

Brought forward from Liber Wm. W. No. 5 - Folio 504.
 Mary Rhypke
 et al

No 4464 Equity

vs
 George Knapp
 et al

Answer of Frank O. Knapp, Carrie Knapp, his wife,
 George Knapp and Ellen Knapp, his wife, Charles
 Knapp and Joseph Knapp and Sallie Knapp to the
 Bill of Complaint filed 7th September 1920

To the Honorable, the Judges of said Court:

The Answer of Frank O. Knapp and Carrie Knapp,
 his wife, George Knapp and Ellen Knapp, his wife,
 Charles Knapp and Joseph Knapp and Sallie Knapp,
 his wife, to the Bill of Complaint against them
 and John Knapp in this Court exhibited

These respondents answering say:

(1) That they admit the allegations contained
 in the first, second, third, and fourth paragraphs
 of said bill of complaint.

(2) And further answering these respondents
 say that a part of the tract of land of which
 the said Joseph Knapp died seized and
 possessed, containing two acres, one road
 and five square perches of land and located
 at the West end of said tract has been set
 aside for the heirs of Joseph Knapp to be
 retained by them and used in common
 with a road way to same, by agreement of
 said heirs, and a survey and plat made of
 same, which was filed in these proceedings
 on the 19th day of August 1920, and which is
 not to be sold.

(3) That they consent to a decree for the
 sale of the balance of said tract of land,
 for a division of the proceeds among the
 parties interested.

And as in duty etc.

Nicholas H. Green

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General Replication Filed 9th Sept. 1920
The Plaintiffs join issue on the matters and things stated in Defendants' answer filed herein on September 7, 1920, in so far as the same may be taken to deny or avoid the allegations of the Bill of Complaint.

Ridgely P. Melvin
Solicitor for Plaintiffs

Petition for Decree Pro Confesso Against Defendant, John Knapp, and for Leave to Take Testimony, and Order of Court thereon - Filed 9th of September, 1920

To the Honorable, The Judges of said Court:

The Plaintiffs in this case respectfully shows:

That the Bill of Complaint herein was filed on July 23, 1920, and that all of the Defendants were returned summoned to the first Monday in July, 1920, and that all of them, except John Knapp, have appeared by solicitor herein and filed their answer.

Your Petitioners, therefore, pray your Honors for a decree Pro Confesso against the said Defendant, John Knapp, and for an order granting leave to the parties to take testimony herein before one of the standing examiners of this Court.

And as in duty bound, etc.

Ridgely P. Melvin,
Solicitor for Plaintiffs

Upon the foregoing petition it is hereby ordered by the Circuit Court for Anne Arundel County this 9th day of September, 1920, that the Bill of Complaint in this case be and the same is hereby taken Pro Confesso against the Defendant, John Knapp; and it is further ordered that leave be and the same is hereby granted to the parties to this cause to take testimony herein before one of the standing examiners of this Court.

Robert Mass, D. J.

Testimony - Filed 10 Sept. 1920

Pursuant to an Order of the Circuit Court for Anne Arundel County, sitting in Equity, passed on the 9th day of September 1920 in the above entitled case the following testimony was taken in the office of Ridgely P. Melvin, Esquire, Annapolis, Md., on the 9th day of September 1920

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Present: Rudolph P. Melvin, Solicitor for Plaintiffs.
Nicholas H. Green, Solicitor for Defendants.
George E. Rullman, Examiner.
Laura A. Jickling, Stenographer.

Witness, Katherine Collins, produced on behalf of the Plaintiffs having been duly sworn, testified as follows:

By Mr. Melvin:

Q. 1. State your name and place of residence.

A. Katherine Collins, Deale, Anne Arundel County, Maryland.

Q. 2. Who is your father?

A. Joseph Tropp, late of Anne Arundel County.

Q. 3. Do you know the date of his death?

A. He died on the 13th of August, 1914.

Q. 4. Do you know what property he owned at the time of his death?

A. He didn't own any property but this.

Q. 5. State just what property you mean.

A. The property located near Deale, Maryland, in the Eighth Election District of Anne Arundel County on Chesapeake Bay at Cedar Point.

Q. 6. Is that the same property he got from Thomas F. Deale and wife in March, 1886?

A. That's it.

Q. 7. I handed you a paper, marked "Plaintiffs' Exhibit A", and ask you if that is a part of the property to which you refer.

A. Yes, that's part of the same property. This is said to contain ten acres, more or less.

Q. 8. I handed you another paper marked "Plaintiffs' Exhibit B", purporting to be a certified copy of a deed from Thomas F. Deale and wife to Joseph Tropp. Is that also a part of the same property to which you refer?

A. Yes, sir. I think it is. This is stated to contain eight acres, more or less.

Q. 9. There has recently been a plat made of this same property, which plat is filed in this cause. I handed you this plat and ask whether or not you recognize that this is the same property to which you have been referring.

A. That's the same thing.

Q. 10. Did your father leave a will or not?

A. No, sir. He didn't leave any will.

Q. 11. Did he leave a widow?

A. No, sir. My mother died first.

Q. 12. What children did your father leave?

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A. Twelve children.

Q. 13. Who are they? Name them.

A. George Knopp, whose wife is Ellen Knopp; Mary Knopp, who married Thomas E. Phipps; Frederick Knopp, whose wife is Ida Knopp; Elizabeth Knopp, who married Oswald B. Hopkins; William Knopp, whose wife is Bertha Knopp; Jennie Knopp, who married Henry Ford; Margaret Knopp, who married Wilbur A. Mason; Lempell, Katherine Knopp, I married William Collins; Charles Knopp, who is a widower; Joseph Knopp, whose wife is Sallie Knopp; and John Knopp, who is unmarried; and Frank A. Knopp, whose wife is Carrie Knopp.

Q. 14. Are those all the children who survived your father?

A. Yes, sir. There's all.

Q. 15. Were there any other children who died previous to your father's death?

A. Only had one, Carrie, and she died when she was very little. She died very young, not over twelve years old.

Q. 16. All of the children and their respective husbands and wives that you have named are over twenty-one years of age, are they not?

A. Yes, sir.

Q. 17. Will you tell the Court whether in your opinion the real estate you have mentioned is susceptible of partition without material loss and injury to them?

A. I don't think it could be divided.

Q. 18. Why do you say that it cannot be divided?

A. Because it is only eighteen acres and there are twelve heirs with their husbands and wives. It would give us such a small portion it would hardly be worth while. Also there is a portion of this property that fronts on the Bay, and if you take that part off it would leave the other comparatively valueless. The heirs could never agree on any division between them.

Q. 19. This plat filed in this cause shows a marsh land of two acres, one rood and five square perches, which, I understand, is to be reserved as a landing place and is not to be sold at public sale. Is that agreeable to you?

A. Yes, sir, with a right of way to get in and out.

Q. 20. Do you understand that it is agreeable to the other parties?

A. Yes, sir.

Q. 21. What is your opinion or estimate of the value of this property to be offered at public sale?

A. Well, not less than \$4,000.00. You see three parties are already waiting for it. They all want it and they said they would give \$4,000.00 - that is the first one, and the next one said he would give more. Three parties have been to Wilbur A. Mason to buy it.

Q. 22. Mrs. Collins, who is occupying this property?

A. My brother, John Tropp.

Q. 23. How long has he been occupying it?

A. Ever since my father has been dead. Six years.

Q. 24. Under what arrangement is he occupying it?

A. No arrangement at all. He just stays there and he is not doing anything at all. The first two years after my father died the place was worked by a man named Rogers. He worked the place in tomatoes. My brother John occupies the place now, Rogers worked it for two years, that's all.

Q. 25. Has he ever paid any rent for it?

A. No indeed.

Q. 26. Has he got any lease or any kind of an agreement?

A. No, he just lives there as one of the owners. He claims that the place was left to him, but he hasn't anything to show for it. It don't belong to him anymore than it does to us.

In answer to the General Question: Witness answered: "Nothing I know to say."

Cross examination waived.

Katherine Collins.

Witness, Frederick Tropp, produced on behalf of the Plaintiffs, having been duly sworn, testified as follows:

By Mr. Melvin:

Q. 1. State your name, residence and occupation.

A. Frederick Tropp, Eighth Election District, near Pleales, occupation - waterman.

Q. 2. Who is your father?

A. The late Joseph Tropp.

Q. 3. What property did he own at the time of his death?

A. He died in August, 1914, and owned at that time real estate at Cedar Point on the Chesapeake Bay, in Anne Arundel County. It was supposed to contain eighteen acres, more or less, and he got it by two deeds from Thomas F. Pleale and wife.

Q. 4. Are these the two deeds you refer to? (Handing witness "Plaintiffs' Exhibit A" and "Plaintiffs' Exhibit B")

A. They must be.

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Q. 5. Is this property shown on the plat filed in this case, this identical property? (Handing witness plat)

A. I reckon so.

Q. 6. Did your mother die before your father?

A. Yes, mother died first.

Q. 7. What children did your father leave?

A. Twelve children. They are the same children exactly as named by Mrs. Collins who has just testified, they are as follows: George Knopp, whose wife is Ellen Knopp; Mary Knopp, who married Thomas E. Phipps; Frederick Knopp, whose wife is Ida Knopp; Elizabeth Knopp, who married Oswald B. Hopkins; William Knopp, whose wife is Bertha Knopp; Jennie Knopp, who married Henry Ford; Margaret Knopp, who married Wilbur A. Mason; Katherine Knopp, who married William Collins; Charles Knopp, who is a widower; Joseph Knopp, whose wife is Sallie Knopp; John Knopp, who is unmarried; and Frank A. Knopp, whose wife is Carrie Knopp.

Q. 8. Were there any other children who died before your father died?

A. Only one, Carrie, who was very small, not over twelve years old when she died.

Q. 9. Are all the parties to this case you have just named over twenty-one years of age?

A. Yes, sir.

Q. 10. State whether or not in your opinion this property is susceptible of partition without material loss and injury to the parties to this cause.

A. I don't think it would be any satisfaction to divide it, because it would be a kick any how. Aint enough land for all of us to be divided. There's very little water front, and when you take off the water front the back land aint no good to you.

Q. 11. The piece of land described on this plat as marsh land contains two acres, one rood and five square perches. So far as you know, is it understood and agreed between the parties that this piece of land should be reserved for a landing and not sold?

A. I understand it is not to be sold at public auction along with the other land, but is to be reserved by the heirs to be settled among themselves.

Q. 12. This includes also the right of way to and from this place, does it not?

A. Yes, sir.

Q. 13. What is your opinion or estimate as to the value

of this property you have just described, that is to say, the part that is to be offered for public sale?

A. That would be a hard thing for me to state because land around there has been selling at different prices. That place has got a lot of bay shore to it, and the way land has been selling, it ought to bring pretty good.

Q. 14. Would you care to name an estimate, say roughly speaking, - there are about twenty acres?

A. Well, I thought the place ought to bring close to \$4,000.00.

Q. 15. Mr. Knopp, who occupies this property now and by what right?

A. My brother, John Knopp, lives on it.

Q. 16. By what right is he living on the place?

A. Nothing, - no right - just as one of the owners. He just stays there, that's all.

In answer to the General Question, Witness answered: "That's everything I believe. I haven't got nothing to say."

Cross examination waived.

Fritz Knopp.

Jennie Ford, witness produced on behalf of the Plaintiffs having been duly sworn, testified as follows:

By Mr. Melvin:

Q. 1. State your name, and place of residence.

A. Jennie Ford, residence - Neales, Eighth District of Anne Arundel County, Maryland.

Q. 2. Who is your father?

A. Joseph Knopp of Anne Arundel County.

Q. 3. Is your father dead, and if so, when did he die?

A. He is dead. He died August 13, 1914.

Q. 4. What property did he own at the time of his death?

A. He owned real estate near Neales, in Anne Arundel County, supposed to contain about eighteen acres, more or less.

Q. 5. Is that the same property that he acquired by two deeds from Thomas F. Neale and wife, copies of which are filed in this case marked "Plaintiffs' Exhibit A" and "Plaintiffs' Exhibit B"?

A. Yes, sir.

Q. 6. Also, the same property shown on the plat made by Mr. Shepherd and filed in this case?

A. Yes, sir, it is the same.

Q. 7. Did your father leave a will?

A. No, sir.

Q. 8. Your mother, I believe, died before he did?

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A. Yes, she died first.

Q. 9. What children did your father leave surviving him?

A. The same exactly as named by my sister, Mrs. Collins, in testimony today, and by my brother, Frederick Knopp. These are the following: George Knopp, whose wife is Ellen Knopp; Mary Knopp, who married Thomas E. Phipps; Frederick Knopp, whose wife is Ida Knopp; Elizabeth Knopp, who married Oswald B. Hopkins; William Knopp, whose wife is Bertha Knopp; Jennie Knopp, who married Henry Ford; Margaret Knopp, who married Wilbur A. Mason; Katherine Knopp, who married William Collins; Charles Knopp, who is a widower; Joseph Knopp, whose wife is Sallie Knopp; John Knopp, who is unmarried and Frank A. Knopp, whose wife is Carrie Knopp.

Q. 10. Are these all the children who were living at the time of your father's death?

A. Yes.

Q. 11. Did he have any other children?

A. Yes, Carrie Knopp, who died as a very small child not over twelve years old.

Q. 12. Are all the parties to this case over twenty-one years of age?

A. Yes.

Q. 13. State whether or not in your opinion this property can be divided among the parties hereto without material loss and injury to them.

A. No, I don't think it can be divided that way. If divided there would be nothing for any one of us. There would be only a very small portion, and then the shore front is more valuable than the back part and there never could be any agreement as to just what part each one is to get.

Q. 14. On this plat filed in the case, there is shown to be a piece of marsh land said certain two acres, one rood and five square perches. Is it your understanding that it is agreed among the parties in this case that it is to be reserved and not offered for public sale?

A. I think we ought to settle it between us, together with a road or right of way leading to and from it.

Q. 15. Mrs. Ford, what is your opinion or estimate as to the value of this property to be offered for public sale?

A. \$4,000.00 at least. I think it ought not to be sold any cheaper than \$4,000.00.

Q. 16. Mrs. Ford, who occupies the property at the present time?

A. My brother, John Knopp.

Q. 17. By what right?

A. Just staying there as one of the heirs.

Q. 18. Has he no lease to the property?

A. No, sir, and he don't pay any rent, nor does he work the place.

In answer to the General Question, witness answered "Nothing".

Jennie Ford.

There being no other witnesses to be examined and no further time being desired by the parties hereto the testimony is herewith closed and returned to the Court this 10th day of September 1920.

George E. Pullman (seal)
Examiner.

Decree - Filed 27th Sept. 1920.

This cause standing ready for hearing, and being submitted, the proceedings were read and considered.

It is therefore this 27th day of September, 1920, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed that the following property mentioned in these proceedings be sold, being that designated at Lot A on the plat filed in this cause, and containing nineteen (19) acres, three (3) roods and six (6) square perches, more or less, and described as follows:

Beginning for the survey of said lands at the north east corner post of the lot of Charles Knopp and run from said post and with the lands of George Knopp South 53 degrees 10 minutes East, 47.16 perches to a post in the outline of Milbur Mason's land, said post a corner boundary of the lot of Joseph Knopp; thence run with the lands of Milbur Mason, South 27 degrees 25 minutes West, 12 - 2/5 perches to a post; thence South 24 degrees 30 minutes West, 25.56 perches to a post on the shore of Herring Bay; thence with said shore South 58 degrees West, 27 perches to a post a corner boundary of the lot of A. B. Hopkins; thence leave said shore and run with said lot North 51 degrees 50 minutes West, 32 - 2/5 perches to a post; thence North 72 degrees 34 minutes West, 24 links to a post; thence North 54 degrees 30 minutes West, 9.76 perches to a post on the shore of Rockhold Creek; thence with said shore North 2 degrees 30 minutes West, 6.97 perches to a post at a landing; thence leave said

creek shore and run to exclude the marsh North 63 degrees East, $9\frac{1}{5}$ perches to a post; thence North 34 degrees East, 16 perches to a post on the west side of a road and east edge of said marsh; thence South 88 degrees 45 minutes East, 62 perches to a gate post; thence South 62 degrees 50 minutes East, 2.56 perches to a peg in the middle of a gateway; thence North 33 degrees 15 minutes East, $30\frac{4}{5}$ perches to the place of beginning. Containing 19 acres 3 rods and 6 square perches of land, more or less, as shown on the aforesaid plat and by the description furnished by John Shepherd, Surveyor, in August, 1920, and also filed in this cause; Lot B, as designated on said plat, being expressly excepted from this decree, together with a roadway fifteen (15) feet wide, leading thereto and extending along the northern boundary of the whole tract, as indicated on said plat.

That Nicholas H. Green and Ridgely J. Melvin be, and they are hereby, appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows:-

They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves and a surety or sureties to be approved by this Court or the Clerk thereof, in the penalty of four thousand (\$4000) dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such newspaper or newspapers published in Anne Arundel County, Maryland, or elsewhere, as they may deem proper, of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of Five Hundred dollars (\$500.00) to be required of the purchaser at the time of sale, and the balance of the purchase money, with interest thereon at the rate of six per centum per annum, to be paid in cash upon the ratification of the sale. And as soon as may be convenient after such sale, the said Trustees shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale, and, upon obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, (and not before), the said Trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded

according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or either of them; and the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Robert Moss, A.J.

Trustee's Bond - Filed 5th October, 1920.

Know all Men by these Presents,

That We, Nicholas H. Green and Ridgely P. Melvin, of Anne Arundel County, State of Maryland, as principal and the Fidelity and Deposit Company of Maryland, a body corporate, duly authorized by its charter to become surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand (\$4,000.00) dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents sealed with our seals and dated this fifth day of October, in the year of our Lord one thousand nine hundred and twenty.

Whereas, the above bounden Nicholas H. Green and Ridgely P. Melvin by virtue of a decree of the Honorable the Judges of the Circuit Court for Anne Arundel County have been appointed trustees to sell the real estate mentioned in the proceedings in the case of Mary Phipps, and others vs. John Knopp and others now pending in said Court.

Now the Condition of the above Obligation is such, that if the above bounden Nicholas H. Green and Ridgely P. Melvin do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in

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full force and virtue in law.
Signed, sealed and delivered
in the presence of
Laura R. Jickling.



Nicholas H. Green (seal)
Ridgely P. Melvin (seal)
Fidelity and Deposit Company of Md.
Per. Ridgely P. Melvin,
Attorney in Fact.

Report of Sale. Filed 9th May, 1921.
To the Honorable the Judges of said Court:
The Report of Nicholas H. Green and Ridgely P. Melvin,
Trustees appointed by the decree in this cause, to make
sale of the real estate therein mentioned and decreed
to be sold, respectfully shows:
That, after giving bond with approved security for the
faithful discharge of their trust, as required by said de-
cree, and giving notice of the time, place, manner
and terms of sale by advertisement in the Weekly Ad-
vertiser, a newspaper published in Anne Arundel Coun-
ty, Maryland, and by paid bills set up at the Court
House floor in the City of Annapolis, Maryland, and
circulated in said Anne Arundel County, said adver-
tisement being for more than three weeks before the day
of sale, they did pursuant to said notice attend at
the Court House in the City of Annapolis, Maryland on
the fourth day of November 1920 at eleven o'clock A. M.,
the time and place so advertised, and then and there
proceeded to offer for sale said real estate as follows
to wit: All that tract of land containing nineteen acres
be the same more or less, designated as lot "A" on the
plat filed in this cause, and located on the waters of Herring
Bay in the Eighth Election District of Anne Arundel
County, and fully described by metes and bounds,
courses and distances in said decree, lot "B", containing
two acres, one rood and five square perches, as shown
on said plat together with the roadway fifteen feet
wide leading thereto as shown on said plat, being
expressly excepted from said decree, and excluded from
said sale; and after said sale had been tried for a
considerable length of time, and no sufficiently adequate
bid being received for the said property, your trustees
withdrew the sale and gave notice that they would
hold the property at private sale. That they made re-
peated efforts to sell the property but were not suc-
cessful in getting an offer which they could accept,
until the 13th day of April 1921, when they received

an offer of Four thousand dollars from Irwin A wings, which they accepted. They accordingly now report to this Honorable Court the sale of said property to Irwin A wings at the price of Four thousand dollars, of which the sum of Five hundred dollars has been paid to the trustees, and they file herewith a copy of said hand bill and the written offer of said purchaser, marked Exhibit No. 1 with Report of Sale.

Your Trustees believe the price obtained for the property is a fair and adequate one and they recommend the ratification of the sale as made.

All of which is respectfully submitted.

Nicholas H. Green,
Ridgely P. Melvin,
Trustees.

State of Maryland, Anne Arundel County, Set:

I hereby certify that on this ninth day of May in the year Nineteen hundred and twenty one before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County, aforesaid, personally appeared Nicholas H. Green and Ridgely P. Melvin, Trustees, and made oath in due form of law that the matters and things set forth in the foregoing report of sale are true as therein set forth and that the said sale was fairly made.

Witness my hand and seal Notarial.

Laura R. Jickling,
Notary Public.

Hand-Bill.

William H. Moss, Auctioneer.

Trustees Sale of Valuable Real Estate, located in the Eighth Election District of Anne Arundel County, near Deale's Postoffice, and having a waterfront on Herring Bay.

By virtue of a decree of the Circuit Court for Anne Arundel County, passed on the twenty-seventh day of September, 1920, in a cause in said Court, where in Mary Phipps et al., are plaintiffs and George Knoff et al., are defendants, designated as No. 4464 Equity the undersigned trustees will offer at public sale at the Court House door in the City of Annapolis, Md., on Thursday, Nov. 4, 1920 at 11 o'clock, A.M.

All that tract of land containing nineteen acres, be the same more or less, as shown on the plat

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made by John Shephart, Surveyor, and filed in said Equity cause, adjoining the lands of Charles Knopp, George Knopp, Wilbur Mason and A. B. Hopkins, and located on the waters of Herring Bay in the Eighth Election District of Anne Arundel County, being a part of the lands of which Joseph Knopp, late of Anne Arundel County, died seized and possessed, improved by a small dwelling and outbuildings; Lot B, containing two acres, one rood and five square perches, as shown on said plat, a part of said lands of which Joseph Knopp died seized and possessed, being excluded from the sale, together with the roadway fifteen feet wide leading thereto as shown on said plat. This property offers a rare opportunity to secure a beautifully located waterfront property.

Terms of Sale: - As prescribed by the decree a deposit of \$500 to be required of the purchaser at the time of sale and the balance of the purchase money with interest thereon at six per cent per annum to be paid in cash upon the ratification of the sale.

Ridgely P. Melvin,
Nicholas H. Green,
Trustees,

Annapolis, Maryland.

Exhibit No. 1 with Report of Sale.

Messrs. Nicholas H. Green and Ridgely P. Melvin, Trustees;
Annapolis, Maryland

Gentlemen:

I herewith make you an offer of four thousand dollars, (\$4000.00) for the property decreed to be sold and described in the above proceedings as containing 19 acres, 3 roods and 6 sq. perches of land situated on Herring Bay, in the Eighth Election District of Anne Arundel County, for which you were appointed trustee by a decree passed in said cause on the 27th day of September, 1920, subject of course to the final order of the Circuit Court for Anne Arundel County.

I herewith inclose you my check for Five hundred dollars, (\$500.00) as deposit required by you.

Yours very truly,
Irwin Avinger (seal)

(Please give until June 15th for final settlement.)

Order nisi & Publisher's Certificate.

Ordered this 9th day of May in the year 1921 that the sale of the property mentioned in these proceedings made and reported by Nicholas H. Green and Ridgely P. Melvin, Trustees, named in the decree, be ratified and confirmed, unless cause to the contrary be shown on or before the 10th day of June next; provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the said 10th day of June, 1921.

The Report states the amount of sale to be \$4000.

Wm. N. Woodward, Clerk.

Final Order, - Filed June 11th, 1921.

Ordered by the Court, this 11th day of June, 1921. that the sale made and reported by Nicholas H. Green and Ridgely P. Melvin, Trustees, as foresaid be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order nisi passed in said cause, and the Trustees are allowed the commissions provided in the decree and such proper expenses as they shall produce vouchers for to the Auditor.

Robert Moss, A. J.

Auditor's Report and Account - Filed 10th July, 1921.
 To the Honorable, the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account which is self explanatory.

All of which is respectfully submitted.
 James M. Owens, Auditor.

vs. The Trust of Real Estate of Joseph Knapp, deceased in ac. with Nicholas S. Green & Ridgely P. Melvin Trustees

To Trustees for their Commission		150	70	May 9-1921-		
" " " Court Costs, viz:				By Proceeds of sale		
" Solicitor for Plaintiff	\$ 10	00		of real estate	\$ 4,000	00
" " " Defendants	10	00		By Interests received thereon	23	33
" Clerk of Court	23	50				
" Sheriff A. A. County	4	80				
" Examiner	4	00				
" Stenographer (L. R. J.)	5	00				
" Costs of Exhibits (R. P. M.)	3	00				
" Premium on Bond	16	00				
" Auditor	9	00	\$ 85	30		
To Trustees for expenses viz:						
Auctioneer (N. H. M.)	\$ 8	50				
Advertising Sale (Advertiser)	20	00				
Hand Bills (Advertiser)	3	75				
Order nisi on Sale	5	00				
" " " this acct.	5	00				
Advertisement Sale (Sun)	15	30				
" (Wash. Post) R. P. M.	8	16				
Affidavits (L. R. J.)	1	75				
Bureau (J. S.)	20	00	\$ 87	46		
Balance for distribution						
By Bal. for distribution	\$ 369	87				
To Mary Phipps 1/2			\$ 308	33		
" Frederick Knapp 1/2			208	32		
" Elizabeth Hopkins 1/2			308	33		
" William Knapp 1/2			308	32		
" Jennie Ford 1/2			308	33		
" Margaret Mason 1/2			308	32		
" Katherine Collins 1/2			308	32		
" George Knapp 1/2			308	32		
" Charles Knapp 1/2			308	32		
" Joseph Knapp 1/2			308	32		
" John Knapp 1/2			308	32		
" Frank A. Knapp 1/2			308	32		
			\$ 4,023	33		
					\$ 4,023	33

Order nisi + Publishers Certificate.

Ordered, This 7th day of July 1921, That the Report and Account of the Auditor, filed in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 8th day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of August next.

Wm. N. Woodward,
Clerk.

Office of The Weekly Advertiser.

Annapolis, Md. Aug. 8 - 1921.

I hereby certify that the annexed Order nisi Mary Phipps et al. vs. Geo. Knopf et al. was published in The Weekly Advertiser a newspaper published in the City of Annapolis, once a week for three successive weeks before the 8th day of August, 1921.

The first insertion being made the 4th day of July, 1921.

The Annapolis Publishing Co.
Publisher.
C. H. Tucker.

Ordered, By The Court, this 16th day of August, 1921, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees aforesaid the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Robert Moss, A. J.

Ex Parte.
In the Matter of the
Trust Estate of Mitchel
Glassner.
In the Circuit Court of
Baltimore City.

No. 4599 Equity.
In the Circuit Court for
Anne Arundel County.

Petition - Filed 19th October, 1921.

To the Honorable, the Judge of said Court:

The petitioner of Isidor Goldstrom, Trustee, respectfully
represents unto your Honor:-

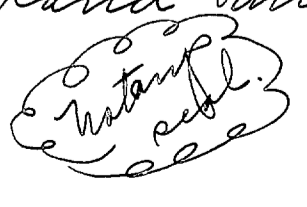
1. That he has been appointed Trustee of the estate of
Mitchel Glassner under a deed of trust for the benefit of
creditors, which said deed has been duly recorded among
the Land Records of Baltimore City and a certified copy
of which deed is herewith filed, marked, "Exhibit A."
2. That your Trustee has duly qualified by filing
his approved bond, which has been duly recorded,
a certified copy of which is herewith filed, marked
"Exhibit B."
3. That the said Mitchel Glassner, was engaged in
the Ice Cream Cone business in the City of Baltimore
and is the owner of a tract of land with certain im-
provements thereon, situate on the Severn River in Anne
Arundel County, in the State of Maryland, the said
property being subject to the dower rights of Leah
Glassner, his wife; that your petitioner is desirous of
administering the said estate under the supervision
and direction of this Honorable Court, and he prays
that this Honorable Court does herewith assume juris-
diction of said trust.

And as in duty bound &c.

Isidor Goldstrom.
Trustee.

State of Maryland, City of Baltimore, to wit:
I Herby Certify, that on this 19th day of October, in
the year 1921, before me, the subscriber, a Notary
Public of the State of Maryland, in and for the City
of Baltimore, personally appeared Isidor Goldstrom,
Trustee, and made oath in due form of law, that
the matters and facts set forth in the foregoing
Petition are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal



Anna Sklar,
Notary Public.

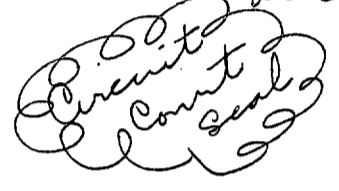
Upon the foregoing Petition and affidavit it is ordered this 22nd day of October, 1921, by the Circuit Court of Baltimore City, that this Court hereby assumes jurisdiction of the trust estate, and the said trustee is hereby directed to give the usual notice to creditors.

James P. Gorter.

State of Maryland, City of Baltimore, So:

I, Charles R. Whiteford, Clerk of the Circuit Court of Baltimore City do hereby certify that the above is a true copy of the original Petition and Order of Court now on file in this office in the cause therein entitled as above.

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court, this 24th day of October, A. D. 1921.



Chas. R. Whiteford, Clerk.

Certified Copy of deed from Mitchel Glassner to Isidor Goldstrom, Trustee, Filed 25th October, 1921.

This deed, made this nineteenth day of October, in the year 1921, by Mitchel Glassner of the City of Baltimore and State of Maryland.

Whereas the said Mitchel Glassner is indebted unto sundry persons in various sums of money, which he is unable to pay in full and desires to convey all his property and estate to Isidor Goldstrom in trust for the benefit of his creditors as hereinafter set forth.

Now, Therefore, this deed Witnesseth That, in consideration of the premises and the sum of Five dollars the said Mitchel Glassner doth hereby grant, convey and assign unto the said Isidor Goldstrom his heirs, personal representatives and assigns, all his estate and property of every nature, kind or description, real and personal, in possession, reversion, remainder or expectancy, and wheresoever situated, claiming for himself, however, the exemption allowed him by law.

To Have and To Hold the same unto the said Isidor Goldstrom his personal representatives and assigns, in trust and confidence, nevertheless, for the following purposes, to wit:

First: To take possession of the said estate and property, and without unnecessary delay, to convert the same into money by the sale of so much as is

salable, and collection of so much thereof, as is collectable, and to apply the proceeds, after the payment of the lawful expenses of this trust, including a commission of ten per cent., upon the trust fund, to said Isidor Goldstrom for his services according to law in such cases, and after the payment of the wages or salaries due to the clerks, employees or servants of said grantor contracted within three months anterior to the execution of this deed, to the payment in full of the debts due and owing by the said Mitchel Glassner without preference or priority, except as by law provided, if the net proceeds shall be sufficient therefor, and if insufficient, then to the payment of the aforesaid debts pro rata, without preference or priority except as aforesaid, as the same would be decreed to be paid by a Court of Equity.

Secondly: After the payment in full of all the debts aforesaid, and all claims and demands whatsoever against the said Mitchel Glassner for which he may be liable, in trust to pay the surplus, if any there be, to the said Mitchel Glassner his proper representatives and assigns.

And the said Mitchel Glassner for the purposes aforesaid, doth hereby make, constitute and appoint the said Isidor Goldstrom his true and lawful attorney, irrevocable, in his name or otherwise, to ask, demand, sue for, recover and receive of and from all and every person or persons all the property, goods, chattels, wares, merchandise, debts or sums of money due, owing or belonging to the said Mitchel Glassner and hereby granted and conveyed, and for all receipts and deliveries to make, execute and acknowledge due acquitances, and to compound for any doubtful debts; and further to do all other lawful acts required to be done in the premises in the due and lawful execution of this trust.

As Witness, the hand and seal of the said Mitchel Glassner the day and year first above written.

Test:

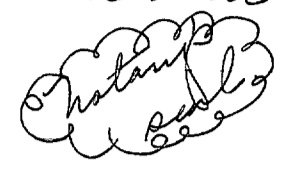
Anna Sklar.

State of Maryland, City of Baltimore, to wit:

I Herby Certify, That on this 19th day of October, in the year one thousand nine hundred and twenty-one before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally

appeared Mitchel Glassner and acknowledged the foregoing deed to be his act.

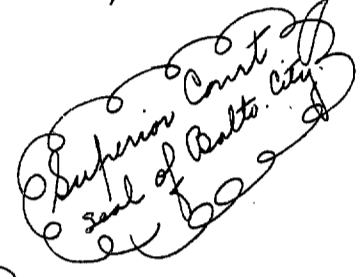
As Witness my hand and Notarial Seal.



Anna Sklar,
Notary Public.

I hereby certify that the foregoing is a true copy taken from the Original Rec'd. for Record October 22nd, 1921 at 11.17 A. M. and recorded in Land Records of Baltimore City.

In Testimony whereof I hereto set my hand and affix the seal of the Superior Court of Baltimore City on this the 24th day of October, A. D. 1921.



Stephery C. Little
Clerk of the Superior Court of
Baltimore City.

Petition - Filed 11th January, 1922

To the Honorable the Judge of said Court:

Your Petitioner, Isidor Goldstrom, Trustee, in this his supplementary report of sale, respectfully represents:-

First: That Isidor Goldstrom was appointed by Mitchell Glassner as Trustee under a deed of Trust for the benefit of creditors of Mitchell Glassner on October twenty-second, 1921, and did file a bond and upon filing of petition praying this Court to take jurisdiction of said Trust Estate appointed trustee by this Honorable Court on October twenty-second, 1921.

Second: That upon petition filed by petitioner in this Honorable Court he was ordered and directed by this Honorable Court on _____ day of October, in the year 1921, to dispose of, by private or public sale, the assets of the assignor consisting of a piece of property on the Severn River known as Arctic Lodge which property was appraised by two licensed real estate brokers at and for the sum of Forty-five hundred dollars.

Third: That in pursuance of said order of this Honorable Court your petitioner did advertise said property which was sold at public auction by N. B. Lobe and Company at the rooms of the Real Estate Board of Baltimore on November seventeenth at 3:30 P. M. at and for the sum of sixty-six hundred dollars to Harry H. Madden, five hundred dollars of which was paid in cash, the balance to be paid within thirty days of day of sale.

(This case continued on Page 215).

Allen Warfield
vs.
Thos. Warfield, Elizabeth
March, et al.

A.S. No. 147 Equity,
In the Circuit Court for
Anne Arundel County.

Brought forward from N. H. G. 5 - folio 397
Bond - Filed 25th Dec. 1856

Know all Men by these Presents, That we Walter C.
Gantt

of Anne Arundel County in the State of Maryland,
are held and firmly bound unto the State of Maryland,
in the full and just sum of One Thousand dollars
current Money, to be paid to the said State of
Maryland or its certain Attorney; to which payments
well and truly to be made and done, we bind our-
selves and each of us, our and each of our heirs, exe-
cutors and administrators, jointly and severally, firmly
by these presents. Sealed with our seals and dated this
twelfth day of December, 1856.

Whereas by a decree of the Circuit Court of Anne
Arundel County sitting in Equity, bearing date on the
tenth day of December Eighteen hundred and fifty-six
and passed in a cause in the said Court

Wherein Allen Warfield is complainant and Thomas
Warfield and others are defendants, the above bound Wal-
ter C. Gantt has been appointed Trustee to make sale of
certain real estate in the proceedings in said cause
mentioned.

Now the condition of the above obligation is such that
if the above bound Walter C. Gantt do, and shall well
and faithfully perform the trust reposed in him by
said decree, or that may be reposed in him by any
future decree or order in the premises, then the above ob-
ligation to be void, otherwise to remain in full force
and virtue in law.

Signed, sealed and
delivered in the presence of
N. H. Green as to ^{Witness:}
Walter C. + B. E. Gantt, Brooke Meade

Walter C. Gantt (seal)
Benj. E. Gantt
Henry F. Turtan.

Report of Sale - Filed 16th January, 1856.
To the Hon. Nicholas Brewer Judge of the Circuit Court
of Anne Arundel County sitting in Equity:
The Report of Walter C. Gantt, Trustee, appointed by the
decree in this cause to make sale of certain Real Estate
therein mentioned shows: That after giving bond for the

faithful performance and discharge of his trust, as required by said decree, and giving notice of the time, place, manner and terms of sale, by advertisements in the Annapolis Gazette a newspaper printed in Annapolis, as will be seen by the accompanying copy of the advertisement - for more than three successive weeks before the day of sale, and by handbills extensively circulated throughout said city and Anne Arundel County, he did pursuant to said notice attend at the store of Addison Johnson in said County on Saturday the tenth day of January in the year Eighteen Hundred and fifty-seven at 12 o'clock M. and then and there proceeded to sell said real estate as follows -

Your trustee offered at public sale to the highest bidder on the terms of the decree the Real Estate known as "Whittlebury Plains", containing 47 acres more or less, as mentioned in the decree and sold the same to James Mc. Meek he being then and there the highest bidder therefor at and for the sum of nine hundred dollars and fifty cents, the said James Mc. Meek, complying with the terms of the decree by paying in cash to your trustee three hundred dollars and seventeen cents being one third of the purchase money, and executed bonds with security approved by your trustee for the balance to be paid in two equal installments, in twelve and eighteen months with interest from the day of sale.

Anne Arundel County, to wit:

On this fifteenth day of January, 1857, personally appeared before me a Justice of the Peace in and for the county aforesaid Walter C. Gantt, trustee, and made oath that the matters and things stated in the foregoing reports are true to the best of his knowledge and belief, and that the sale mentioned and reported therein was fairly made.

Philip Clayton, J. P.

In Equity - January 16, 1857.

Ordered that the sale made and reported by Walter C. Gantt, trustee for the sale of the Real Estate of Ann Warfield, deceased, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 16th day of March next; provided a copy of this order be inserted in some paper printed at Annapolis once in each of three successive weeks before the 16th day of February next:

The Report states the amount of sales to be \$900.00
 N. H. Green, Clerk.

In the Circuit Court for Anne Arundel County in Equity
 April 7th 1857

Ordered that the sale within reported be and the same is hereby ratified and confirmed no cause to the contrary thereof having been shown although due notice appears to have been given as directed by the preceding order, the trustee is allowed the usual commissions & will be allowed for his expenses upon the production of his vouchers.

Nich. Brewer,
 Circuit Judge, Apr. 21, 1857.

Publisher's Certificate.

I certify that the order nisi in the above case was published in the Annapolis Gazette once in each of three successive weeks before the 16th of February, 1857.
 Thos. J. Wilson.

John Green and
Emma Green, his wife;

No. 4447 Equity.
In the Circuit Court for
Anne Arundel County.
(Sitting in Equity.)

Philip N. Green, Elsie A. Green,
William J. Green
Infants by their prochein ami
and father, John Green

vs.

Clarence J. Green and Helen Green,
his wife; Marie S. Evening and John
N. Evening, her husband;
Grace Hunt and John R. Hunt,
her husband; Carrie Buedel and
Joseph Buedel, her husband.

Authority to bring suit - Filed 6th April 1920.

Bill of Complaint for sale of premises in Second District
of Anne Arundel County, on Broad Creek in South River.
March, 1920.

To Luther M. R. Willis, Esq.,
Attorney-at-Law,
Baltimore, Md.

Sir:

I, John Green, father and prochein ami of Philip
N. Green, Elsie A. Green and William J. Green, infants,
named as plaintiffs in the above-entitled cause, hereby
authorize you, as attorney and solicitor, to file the
Bill of Complaint for the sale of the property on South
River, Anne Arundel County, in the foregoing form,
on behalf of myself and said infant plaintiffs; and
I further authorize you to represent us fully in said
cause, in your capacity as our solicitor.

John Green
John Green, Father
and prochein ami of
Philip N. Green, Elsie A.
Green and William J. Green,
Infants.

Bill of Complaint - Filed 30th March, 1920.

To the Honorable, the Judge of said Court:

The Bill of Complaint of John Green and Emma
Green, his wife; Philip N. Green, Elsie A. Green and William
J. Green, infants by their prochein ami and father, John
Green, respectfully shows unto your Honor:

I. That Philip Green, late of Baltimore city, deceased, departed this life on the 23rd day of November, 1919, leaving a last will and testament, which has been heretofore duly pro-pounded and admitted to probate by the Orphans Court of Baltimore City, and letters of administration c. t. a. were granted by said court unto John Green and Luther M. R. Willis, who have heretofore entered upon their duties as said administrators under the orders of said Court.

II. That the said Philip Green, by the first item of said last will and testament, did provide as follows:-

"Item 1. I give, devise and bequeath all of my property, real, personal and mixed unto my brother John, and his children living at the time of my death, my brother John, and his children to share equally in the division thereof."

all whereof will more fully appear by reference to a certified copy of said last will and testament filed herewith and stayed to be taken as part of these proceedings marked "Plaintiffs' Exhibit No. 1."

III. That your orator John Green, is the brother of the said testator mentioned in said Item I, and that further, your orator intermarried with Emma Green, who is still living and that he has seven (7) children, who were living at the time of the death of the said Philip Green and are now living, to wit: Clarence J. Green, Marie S. Esering, Grace Haut and Carrie Buedel, who are adults above the age of twenty-one years; and Philip W. Green, Elsie C. Green and William J. Green, infants under the age of twenty-one years, who appear herein as parties plaintiff by their prochein ami and father, your orator, John Green; that the respondent Clarence J. Green intermarried with Helen Green; that your respondent Marie S. intermarried with John W. Esering; that your respondent Grace, intermarried with John R. Haut; that your respondent Carrie intermarried with Joseph Buedel; all of said respondents are above the age of twenty-one years, and all reside in Baltimore county, State of Maryland.

IV. That the said Philip Green, deceased as aforesaid was seized and possessed at the time of his death, of two certain pieces of ground, situate, lying and being in the second district of Anne Arundel county on Broad Creek in South river, and more particularly described as follows:

Beginning for the same at a point on the shore of Broad Creek, said point being the beginning of

the whole tract as conveyed to a certain William Aepkin by Robert Moss, trustee, by deed dated November 18, 1897, G. M. 8-125; and running thence with the above line of the above mentioned Creek, and the lines of said conveyance, south twenty-eight degrees twenty-four minutes west three hundred and thirty feet; thence south ten degrees west two hundred and sixty-four feet; thence south thirty-four degrees twenty-four minutes west three hundred and sixty-three feet; thence south eleven degrees twenty-four minutes west ninety-nine feet; thence south nine degrees thirty-six minutes west one hundred and forty-eight and fifty one-hundredths feet to the mouth of said Creek where the same empties into South River; thence with the shore line of said River, north sixty-nine degrees fifty-four minutes east two hundred and thirty-one feet; thence north eighty-eight degrees twenty-four minutes east two hundred and ninety-two feet, more or less, to the centre of the Ferry Road; thence leaving the River, and running with the centre of said Road, north thirteen degrees east one hundred and sixty-eight feet; thence north seven degrees east two hundred and forty-two feet; thence north thirty-two degrees east one hundred and ninety-six feet; thence north twenty-five degrees east three hundred and eighty-five feet to intersect the north seventy degrees fifty minutes west fifty-eight perches line of the whole lot or tract; thence with said line, north seventy degrees fifty minutes west five hundred and three feet; thence south sixty-four degrees west one hundred and twenty feet to the beginning. Containing twelve and forty-six one-hundredths acres of land, more or less.

And Beginning for the other tract at a stone and stake planted on the west side of the County Road leading from Camp Parole to South River Ferry, said stone and stake being at the southeast corner of Mrs. Lucy W. Roberts property; and running thence and binding on said property, south seventy-one degrees thirty minutes west six hundred and fifty-two feet to a marked tree growing in a meadow or low land; thence south sixteen degrees ten minutes west two hundred and thirty-eight feet to another locust tree growing in the out-lives of the original one hundred and eight acre tract, said tree being marked with one slash and

two notches; thence south sixty-six degrees forty-five minutes east four hundred and ninety-five feet to the centre of the County Road; thence in the centre of said Road, north twenty-three degrees ten minutes east six hundred and eighty feet; thence north sixty-six degrees fifty minutes west sixteen and five tenths feet to the place of beginning. —

both whereof were by deed dated the 9th day of April, 1915 and recorded amongst the Land Records of Anne Arundel County in Liber G. N. No. 117, folio 266 cc., granted and conveyed unto the said Philip Green by Charles de Peyster Valk and Elizabeth C. Valk, his wife; all whereof will more fully appear by reference to a certified copy of said deed, which is filed herewith and prayed to be taken as part hereof, marked "Plaintiff's Exhibit No. 2."

V. That your orators further show that your orator John Green and his seven (7) children, to wit: your orators Philip N. Green, Elsie C. Green and William J. Green, infants as aforesaid, and your respondents Clarence J. Green, Marie S. Evening, Grace Hart and Carrie Buedel, adults as aforesaid, hold the lots of ground under the last will and testament aforesaid, as tenants in common, and are all of the persons entitled to receive any interest in said lands, each being entitled to a one eighth ($\frac{1}{8}$) interest therein.

VI. That your orators further show that said lands and their right, interest, and estate therein are not susceptible of partition, without material loss and injury to the parties entitled to interests therein, as above stated, and that in order to make division of said interests it will be necessary that said real property be sold and the proceeds thereof divided amongst the parties according to their several interests.

To the end therefore:

- (1) That a decree may be passed for the sale of said real property;
- (2) That the proceeds arising from said sale may be distributed under the orders of this Honorable Court among your orators John Green, Philip N. Green, Elsie C. Green and William J. Green, and the said Clarence J. Green, Marie S. Evening, Grace Hart and Carrie Buedel, according to their respective rights and interests.
- (3) That your orators may have such other and further relief as their case may require.

May it please your Honor to grant unto your orators,

the State's Writ of Subpoena, directed against the said Clarence J. Green, Helen Green, Marie S. Ebering, John W. Ebering, Grace Hart, John R. Hart, Carrie Buedel and Joseph Buedel, all of Baltimore County, State of Maryland, commanding them and each of them to be and appear, either in person or by solicitor, in this court, on or before a certain day to be therein named, to answer the allegations of this bill, and abide by and perform such order or decree as may be passed in the premises.

And as in duty &c.,

John Green
 Emma Green
 Philip W. Green
 Elsie C. Green
 William J. Green
 Infants, by their prochein ami
 and father,
 John Green.

State of Maryland, Baltimore County, to wit:
 I hereby certify, that on this, the 22nd day of March, in the year one thousand nine hundred and twenty, before me, the subscriber, a Justice of the Peace, of the said State, in and for the Baltimore County aforesaid, personally appeared John Green, individually and as prochein and father of Philip W. Green, Elsie C. Green and William J. Green, infants, and made oath in due form of Law that the matters and facts stated in the foregoing Bill of Complaint are true as therein set forth, to the best of his knowledge, information and belief.

As Witness my hand and my Notarial Seal.
 Walter J. Mitchell.
 Justice of the Peace.
 Balto. Co.

"Exhibit No. 1" - Filed 30th March, 1920.
 Last Will and Testament of Philip Green.
 I, Philip Green of Baltimore City, in the State of Maryland, do hereby make and publish this my Last Will and Testament in manner and form following:-
 After the payment of my just debts and funeral charges,
 I give, devise and bequeath all of my property, real, personal and mixed, unto my brother John and his children living at the time of my death, my brother John and his children to share equally in the division thereof.

Item.

I do hereby authorized and direct my executor hereinafter named in making settlement with my partner, William C. Scherer, to take the last balance sheet of the business of the firm as a basis, and to ascertain the profits or losses made or sustained by the firm between the date of said last balance sheet and the date of my death, and when the amount to the credit of my capital account upon the books of the firm shall have been thus determined, my executor shall offer unto my surviving partner all of my capital, share or interest in the business or firm of William C. Scherer & Company, as the same shall be then shown upon the books as of the date of my death, after deducting twenty-five per centum therefrom, and shall extend to my surviving partner the privilege of paying for the same in five (5) equal, annual installments the deferred payments to bear interest, and with the right to my surviving partner to anticipate the maturity of any deferred payment. Lastly: I hereby constituted and appoint George R. Millis, as executor of this, my last Will and Testament.

In Testimony Whereof I have hereunto set my hand and affixed my seal on this, the 8th day of November in the year one thousand nine hundred and nine.
Philip Green, (seal)

Signed, sealed, published and declared by Philip Green the above named testator, as and for his last Will and Testament, in the presence of us, who, at his request, in his presence, and in the presence of each other, have hereunto set our hands as witnesses thereto.

Geo. Townsend England.
William V. Hudgins.

Baltimore City, ss:

On the 29th day of Nov. 1919, came Luther M. R. Millis and made oath in due form of law, that he does not know of any Will or Codicil of Philip Green late of said City, deceased, other than the above instrument of writing, and that he received the same, at execution and retained same to this time: all notified

Testator died on the 23rd day of November, 1919.

Sworn to before the subscriber.

Howard N. Jackson,
Register of Wills for Baltimore City.

Baltimore City, ss:

On the 26th day of Nov. 1919, came Jos. Townsend England and William N. Hodgins the two subscribing witnesses to the foregoing last Will and Testament of Philip Green, late of said city, deceased, and made oath in due form of law, that they did see Testator sign and seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament; that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory, understanding, and that they subscribed their names as witnesses to this Will in his presence at his request; and in the presence of each other.

Sworn to before the subscribers

Howard N. Jackson,
Register of Wills for Balto. City

In the Orphan's Court of Baltimore City:

The Court, after having carefully examined the above last Will and Testament of Philip Green, late of Baltimore City, deceased, and also the evidence adduced as to its validity, Orders and decrees, this 29th day of Nov. 1919, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Philip Green, deceased.

Judges { Myer J. Block
Harry C. Gaither.
William M. Munn.

State of Maryland, Baltimore City ss:

I, Howard N. Jackson, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphan's Court of Baltimore City, do hereby certify that the foregoing is a true and full copy of the last Will and Testament of Philip Green late of said city, deceased, together with the proofs and probate thereof taken from original records filed and kept in the office of Register of Wills for Baltimore City.

In testimony whereof, I herewith subscribe my name and affix the Seal of said Court and office this 1st day of December in the year of our Lord nineteen hundred and nineteen.

Howard N. Jackson,
Register of Wills for Baltimore City.

"Exhibit No. 2" - Filed 30 April, 1920.

Cereque Stamp } This deed made this 9th day of April
 5.50 } in the year one thousand nine hundred and fifteen, by and between Charles de Peyster Valk and Elizabeth C. Valk, his wife, of Annapolis City, State of Maryland, parties of the first part, and Philip Green of the same place, party of the second part.
 Witnesseth, that in consideration of the sum of five dollars and other valuable considerations this day paid, the receipt whereof is hereby acknowledged, the said parties of the first part, do hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, all those two lots of ground, situated in Anne Arundel County, in the State of Maryland the first thereof being in the Second Election District of Anne Arundel County, on the north bank of South River, at the mouth of Broad Creek, and lying to the north and west of the Road leading from Annapolis to the Old Upper Ferry, and thus described:

Beginning for the same at a point on the shore of Broad Creek, said point being the beginning of the whole tract as conveyed to a certain William Reppin, by Robert Moss, trustee, by deed dated November 18, 1897, g. N. 8 - 125; and running thence with the above line of the above mentioned Creek, and the lines of said Conveyance South twenty eight degrees twenty four minutes west, three hundred and thirty feet; thence south ten degrees West two hundred and sixty four feet; thence South thirty four degrees twenty four minutes West three hundred and sixty three feet; thence South eleven degrees twenty four minutes west ninety nine feet; thence South nine degrees thirty six minutes West one hundred and forty eight and fifty one hundredths feet to the north of said Creek, where the same empties into South River; thence with the shore line of said River North sixty-nine degrees fifty four minutes east two hundred and thirty one feet; thence north eighty eight degrees twenty four minutes east two hundred and ninety two feet, more or less, to the center of the Ferry Road, thence leaving the River, and running with the center of said Road, north thirteen degrees east one hundred and sixty eight feet; thence north seven degrees east two hundred and forty two feet; thence north thirty two degrees east one hundred and ninety six feet; thence north twenty five degrees east three hundred and eighty

five feet to intersect the north seventy degrees fifty minutes west fifty eight perches line of the whole lot or tract; thence with said line north seventy degrees fifty minutes west five hundred and three feet; thence south sixty four degrees west one hundred and twenty feet to the beginning.

Containing twelve and forty six one hundredths acres of land, more or less,

Being the same property which by deed dated June 13, 1913, recorded among the Land Records of Anne Arundel County, in Liber G. N. No. 100, folio 17 etc., was granted and conveyed by the National Savings and Trust Company to the said parties of the first part, in fee simple.

The second tract of land being situated in Anne Arundel County, State of Maryland - Containing five acres of land, more or less, and being in the second district of Anne Arundel County, on Broad Creek, at the end of the County Road leading to Taylorsville Ferry across South River, and thus described;

Beginning for the same at a stone and stake planted on the west side of the County Road leading from Camp Parole to South River Ferry, said stone and stake being at the southeast corner of Mrs. Lucy N. Roberts property, and running thence and binding on said property south seventy one degrees thirty minutes west six hundred and fifty two feet to a marked tree growing in a meadow or lowland; thence south sixteen degrees ten minutes west two hundred and thirty eight feet to another locust tree growing in the outline of the original one hundred and eight acre tract, said tree being marked with one slash and two notches; thence south sixty six degrees forty five minutes east four hundred and ninety five feet to the center of the County Road; thence in the center of said Road, north twenty three degrees ten minutes east six hundred and eighty feet; thence north sixty six degrees fifty minutes west sixteen and five tenths feet to the place of beginning. Being the same property which by deed dated February 25, 1914, recorded among the Land Records of Anne Arundel County in Liber G. N. No - folio - etc., was granted and conveyed by Fannie R. Bull et al., to the said parties of the first part in fee simple.

Together with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges,

appurtenances and advantages to the same belonging or in anywise appertaining.

To Have and To Hold the said lot of ground and premises, unto and to the use of the said Philip Green, his heirs and assigns, in fee simple.

And the said parties of the first part do covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said land as may be requisite.

Witness the hands and seals of the said grantors.
Witness: J. Paul Medford. Chas. de Peyster Valk, (seal) Elizabeth C. Valk, (seal)

State of Maryland, Annapolis City, to wit:

I hereby certify that on this 19th day of April, in the year one thousand nine hundred and fifteen before me, the subscriber, a Notary Public of the State of Maryland, in and for Annapolis City aforesaid, personally appeared Charles de Peyster Valk and Elizabeth C. Valk his wife, the grantors hereinbefore named, and severally acknowledged the foregoing deed to be their respective act.

In Testimony Whereof I hereunto set my hand and affix my Notarial Seal.

(Notary Seal)

J. Paul Medford, Notary Public.

Recorded 15th April, 1915.

State of Maryland, Anne Arundel County, Set:

I hereby certify that the foregoing is truly taken and copied from Liber G. N. No. 117, folio 266 etc., one of the Land Records for Anne Arundel County.

In Testimony Whereof I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 9th day of March, A.D. 1920.

(Circuit Court Seal)

Wm. N. Woodward, Clerk

Summons Maryland, Set: -

The State of Maryland To Carrie Buedel and Joseph Buedel, her Husband of Baltimore County, Greeting: You are hereby commanded, That all excuses set apart, you personally be and appear before the Circuit Court of Anne Arundel County, sitting in Equity; to be held at the City of Annapolis, on the first Monday of

April next, to answer the complaint of John Green and others against you in said Court exhibited. Hereof fail not as you will answer the contrary at your peril.

Witness, the Honorable William H. Thomas, Chief Judge of the said Court, the first day of March, 1920.

Issued 30th day of March, 1920.
Wm. N. Woodward, Clerk.

Circuit Court

Take Notice: That you are required to file your answer or other defence in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday the 5th day of April, 1920.

(Willis & Hudgins)
O. R. Anderson

April 3 - 1920 - Served.

Summoned aubo and copy left April 3rd, 1920

Samuel C. Mable, Sheriff.

Returnable 1st Monday April, 1920.

Maryland Act.

The State of Maryland, To Clarence J. Green and Helen Green, his wife, Marie S. Evening and John W. Evening, her husband, Grace Hart and John R. Hart, her husband, of Baltimore County, Greeting:

You are hereby commanded, that all excuses set apart, you personally be and appear before the Circuit Court of Anne Arundel County, sitting in Equity; to be held at the City of Annapolis, on the first Monday of April next, to answer the complaint of John Green and others against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable William H. Thomas, Chief Judge of the said Court, the first day of March 1920.

Issued 30th day of March, 1920.
Wm. N. Woodward, Clerk.

Circuit Court

Take Notice: That you are required to file your answer or other defence in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday, the 5th day of April, 1920.

(Willis & Hudgins)
O. R. Anderson

Wm. N. Woodward, Clerk.

Summoned omnes and copy left April 5th, 1920

Returnable 1st Monday Apr. 1920-

Samuel C. Mable, Sheriff.

Authority for appearance for defendants. - Filed 21st April, 1920.
 Authority to Solicitors.

The undersigned defendants in the above entitled case hereby authorize N. Thomas Kemp and Ridgely P. Melvin to appear as their solicitors in said case, to file an answer therein on behalf of these defendants, and to represent them throughout said proceedings; and the undersigned respectfully request the appointment of Ridgely P. Melvin as one of the trustees to sell the property mentioned in this case.

John W. Evering
 Marie S. Evering
 John R. Haut
 Grace E. Haut
 Carrie Buedel.

Answer of John W. Evering, Marie S. Evering, John R. Haut, Grace E. Haut and Carrie Buedel. Filed 21st April, 1920.

To the Honorable Judges of said Court:

The joint and several answer of John W. Evering, Marie S. Evering, John R. Haut, Grace E. Haut and Carrie Buedel to the bill of complaint in the above entitled cause against these respondents and others respectfully shows:

These respondents admit the allegations of facts set forth in the bill of complaint herein, and they assent to the passage of a decree for the sale of the property mentioned in the bill of complaint, and the division of the net proceeds thereof among the parties entitled, but these respondents respectfully request that the said property be sold at public sale after due advertisement by trustees appointed by this Honorable Court.

N. Thomas Kemp,

Ridgely P. Melvin.

Solicitors for Respondents.

John W. Evering, Marie S. Evering,
 John R. Haut, Grace E. Haut^{2^d} & Carrie Buedel.

Answer of Clarence J. Green and Helen Green. Filed Apr. 27 - 1920.

To the Honorable, the Judge of the said Court:

The Answer of Clarence J. Green and Helen Green, his wife, to the Bill of Complaint of John Green and others against them and others in this Court exhibited, respectfully states unto your Honor:

That answering the first, second, third, fourth, fifth and sixth paragraphs of said Bill, these respondents

admit the allegations therein contained, and ask that a decree may be passed in conformity therewith.
And as in duty, &c.

Clarence J. Green,
Helen Green.

State of Maryland, Baltimore County, to wit:
I Herely certify that on this, the 10th day of April, in the year one thousand nine hundred and twenty, before me, the subscriber, a Justice of the Peace of the said state, in and for the County aforesaid, personally appeared Clarence J. Green and Helen Green, his wife, and they severally made oath in due form of law that the matters and facts stated in the foregoing Answer are true, as therein set forth, to the best of their knowledge, information and belief.
As Witness my hand and my Notarial Seal.
Walter J. Mitchell
Justice of the Peace, 15th Dist.

General Replication - Filed June 5 - 1920.
To the Honorable Judge of said Court:
The plaintiff takes issue on the matters alleged in the Answers of the defendants so far as the same may be taken to deny, or avoid the allegations of the Bill.
Willis + Hudgins.
B. R. Anderson.

Petition and Order to take testimony - Filed June 5th, 1920.
To the Honorable Judge of said Court:
The petitioner of Green, the plaintiff in this case, respectfully represents that he desires to take testimony in this case and pray that leave be granted him to do so before one of the standing Examiners in this Court.
Willis + Hudgins.
B. R. Anderson,

Ordered this 8th day of June, 1920 by the Circuit Court for Anne Arundel County that leave be granted to the parties to this case to take testimony before any one of the standing Examiners of this Court.
Robert Moss, A. J.

Testimony taken before Examiner 8th June, 1920. Filed 22nd June, 1920.
Present: Mr. Frank Stockett, Examiner.

Mr. L. M. R. Willis }
Mr. Bruner R. Anderson } For the Plaintiff.
Mr. W. Thomas Kemp }
Mr. Ridgely P. Melvin } For the defendant.
Mr. Samuel J. Murphy, Stenographer.

Pursuant to an order passed in the above cause dated 8th June, 1920, the following testimony was taken at 1 P. M. in the office of Mr. Ridgely P. Melvin, State Circle, Annapolis, Maryland, on the 8th June, 1920.

Witness Mr. John Green, being duly sworn, testified as follows:-

By Mr. Willis.

Q. 1. Please state your name, residence and occupation?

A. John Green, Rossville, Baltimore County, Maryland, farmer, kind of retired farmer.

Q. 2. Do you know the parties to this suit?

A. I do.

Q. 3. All of them?

A. I know all these mentioned here and the infants also.

Q. 4. Did you know Philip Green?

A. I did.

Q. 5. Who was he?

A. He was my brother.

Q. 6. Look at the paper now handed you and state what it is?

A. This is my brother's will; it is a copy, a certified copy of Philip Green's will.

Q. 7. When did he die?

A. The 23rd November, 1919.

Q. 8. Do you know who were appointed administrators of the estate?

A. Yes sir, myself and you, Mr. Willis.

Q. 9. Will you kindly read the first item of that last will and testament?

A. I, Philip Green of Baltimore City in the State of Maryland do hereby make and publish this my last will and testament in manner and form following: After the payment of my just debts and funeral charges I give devise and bequeath all of my property, real, personal and mixed unto my brother John and his children living at the time of my death, my brother John and his children to share equally in the division thereof?

Q. 10. Are you married?

A. I am.

Q 11. Will you kindly state your wife's name, if living?

A. Emma N. Green; she is living.

Q 12. How many children of yours living at the time of the death of your brother, Philip Green?

A. Seven.

Q 13. Kindly state their names?

A. Clarence J., Marie Evering, Grace Hunt, Carrie Buedel, Philip N., Elsie and William J. Green.

Q 14. Are all of these children of age?

A. No sir, four of age; the four tops ones mentioned and the three infants the last three mentioned.

Q 15. Are any of your children married and if so state the husbands or wife's name?

A. Clarence J. is married, his wife's name is Helen; Marie Evering, her husband's name is John N. Evering; Grace Hunt, her husband's name is John R. Hunt; Carrie Buedel, her husband's name is Joseph Buedel.

Q 16. Will you kindly look at the paper now handed you and state what it is?

A. This appears to be the deed to my brother from Charles de Peyster Valk and Elizabeth C. Valk, his wife, of Annapolis City, State of Maryland to Philip Green of the same place, party of the second part; it is the property down on South River.

Q 17. What is the approximate acreage as given in that deed?

A. Containing about twelve and forty-six one-hundredths acres of land in one tract and five acres of land in the second tract, practically seventeen and one-half acres about.

Q 18. Under the will of your brother, Philip Green, who are entitled to take?

A. Myself and the children one-eighth each of this property.

Q 19. Is it susceptible of division between the parties in interest?

A. I don't think it is.

No cross examination.

In answer to the general question the witness replied: No sir.

John Green.

Witness Philip S. Morgan, being duly sworn, testified as follows:

By Mr. Willis.

Q 1. Please state your name, residence and occupation?

A. Philip S. Morgan, Wardour, Anne Arundel County, Maryland, real estate broker.

Q 2. Do you know any of the parties to this suit, if so, please state?

A. I do not.

Q 3. Are you acquainted with the values of the property in and about Annapolis and rivers about Annapolis?

A. Yes sir.

Q 4. How long have you been in the real estate business?

A. Ten years.

Q 5. How long have you been associated with properties in the neighborhood of Annapolis?

A. Six years, been living here within one and one-half miles of Annapolis.

Q 6. Will you kindly look at the paper now handed to you and state what it is?

A. This is deed between Charles de Peyster Valk, and Elizabeth C. Valk, his wife, of Annapolis, parties of the first part and Philip Green, part of the second part; and is deed to two tracts of land located on the shores of Broad Creek in Anne Arundel County and South River, containing seventeen and a fraction acres.

Q 7. Are you acquainted with this property?

A. Yes sir, I have been over it.

Q 8. Are you acquainted with the values of the adjacent properties in the neighborhood?

A. Yes sir.

Q 9. How much shore front has this property?

A. Somewhere over one thousand feet.

Q 10. How are the roads to the property?

A. The road is not especially good, about three miles from Camp Parole station over sandy road, it is not especially desirable road.

Q 11. With your knowledge of the place and the value of the surrounding property what would you state is a fair value of the property?

A. \$8500.00

Q 12. Why did you place that value on it?

A. I placed that on it because of the knowledge of the surrounding property sold for, that gained from knowledge of what Bull sold property for; he sold seventy

eight acres there and I base the value of the property on it; water front is possibly its whole value is has.

Q 13. How is its improvements?

A. A bungalow, garage, wharf and summer house; small but in good condition.

Q 14. What would you say is the approximate cost of the improvements?

A. At the present time, I would say it would cost, -

Q 15. No, I mean with this deed in view?

A. I should say \$2000.00 would cover them all.

Q 16. At the present time what would it cost to replace them?

A. Probably one-third more.

Q 17. By the answer of certain of the respondents in this case a public sale had been asked for; what do you think the property would bring at public sale?

A. Very hard question at the present time owing to the condition of the money market in Baltimore speculation being greatly slowed down in the last two months, very hard question, don't think it would possibly bring that figure.

Q 18. If you owned the property and had it for sale and had an offer at private sale for \$8500.00 would you think it a good sale?

A. Yes sir, I would like it a good deal.

Q 19. Is it susceptible of partition between the parties in interest?

A. That is a legal question.

Q 20. Would it be possible to divide it among eight people?

A. It could be cut to building lots.

Q 21. Could it be divided equally?

A. No sir, there would have to be a sale to divide it up.

No cross examination.

In answer to the general question the witness replied :- No sir.

Philip S. Morgan.

Witness Mr. Charles F. Lee, being duly sworn, testified as follows: - By Mr. Millis,

Q 1. Please state your name residence and occupation?

A. Charles F. Lee, Annapolis, Maryland, real estate.

Q 2. Do you know any of the parties to this suit, if so, state whom?

A. I do not; I did the former owner, the late

Philip Green.

Q 3. How long have you been in the real estate business?

A. Twelve years.

Q 4. Are you acquainted with the values of property along South River?

A. I am.

Q 5. Have you had any occasion to act as broker or agent for property along there?

A. I have.

Q 6. Will you look at this paper and state what it is?

A. A deed from Charles de Peyster Valk and Elizabeth C. Valk of Annapolis and Philip Green to the same, place, conveying one parcel containing twelve and forty-six one hundredths acres of land, more or less, and a second parcel conveying five acres, more or less, situated on South River and Broad Creek.

Q 7. Are you acquainted with this property?

A. I am.

Q 8. And had dealing with it?

A. Yes sir, I sold it to the late Philip Green for Mr. Valk?

Q 9. In what year?

A. I will have to refer to that deed. The 9th April in the year 1915.

Q 10. Can you recall what was the purchase price at that time?

A. I think the price was \$5500.00 for the twelve acres, it was not improved. The other parcel sold for \$200.00 per acre; about \$6500.00 for the entire tract.

Q 11. Without improvement?

A. Yes sir.

Q 12. Has there been any increase or deduction of the values of property along South River in the last few years?

A. There has been an increase.

Q 13. Has it been marked?

A. I cannot say it was; while there has been an increase the market has not been very active.

Q 14. What would you state to be a fair value for these two tracts of land with improvements?

A. About \$8500.00.

Q 15. What is that value due to?

A. I sold numerous tracts in the immediate vicinity and feel that is just about what it is worth at the present time.

Q 16. What were the improvements on it?

A. A small cottage of three or four rooms, garage and small summer building at the water's edge.

Q. 17. Would you think that this price you have given would increase or decrease at public sale?

A. It might vary one way or the other about \$500.00.

Q. 18. If you owned the property and had it for sale and were offered the sum of \$8500.00 at private sale, would you consider it to your advantage to sell it?

A. I would.

Q. 19. Is the property susceptible of division between the parties in interest?

A. I don't think so.

No cross examination.

In answer to the general question the witness answered: No.

Charles F. Lee.

There being no further witnesses produced before me in the above cause, I, therefore, closed the taking of testimony.

Frank H. Stockett (seal)
Examiner.

June 22nd, 1920.

Decree of Sale, July 6th 1920. Filed 6th July, 1920.

This cause standing ready for hearing, and being submitted, the proceedings were read and considered.

It is thereupon this sixth day of July, 1920, by the Circuit Court for Anne Arundel County in Equity Adjudged, Ordered and decreed that the property mentioned in these proceedings be sold by public auction and that Bruner B. Anderson and Ridgely C. Melvin be, and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows:-

They shall first file with the Clerk of this Court a bond to the State of Maryland executed by them and a surety or sureties, to be approved by this Court or the Clerk thereof, in the penalty of Ten Thousand Dollars (\$10,000.) conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make the sale, having given at least three weeks notice by advertisement in some newspaper published in Anne Arundel County and by such additional advertisements, if any, as they shall think proper, setting

forth the time, place, manner and terms of sale, which terms shall be as follows: A deposit of One Thousand Dollars (\$1,000.00) to be made at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per centum per annum to be paid in cash upon the ratification of the sale. And as soon as may be convenient after such sale, the said Trustees shall return to this Court and full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and at obtaining the Court's ratification of said sale and on the payment of the whole purchase money, and not before, the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the said purchaser, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, plaintiffs and defendants and those claiming by, from or under them, or any of them; and the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Robert Moss, A. J.

Trustee's Bond - Filed 7th August, 1920.

Know all Men by these Presents, That we Bruner R. Anderson and Ridgely P. Melvin of Anne Arundel County, State of Maryland and the Fidelity and Deposit Company of Maryland, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand (\$10,000.00) Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and date this seventh day August, in the year of our Lord one thousand nine hundred and twenty.

Whereas, the above bounden Bruner R. Anderson and Ridgely P. Melvin by virtue of a decree of the Circuit Court

for Anne Arundel County have been appointed trustee to sell the real estate mentioned in the proceedings in the case of John Green and others, vs. Clarence J. Green, and others, No. 4447 Equity, now pending in said Court.

Now the Condition of the above Obligation is such, that if the above bounden Bruner R. Anderson and Ridgely P. Melvin do and shall well and faithfully perform the trust reposed in them by said Decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of
Laura R. Jickling



Bruner R. Anderson (seal)
Ridgely P. Melvin (seal)
Fidelity and Deposit Co. of Md.
Per Ridgely P. Melvin
Attorney in Fact.

Report of Sale and Order Nisi Thereon. Filed 1st Sept. 1920.

To the Honorable, the Judges of said Court:

The report of Bruner R. Anderson and Ridgely P. Melvin, Trustees, appointed by a decree of this Court, passed in the above entitled cause, dated the 6th day of July, 1920, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with approved security, and after having complied with all other pre-requisites of said decree and of the law for such cases made and provided, and after having given notice by advertisement inserted in the Evening Capital and in the Weekly Advertiser, newspapers printed and published in Anne Arundel County, Maryland, and in the Baltimore Sun, and by handbills distributed throughout the City of Annapolis and the vicinity of the property in question, and elsewhere, giving notice of the time, place, manner and terms of sale, the said Trustees attended at the Court House, held in the City of Annapolis, Maryland, at 12 o'clock, noon, on Tuesday, August 31, 1920, in pursuance of said advertisements and then and there offered the property in question for sale by public auction to the highest bidder; the said property consisting of all that tract or parcel of land, with the buildings and improvements thereon, containing seventeen and one-half (17½) acres, more or less, located on South River and Broad Creek, in the Second Election District of Anne Arundel County, Maryland.

Being the identical property which was conveyed unto Philip Green, late of Anne Arundel County, deceased, by Charles de Beyster Valk and wife, by deed dated April 9, 1915, and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 117 folio 266.

And the said Trustees then and there sold said property to Henry S. Fink at and for the sum of Twelve Thousand dollars (\$12,000.00), he being at that figure the highest bidder therefor.

The said Trustees further report that they have obtained the purchaser's agreement to comply with the terms of sale, the same being as follows: "A deposit of one thousand dollars (\$1,000) will be required of the purchaser at the time of sale, and the balance of the purchase money, with interest thereon at the rate of six per centum per annum, to be paid in cash upon the final ratification of sale"; and that said deposit of \$1,000.00 has been duly made.

Respectfully submitted,
Brumer R. Anderson,
Ridgely P. Melvin,
Trustees.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 31st day of August, 1920, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Brumer R. Anderson and Ridgely P. Melvin, Trustees in the above entitled cause, and made oath in due form of law that the matters and things stated in the foregoing report of sale are true, as therein set forth, and that the said sale was fairly made.

Witness my hand and seal Notarial.
Laura R. Jickling,
Notary Public.

Handbill and Purchaser's Agreement -
William H. Moss, Auctioneer.

Trustee's Sale of Country Home on South River and Broad Creek - 17 1/2 acres, more or less.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated July 6, 1920, and passed in a cause therein pending entitled "John Green and others vs. Clarence J. Green and others", the undersigned, as the Trustees named in said decree, will offer for sale by

public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, August 31, 1920, at 12:00 o'clock, noon.

The property mentioned and described in said proceedings namely, all those two tracts or parcels of ground, containing in the aggregate 17 1/2 acres, more or less, situated on South River and Broad Creek on the north side of the Taylorville Ferry and being the identical property particularly described in the deed thereof from Charles de Peyster Valk and wife to Philip Green, dated April 9, 1915, and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 117, folio 266, and of which property the said Grantee, Philip Green, died seized and possessed in November, 1919; together with the buildings and improvements on said land, consisting of an attractive frame cottage, a garage and small summer house.

There are also upon the place valuable fruit trees and excellent drinking water. The beautiful location of this property at the mouth of Broad Creek on South River upon a high bluff overlooking the surrounding country, and the natural advantages of the place, make this a rare opportunity for the persons looking for this class of property, which is in great demand.

Terms of Sale: - A deposit of one thousand dollars (\$1000) will be required of the purchaser at the time of sale, and the balance of the purchase money, with interest thereon at the rate of six per centum per annum, to be paid in cash upon the final ratification of sale.

Bruner R. Anderson,
Ridgely P. Melvin,
Trustees.

Annapolis, Md. August 31, 1920.

I hereby certify that I have this day purchased the within described property from Bruner R. Anderson and Ridgely P. Melvin, Trustees, at and for the sum of twelve thousand (\$12,000); and I hereby agree to comply with the terms of sale as set forth on the reverse side thereof.

Witness my hand and seal

Witness:
N. N. Crisp.

Henry S. Fink (seal)
By J. C. Brewer, Agent.

Aug. 31, 1920.

Received one thousand dollars (\$1,000) as deposit on above sale.

Bruner R. Anderson,
Ridgely P. Melvin, Trustees.

Ordered, this first day of September, 1920, that the sale of the property mentioned in these proceedings, made and reported by Bruner R. Anderson and Ridgely P. Melvin, Trustees, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the second day of October, 1920; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the second day of October, 1920.

The report states the amount of sales to be \$12,000.00.
Wm. N. Woodward, Clerk.

Publisher's Certificate - Filed 8th Oct. 1920.

Annapolis, Md., September 30th, 1920.

We hereby certify, That the annexed advertisement Order nisi in the case of John Green, et al. vs. Clarence J. Green et al. In the Circuit Court for Anne Arundel County No. 4447 Equity, was published in the "Evening Capital and The Maryland Gazette", a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of October, 1920, the first insertion appearing on the 3rd day of September, 1920.

The Capital Publishing Co.

By Burleigh L. Fooks,
Assistant Manager.

Ordered By The Court, this 8th day of October, 1920, that the sale made and reported by Bruner R. Anderson and Ridgely P. Melvin, Trustees, as aforesaid, be and the said is hereby Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order nisi, passed in said cause, and that the said Trustees be allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss, A. J.

Auditor's Report and Account. Filed Jan. 18-1921.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account which is self explanatory. All of which is respectfully submitted.

James N. Owens, Auditor.

The Trust Real Estate of Philip Green, deceased in ac. with Ormer R. Anderson & Ridgely P. Melvin, Trustees - Cr.

To Trustees for their commissions		\$ 390 00		Aug. 31 st 1920.	
" " " Court Costs, viz:				By proceeds of sale of	
Plaintiff's Solicitor	\$ 10 00			real estate	\$ 12,000 00
Defendant's Solicitor	10 00				
Clerk of Court	25 45				
Sheriff's fee	3 60				
Examiner	4 00				
Stenographer	3 00				
Premium on Bond	40 00				
Notary fee	1 00				
Auditor	13 50	\$ 110 55			
<hr/>					
To Trustees for their Expenses, viz:					
Advertising (A. A. Advertiser)	\$ 30 50				
" (Balto. Sun)	12 00				
Auctioneer (W. H. Moss)	31 00				
Appraisalment (Chas. F. Lee)	10 00	83 50			
<hr/>					
To State & County Taxes for 1920		72 50			
" Millis & Supts Attorneys for fee by order of Court, subject to exceptions		250 00			
<hr/>					
To Bal. for distribution as follows					
John Green	\$ 13 86 69				
Clarence J. Green	13 86 68				
Marie Evering	13 86 68				
Grace Haut	13 86 68				
Carrie Buedell	13 86 68				
Philip Green	13 86 68				
Elsie Green	13 86 68				
William J. Green	13 86 68	\$ 11,093 45			
		\$ 12,000 00			\$ 12,000 00
<hr/>					

Order nisi -
 Ordered, This 18th day of January, 1921, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 19th day of February, 1921; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of February, 1921 next.
 Wm. N. Woodward, Clerk.

Office of The Weekly Advertiser, Annapolis, Md. Feb. 19, 1921.
 I hereby certify that the annexed Order nisi John Green, et
 vs. Clarence J. Green, et al. No. 4447 was published in The
 Weekly Advertiser a newspaper published in the City of
 Annapolis, once a week for three successive weeks before
 the 19th day of February, 1921. The first insertion being made
 the 20th day of January, 1921.

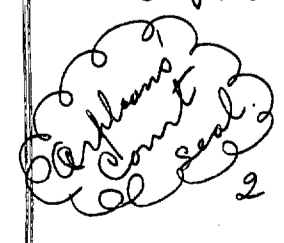
Annapolis Publishing Co.
 Publisher
 C. H. Tucker.

Ordered By The Court, this 26th day of February, 1921, that
 the foregoing Report and Account of the Auditor be and the
 same is hereby finally ratified and confirmed, no cause
 to the contrary having been shown, and that the Trustee
 apply the proceeds accordingly with a due proportion
 of interest as the same has been or may be received.
 Robert Moss, A. J.

Certificate of Guardianship -
 The State of Maryland, Baltimore County, cc.
 The subscriber, Register of Wills for Baltimore County,
 doth hereby certify, that it appears by the Records in his
 office, that on the 21st day of December in the year of
 our Lord one thousand nine hundred and twenty - John
 Green was appointed by the Orphans' Court of Baltimore
 County, Guardian to Philip W. Green, born April 4 - 1903,
 Elsie O. Green, born March 13 - 1905, and Wm. J. Green, born
 April 10 - 1908, minor children of said John Green; and
 that the said John Green being then and there present
 in said Court accepted of the said Guardianship, and
 gave Bond with securities, who were approved of by the
 said Court, for the faithful performance of his duty as
 Guardian to the said minor children.
 Amount of Bond \$25,000.00
 Surety
 New Amsterdam Casualty Co.

In Testimony Whereof, I hereunto subscribe my name
 and affix the seal of the said Court this 20th day of April
 in the year of our Lord one thousand nine hundred and
 twenty-one.

Test:
 Wm. J. Peach,
 Register of Wills for Baltimore County.
 2 similar papers were filed.



Know all Men by these Presents: That the undersigned, Marie Evering, of Baltimore County, Maryland, has received from Ridgely P. Melvin and Bruner R. Anderson, Trustees, in the case of Green versus Green, in the Circuit Court for Anne Arundel County, Maryland, the sum of Fourteen Hundred Thirteen Dollars and Fifty Six Cents (\$1,413.56), being the amount payable to the undersigned by virtue of auditor's account filed in said case, and duly ratified February, 26, 1921

And in Consideration Thereof, the undersigned does here by release, acquit, exonerate and discharge the said Ridgely P. Melvin and Bruner R. Anderson, Trustees, their heirs, executors and administrators, of and from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against them, or any of them, for or on account of the set amount, or the payment thereof, hereby declaring herself fully satisfied, contented and paid as above specified.

Witness the signature and seal of the undersigned this 31st day of March, 1921.

Witness: Marie Evering (seal)
John Kern.

State of Maryland, Baltimore County, to wit:

I Herby Certify that on this 31st day of March, 1921, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, duly commissioned and qualified, personally appeared Marie Evering, the releasor named in the foregoing release, and acknowledged the said release to be her act and deed.

Witness my hand and Notarial Seal.
John Kern,
Notary Public.

Know all Men by these Presents, That the undersigned Grace Haut, of Baltimore County, Maryland, has received from Ridgely P. Melvin and Bruner R. Anderson, Trustees, in the case of Green, versus Green, in the Circuit Court for Anne Arundel County, Maryland, the sum of Fourteen Hundred Thirteen Dollars and Fifty Six Cents (\$1,413.56), being the amount payable to the undersigned by virtue of auditor's account filed in said case, and duly ratified February 26, 1921.

And in consideration Thereof, the undersigned does here

by release, acquit, exonerate and discharge the said
 Ridgely P. Melvin and Bruner R. Anderson, Trustees, their
 heirs, executors and administrators, of and from all and
 every action, suit, claim or demand which could or
 might possibly be brought, exhibited or prosecuted a-
 gainst them, or any of the, for or on account of the set
 amount, or the payment thereof, hereby declaring her-
 self fully satisfied, contented and paid as above specified.

Witness the signature and seal of the undersigned
 this 31st day of March, 1921.

Witness:

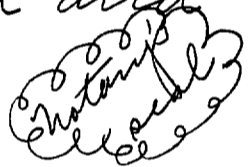
Grace Haut, (seal)

John Kern,

State of Maryland, Baltimore County, to wit:

I hereby Certify that on this 31st day of March, 1921,
 before me, the subscriber, a Notary Public of the State of
 Maryland, in and for Baltimore County aforesaid, duly
 commissioned and qualified, personally appeared Grace
 Haut, the releasor named in the foregoing release, and
 acknowledged the said release to be her act and deed.

Witness my hand and Notarial Seal.



John Kern,
 Notary Public.

Know all Men by these Presents, that the undersigned
 Carrie Buedel, of Baltimore County, Maryland, has re-
 ceived from Ridgely P. Melvin and Bruner R. Anderson,
 Trustees in the case of Green versus Green, in the
 Circuit Court for Anne Arundel County, Maryland, the
 sum of Fourteen Hundred Thirteen dollars and Fifty Six
 Cents (\$1,413.56), being the amount payable to the under-
 signed by virtue of Auditor's account filed in said case,
 and duly ratified February 26, 1921.

And in consideration thereof, the undersigned does
 hereby release, acquit, exonerate and discharge the said
 Ridgely P. Melvin and Bruner R. Anderson, trustees, their
 heirs, executors and administrators, of and from all
 and every action, suit, claim or demand which
 could or might possibly be brought, exhibited or
 prosecuted against them, or any of the, for or on
 account of the set amount, or the payment thereof,
 hereby declaring herself fully satisfied, contented and
 paid as above specified.

Witness the signature and seal of the undersigned
 this 31st day of March, 1921.

Witness:
John Kern,

Carrie Buedel, (seal)

State of Maryland, Baltimore County, to wit:

I Herby Certify that on this 31st day of March, 1921, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, duly commissioned and qualified, personally appeared Carrie Buedel, the releaser named in the foregoing release, and acknowledged the said release to be her act and deed.

Witness my hand and Notarial Seal.

John Kern,
Notary Public.

Petition for Decree Pro Confesso against defendant, Joseph Buedel.
Filed March 22, 1921. Order March 22 - 1921.

To the Honorable, the Judges of said Court:

The Plaintiff in this case respectfully show:

- (1). That this suit was filed on March 30, 1920, and that all of the defendants in the case were duly summoned.
- (2). That among these defendants was Joseph Buedel, the husband of Carrie Buedel, who were both returned summoned under date of April 3, 1920.
- (3). That the Answer of the said Carrie Buedel and of the other defendants was duly filed in these proceedings, but the said defendant, Joseph Buedel, has failed to file any answer, although the time for the same under the rules of Court has elapsed.

Your Petitioners, therefore, pray your Honors to pass a decree taking the Bill of Complaint Pro Confesso against the said Joseph Buedel for his said default in answering.

And as in duty bound, etc.

Brumer R. Anderson,
Plaintiffs' Solicitor.

Upon the foregoing petition, it is hereby Ordered by the Circuit Court for Anne Arundel County in Equity this 22nd day of March, 1921, that the Bill of Complaint in this case be, and the same is hereby taken Pro Confesso against the defendant, Joseph Buedel, he having been duly summoned and having failed to file his answer in this cause, although the time for same has elapsed. This decree to have effect as of the date of the original decree.

Robert Moss, A.J.

Seth H. Linthicum, Attorney,
 vs.
 George W. Engel, Margaret A.
 Engel, his wife, George S. Carson
 and Christine K. Carson, his wife.

No. 4298 Equity.
 In the Circuit Court for
 Anne Arundel County.

Order to docket suit - Filed 10th April, 1918.

Mr. Clerk:

Please docket suit in the above entitled cause and file the mortgage from George W. Engel and others to the Linthicum Heights Company of Baltimore City, as Plaintiff's Exhibit No. 1.

J. Chas. Linthicum Bro.
 Attorney for Plaintiff.

Plaintiff's Exhibit # 1 - Filed 10th April, 1918.

This Mortgage, made this eleventh day of October in the year nineteen hundred and sixteen, by and between George W. Engel and Margaret A. Engel, his wife, of the first part, and George S. Carson and Christine K. Carson his wife, of the second part, all of Anne Arundel County, State of Maryland, and hereinafter called "Mortgagors"; and the Linthicum Heights Company of Baltimore City, a Corporation of the State of Maryland, of the third part, hereinafter called "Mortgagee".

Whereas, the said Mortgagors are justly indebted unto the said Mortgagee in the sum of One Thousand Dollars (\$1,000.00), representing the balance of the purchase money for the property hereinafter described, as evidenced by their promissory note for said sum of even date herewith, and payable one year after date, with interest thereon at the rate of six per centum per annum payable semi-annually on the 11th day of April and October during the life of this mortgage; and

Whereas, it has been mutually agreed by and between the above named parties that this mortgage should be executed for the purpose of securing the payment of the said note, together with any and all renewals thereof, or substitutes therefor, at the times limited for the same.

Now, Therefore, This Mortgage Witnesseth: That in consideration of the premises and of the sum of Five Dollars (\$5.00) the said Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, in fee simple, the following property, namely:

1. All those two adjoining lots of ground situated in the Village of West Annapolis, Anne Arundel County, Maryland, which were conveyed unto the said George W. Engel and his wife by two deeds, namely: (1) deed from George F. Bar- chet and wife, dated August 17, 1909, and recorded in Liber G. W. No. 68 folio 288; and (2) deed from Elisabeth Giddings et al., dated July 25, 1916 and recorded in Liber G. W. No. 128 folio 487. The conveyance of this West Annapolis prop- erty, however, being subject to the legal operation and effect of a prior mortgage thereon from George W. Engel and wife to the Annapolis Eastport Building Association of even date herewith, and left for record just ahead of these presents.

2. All that lot or parcel of land situated in Linthicum Heights, in the Fifth Election District of Anne Arundel County, Maryland, and being designated as Lot No. 87 on a plat of the property of the said mortgage re- corded in Liber G. W. No. 60 folio 35, which was conveyed unto the said George L. Carson and Christine K. Carson, his wife by the said mortgage, by deed dated and left for record simultaneously with these presents.

This conveyance, however, being subject to the legal operation and effect of a prior mortgage thereon from George L. Carson and Christine K. Carson, his wife, to the said mortgage of even date herewith and left for re- cord just ahead of these presents.

Together with the buildings and improvements there- on and the rights, roads, ways, water, privileges, ap- purtenances and advantages, thereto belonging, or in anywise appertaining.

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and bene- fit of mortgagee, its successors and assigns forever. Provided that if the said mortgagors, their heirs, personal representatives or assigns shall well and truly pay or cause to be paid the aforesaid sum of One Thousand (\$1,000.00) dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the cove- nants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed, or to be levied or assessed on

said hereby mortgaged property, which, taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors, for themselves and their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, its successors or assigns, or Seth H. Smith their Attorney or Agent, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns, and which sale shall be made in the manner following: viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, its successors or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply first, to the payment of all expenses incident to such sale, including a fee of Twenty-five (\$25.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors or themselves and their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all

Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors themselves, their heirs, personal representatives and assigns do hereby covenant to pay and the said Mortgage, its successors or assigns or Seth H. Linthicum their said Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commissions.

And the said Mortgagors, for themselves and their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgage, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand (\$1000.00) dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgage, its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgage, its successors and assigns.

Witness the hands and seals of the said Mortgagors.

Test:

Laura R. Jickling.

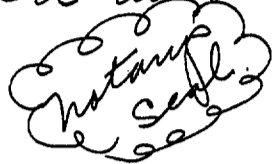
George W. Engel (seal)
 Margaret Engel (seal)
 Geo. L. Carson (seal)
 Christine K. Carson (seal)

State of Maryland, Anne Arundel County to wit:

I Herby Certify, that on this eleventh day of October, in the year nineteen hundred and sixteen before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George W. Engel and Margaret A. Engel his wife, and George L. Carson and Christine K. Carson, his wife, the mortgagors named in the above going mortgage and severally acknowledged the above.

58
going mortgage to be their act. At the same time also appeared Seth H. Linthicum, Agent and Attorney in fact of the within named mortgage, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, and also that he is the Agent of the said mortgage and duly authorized to make this affidavit.

Witness my hand and seal Notarial.



Laura R. Jickling,
Notary Public.

Trustee's Bond, Filed 15th June, 1918.

Know all Men by these Presents, That we, Seth H. Linthicum, W. Hampton Linthicum and George Mc. Law Benson, of the City of Baltimore, State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand dollars (\$6,000) to be paid to the State of Maryland or its certain Attorney, to which payment to be well and truly paid we bind ourselves, each of us, our and each of our heirs, administrators and executors, jointly and severally, firmly by these presents, sealed with our seals and dated this 5th day of June, 1918.

Whereas by mortgage from George W. Engel and Margaret A. Engel, his wife, George A. Carson and Christine A. Carson, his wife, to the Linthicum Heights Company of Baltimore City, dated the 11th day of October, 1916, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 133, folio 125 etc, power is given to the said mortgage, its successors or assigns, or to its duly constituted Attorney or Agent, to sell the mortgaged premises in the event of a default by the said mortgagors in complying with the terms thereof.

And whereas there has been a default, the said Seth H. Linthicum, the Attorney named in the mortgage, is authorized to exercise the power to sell aforesaid, which it is now his intention to do.

Now the Condition of the above obligation is such that if the said Seth H. Linthicum, Attorney named in the mortgage, shall abide by and fulfill the conditions and terms of said mortgage or any order or decree which shall be made by a Court of Equity in relation of the sale of the mortgaged premises or the proceeds arising from said sale, then this obligation shall be null and void; otherwise it will remain in full force and virtue of law.

As Witness our hands and seals the day and year first above written.

Test:
H. Lucile Trussell

Seth H. Linthicum (seal)
W. Hampton Linthicum (seal)
Geo. Mc. Law Denson (seal)

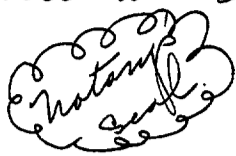
Statement of Mortgage Debt. - Filed 15th June, 1918.

Oct. 11, 1916 to amount 1st mortgage Geo. E. Stalb & wife	\$35.00.00
Apr. 11, 1917 " " 6 mos. Int. on 1st. mtg.	105.00
Oct. 11, 1917 " " 6 mos. Int. on 1st. mtg.	105.00
Apr. 11, 1918 " " 6 mos. Int. on 1st. mtg.	105.00
June 15, 1918 " " Int. from 4/11/18 to 6/15/18 on 1st. mtg.	37.22
<hr/>	
Oct. 11, 1916 to amount 2 nd mtg. Linthicum Heights Co.	\$1,000.00
Apr. 11, 1917 to 6 mos. Int. on 2 nd . mtg.	30.00
Oct. 11, 1917 " " " " " "	30.00
Apr. 11, 1918 " " " " " "	30.00
June 15, 1918 to Int from 4/11/18 to 6/15/18 on 2 nd . mtg.	20.66
To Insurance	31.50
" "	9.00
To Taxes 1917	55.20
To Water rent from 10/11/16 to 6/15/18 at \$18 per yr.	48.20
	<hr/>
	\$5106.78
Nov. 12 By Cash	\$32.50
Nov. 12 By Cash	77.50
	<hr/>
	110.00
	<hr/>
	\$4996.78
To amount due The Annapolis & Eastport Bldg. Ass'n. to 6/15/18	1569.16
	<hr/>
	\$6565.94
By 1st. mtg. Geo. E. Stalb & wife	\$3500.00
" " " Annapolis & Eastport Bldg.	1569.16
	<hr/>
	5069.16
	<hr/>
	\$1496.78

Respectfully submitted
Seth H. Linthicum, Attorney.

State of Maryland, City of Baltimore,
I hereby Certify, that on this 12th day of June, in the year nineteen hundred and eighteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Seth H. Linthicum, Attorney, the plaintiff in the above entitled case, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Witness my hand and Notarial Seal.



H. Lucile Trussell,
Notary Public.

Report of Sale. Filed 25th June, 1918.

To the Honorable Judge of said Court:

The report of sale of Seth H. Luthicum, Attorney named in a mortgage from George W. Engel, Margaret A. Engel, his wife, George L. Carson and Christine H. Carson, his wife, to the Luthicum Heights Company of Baltimore City, dated the 11th day of October, 1916, and recorded among the Land Records of Anne Arundel County in Liber 9. W. No. 133, folio 125 etc., power was vested in him to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows:

That after giving bond of security for the faithful discharge of his duties as attorney, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisement inserted in the Advertiser-Republican, a weekly newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, the said Attorney did, pursuant to said notice, on Saturday, June 15th 1918, at eleven o'clock A. M., attend at the Court House door, at Annapolis, and there and there sell unto the Luthicum Heights Company of Baltimore City, at and for the sum of Three Hundred Dollars (\$300), subject to a mortgage of \$1,569.00, the fee simple property firstly described herein, and at and for the sum of Seven Hundred and Fifty Dollars (\$750) subject to a mortgage of \$3,500.00, the fee simple property secondly described herein, the said Company being at those sums the highest bidder; which said properties are described as follows:

1st. All those two adjoining lots of ground situated in the Village of West Annapolis, Anne Arundel County, Maryland, which were conveyed unto the said George W. Engel and his wife by two deeds, namely: (1) deed from George F. Barchet and wife, dated August 17th 1909, and recorded in Liber 9. W. No. 68, folio 288, and (2) deed from Elizabeth Giddings, et al. dated July 25th 1916, and recorded in Liber 9. W. No. 128, folio 487; being subject to the legal operation and effect of a prior mortgage thereon from George W. Engel and wife to the Annapolis and Eastport Building Association, in the sum of Fifteen Hundred and Sixty-nine Dollars (\$1,569).

2nd: All that lot or parcel of land situated in Luthicum Heights, in the Fifth Election District of Anne Arundel County, Maryland, at the corner of Annapolis and Oakland Roads, and being designated as Lot No. 87 on a plat of the property of the Luthicum Heights Company recorded in Liber 97, No. 60, folio 35, which was conveyed to the said George L. Carson and Christine K. Carson, his wife, by the Luthicum Heights Company of Baltimore City, by deed dated October 11th, 1916, and recorded prior to the above mentioned mortgage to the Luthicum Heights Company of Baltimore City, being subject to the legal operation and effect of a prior mortgage from George L. Carson and wife to George Stall and wife, in the sum of Thirty-five Hundred dollars (\$3500.)

Both properties are improved by large dwellings, with all conveniences and both are in fee simple.

Taxes and other expenses to be adjusted to the day of sale.
 Terms of sale: One-third cash, balance in six and twelve months, or all cash, at the purchaser's option. Credit payments to bear interest and to be secured to the satisfaction of the undersigned. A deposit of \$200. on each property required of purchaser at time of sale.

Respectfully submitted.

Seth H. Luthicum,
 Attorney.

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 19th day of June, in the year Nineteen Hundred and Eighteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Seth H. Luthicum, Attorney, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal,



H. Lucile Russell,
 Notary Public,

Ordered by the Circuit Court for Anne Arundel County, this 20th day of June, in the year Nineteen Hundred and Eighteen, that the sale of the properties mentioned in these proceedings, made and reported by Seth H. Luthicum, Attorney, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of July, 1918, provided a copy of this order be inserted in some weekly newspaper pub-

lished in Anne Arundel County, once in each of three successive weeks before the 22nd day of July, 1918. The report states the amounts of sale to be Three Hundred dollars (\$300) subject to a mortgage of \$1,569. for the property firstly described therein, and Seven Hundred and Fifty dollars (\$750), subject to a mortgage of (\$3,500) for the property secondly described therein.

Geo. Wells, Clerk.

Office of The Advertiser Republican,

Annapolis, Md., July 22nd, 1918.

I hereby certify that the annexed Order nisi Seth N. Luthin cum, Attorney, vs. George N. Angel, Margaret A. Angel, his wife, and George L. Carson and Christine L. Carson, his wife, No. 4298 Equity, was published in The Advertiser-Republican a newspaper published in the City of Annapolis once a week for three successive weeks before the 22nd day of July, 1918. The first insertion being made the 27th day of June, 1918.

George J. Melvin,
Publisher.

Ordered by the Court, This 2nd day of August, 1918, that the sale made and reported by the Attorney aforesaid be and the same is hereby ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given as requested by the Order nisi passed in said cause; and, the Attorney allowed the usual commission and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss, A. J.

Auditor's Report and Account. Filed 20th August, 1918.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, in which it will appear that this property was sold subject to two prior mortgages of which an account is rendered in this Mortgage Statement; and the Auditor in stating the Account has not taken into consideration the prior mortgages but has only rendered the Account as to the mortgage under which the sale was made.

All of which is respectfully submitted.

James N. Owens,
Auditor.

The mortgaged Real Estate of George W. Engel et al. in ad. with Seth H. Smithicum Attorney, June 15, 1918

To the Atty. for his Commissions	\$ 60 00				
To Fee provided by mortgage	25 00	\$ 85 00			
To the Atty. for Court Costs viz:					
Solicitor	\$ 10 00				
Clerk of Court	10 50				
Auditor	9 00	\$ 29 50			
To the Atty. for his expenses viz:					
To Advertising, Adv. - Republican	\$ 24 50				
" " Order nisi	4 00				
" Auctioneer	11 00	\$ 39 50			
" Taxes for 1917		80 80			
" the Smithicum Heights Co. mortgages this amount on account of mortgage debt			815 20		
			\$ 1050 00		
				\$ 1050 00	

Memorandum of Mortgage debt as per statement filed					
Amount due mortgagor	\$ 1496 78				
By Amount allowed supra	815 20				
Balance due	\$ 681 58				

Ordered By The Court, this _____ day of _____ 19____ that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Equitable Mortgage Company
Inc., a body corporate,
vs.
John Woodward & Margaret Woodward.

No. 4238 Equity.
In the Circuit Court for
Anne Arundel County.

Order to docket suit - Filed 1st. October, 1917.
Mr. Clerk:

Please docket the above entitled case.

Thos. Chas. Williams,
Attorney for Plaintiff.

Plaintiffs' Exhibit A. - Filed 1st. October, 1917.

This mortgage made this Fifteenth day of July, in the year one thousand nine hundred and Eight by and between John Woodward and Margaret Woodward, his wife, of the first part, and Helen A. Clayton, of the second part, all of Anne Arundel County, in the State of Maryland, witnesseth:

Whereas, the said John Woodward and wife have this day borrowed of the said Helen A. Clayton the sum of Three Hundred and Fifty dollars and as evidencing the same have passed unto her their promissory note of even date herewith and payable five years after date, and as well their five other promissory notes of common and even date herewith, each for the sum of Twenty-one dollars and payable, the first thereof at one year after date and the remaining four at intervals of one year thereafter, respectively, for the annual interest upon the sum borrowed as aforesaid.

And Whereas it was a condition precedent to the making of said loan that these presents should be executed the more effectually to secure the same and the interest thereon accruing.

Now This mortgage witnesseth, that for and in consideration of the premises, and of the sum of One dollar, the said John Woodward and Margaret Woodward, his wife, do grant unto the said Helen A. Clayton, her heirs and assigns, in fee simple,

Beginning for all those two parcels of land lying in the Third Election District, the first thereof being part of "Water's security" and part of "Canaan", containing 3/4 acres of land more or less, which was conveyed unto the said Woodward by deed from John S. Mitchell dated Jan. 2nd, 1883, and recorded in Liber S. H. No. 20 at folio 619, one of the Land Records of the County aforesaid, and therein particularly described; the

second thereof adjoining the above; containing $10\frac{1}{2}$ acres, of land, more or less, which was conveyed unto the said Woodward by deed from James Thomas Johnson, dated the 19th day of June, 1908, and recorded among said Land Records immediately prior hereto, and being the property whereon Levy Johnson resided unto his son, the aforesaid grantor, by his last Will and Testament duly admitted to probate in said County.

Together with the buildings and improvements thereupon; and the rights, roads, ways, waters, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

To Have and To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Mortgagee - her - heirs and assigns forever.

Provided that if the said John Woodward and Margaret Woodward, his wife, their heirs, personal representatives or assigns, shall fail or cause to be paid said principal note at its maturity and the interest thereon regularly and annually, and shall perform all the covenants herein on their parts to be performed, then this mortgage shall be void.

And it is agreed, that, until default be made in the premises, the said Mortgagor shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property; which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors for themselves, their heirs, personal representatives, and assigns, do hereby covenant to pay when legally demandable.

But if default be made in the payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due, and demandable; and it shall be lawful for the said Mortgagee, her personal representatives and assigns, or Daniel R. Randall, her Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said

property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in said Anne Arundel county, and such other notice as by the said Mortgagee, her personal representatives or assigns may be deemed expedient, which time, place, manner and terms of sale may be such as said Mortgagee, or those making such sale may determine, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply, first, to the payment of all expenses incident to such sale, including all counsel fees and costs which may be incurred in collecting the mortgage debt, and also a commission to the party making sale of said property, equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, her personal representatives and assigns under this Mortgage, whether the same shall have then matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whosoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage, to keep insured the improvements on the hereby mortgaged land to the amount of at least Three Hundred dollars, and to cause the policy to be effected thereon to be so framed or indorsed, as in case of fire, to insure to the benefit of the said Mortgagee, her personal representatives and assigns to the extent of the lien or claim hereunder.

Witness the hands and seals of the said Mortgagors

Test:

Bertie A. Baldwin,

John Woodward (seal)
Margaret Woodward (seal)

For value received I hereby assign to the Equitable Mortgage Company, Incorporated, without recourse the within mortgage and notes thereby secured. As witness my hand and seal this 29th day of September, 1917.

Witness:

Jessie G. Hyles,
Daniel R. Randall,

Helen A. Clayton (seal)

State of Maryland, Anne Arundel County, to wit:

I Herewith Certify, That on this Fifteenth Day of July in the year one thousand nine hundred and eight before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared John Woodward and Margaret Woodward his wife, and did each acknowledge the foregoing mortgage to be their act, and now at the same time, before me, personally appeared also Daniel A. Randall, agent of the within named mortgage and made oath in due form of law, that the consideration set forth in the foregoing mortgage is true and bona fide, as therein set forth and that he is the agent of the within named mortgage, and authorized to make this affidavit.

As Witness my hand and notarial seal.

Bertie A. Baldwin
Notary Public.

Attorney's Bond - Filed 20th October, 1917.

Know all Men by these Presents:

That we, Equitable Mortgage Company, of the City of Baltimore, State of Maryland, and the New Amsterdam Casualty Company, a body corporate of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of Five Hundred and no/100 (\$500.00) dollars to be paid to the said State or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this seventeenth day of October A. D. 1917.

Whereas, the above bounden, Equitable Mortgage Company, by virtue of the power contained in the mortgage from John Woodward, et al. bearing date of July 15, 1908 and recorded among the land records of Anne Arundel County, Maryland, in Liber G. N. # 61, folio 65 etc., and filed in the matter of Equitable Mortgage Company, Assignee vs. John Woodward, et al in the Circuit Court for Anne Arundel County, Maryland, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the condition and covenants

therein contained.

Now, the condition of the above obligation is such, That if the above borrower Equitable Mortgage Company do and shall well and faithfully perform the trust reposed in it under the mortgage aforesaid, and shall abide by and fulfill and order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of Grace L. Boehl

Equitable Mortgage Co. Incorporated 1915

Equitable Mortgage Company
Thos. Chas. Williams
Pres.

Attest:
R. N. Gallon
Assistant Secretary.

Notary Seal

New Amsterdam Casualty Co.
By: E. J. Hobson, Vice President.

Statement of mortgage debt. - Filed 20th Oct. 1917.

Principal due	-	-	-	-	-	-	-	\$ 350. 00
Interest to date	-	-	-	-	-	-	-	6. 25
Total	-	-	-	-	-	-	-	\$ 355. 25

State of Maryland, City of Baltimore, Md:
I hereby certify that on this 19th day of October, 1917, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Thos. Chas. Williams, President of the Equitable Mortgage Company, Inc., a body corporate, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid. And he further made oath that he is the agent of the said Plaintiff and duly authorized to make this affidavit, and has personal knowledge of the matters therein stated.

As witness my hand and notarial seal.
Grace L. Boehl,
Notary Public.

Notary Seal

Report of Sale. Filed 23rd October, 1917.

To the Honorable Judge of the Circuit Court of Balto. City:

The Report of Sale of the Equitable Mortgage Co., Inc., assignee of the mortgagee in the above entitled cause with power to make sale of fee simple property in Anne Arundel County in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of its trust as prescribed in said mortgage, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the "Evening Capital" a daily newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Monday, the 22nd day of October, 1917 at 12 o'clock M., attend on the premises and there and there sold the following described property to the Chesapeake Realty Company of Baltimore City, for the sum of Eight Hundred Dollars (\$800) Cash.

All those two tracts of land in fee, described as follows:

Beginning for all those two parcels of land lying in the Third Election District, the first thereof being part of "Waters' Security" and part of "Canaan" containing 34 acres, more or less, which was conveyed unto John Woodward by deed from John S. Mitchell, dated Jan. 2nd 1883, and recorded in Liber S. H. No. 20, at folio 619, one of the Land Records of the county aforesaid, and therein particularly described; the second thereof adjoining the above, containing 10 1/2 acres of land, more or less, which was conveyed unto the said Woodward, by deed from James Thomas Johnson, dated the 19th day of June, 1908, and recorded among the said land records; being more particularly described in a deed from Ann Maria Cook to Serfer K. Arnold dated April 30th, 1902, recorded among the land records of Anne Arundel County in Liber G. N. No. 36, folio 184, &c. Subject to any prior mortgages which may be unreleased.

Equitable Mortgage Company, Inc.
Thos. Chas. Williams, Pres.

State of Maryland, City of Baltimore, Oct.

I Hereby Certify, That on this 22nd day of October, 1917, before me, the subscriber, a Notary Public of the

State of Maryland, in and for the City of Baltimore aforesaid personally appeared Thos. Chas. Williams, President of the Equitable Mortgage Co., Inc., Assignee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.
 As witness my hand and Notarial seal,
 Grace L. Boehl,
 Notary Public.

Order nisi -

Ordered, this 23rd day of October, 1917, That the sale of the property mentioned in these proceedings made and reported by the Equitable Mortgage Company, Inc., Assignee be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 24th day of November next, Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of November next. The report states the amount of sales to be \$800.00.
 Geo. Wells, Clerk.

Office of The Advertiser - Republican

Annapolis, Md., Nov. 24th 1917.

I hereby certify that the annexed Order nisi Equitable Mortgage Company, Inc., a Body Corporate, vs. John Woodward, et al. No. 4238 Equity was published in The Advertiser - Republican a newspaper published in the City of Annapolis, once a week for three successive weeks before the 24th day of November, 1917, The first insertion being made the 25th day of October, 1917.

George J. Melvin,
 Publisher.

Ordered By The Court, This 7th day of December, 1917 that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order nisi passed in said cause, and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Wm. Henry Forsythe Jr.

Copy of judgement.
 docket No. _____
 Suit No. 1757
 Cyrus N. Joyce
 vs.
 John Woodward, dec'd.
 and Samuel Woodward.

Before
 John N. Davis, Justice of the
 Peace of the State of Maryland.
 In and for Anne Arundel
 County
 Action Promissory note
 Summons issued Oct. 4, 1909.
 Directed to Sheriff Melhams
 Returnable Oct. 9, 1909.
 Returned summoned.

Oct. 16 - 11 A.M. - 1909

Defendants did not appear
 Trial ex parte judgment on note filed
 in favor of the Plaintiff for the sum of Thirty Dollars
 and _____ cents with interest from date until paid, and
 one dollar and ninety cents cost.
 \$1.90 costs paid by plaintiff
 Witness my hand and seal

John N. Davis (seal)
 Justice of the Peace.
 John M. Davis (seal)
 Justice of the Peace.

True copy from my docket.

Rec'd five dollars on within note, Oct. 26 - 1910.
 " " note as in trust Nov. 1911.
 Credit \$10 pd. on a/c

John S. Straborn, Atty.
 Copy of judgement
 Amount \$ 3 00. 00
 Cost 1.90
 Recording .25-

Received for record this 28th Octob^r, 1909 and same day
 recorded in Liber G.M. No. 5 folio 373 One of the Records of
 magistrates' judgments for Anne Arundel County and
 Ex'd for

Geo. Wells, Clerk.
 Petition of Isaac Strauss - Filed 22nd Jan. 1918.

Isaac Straus
 vs.
 Charles Woodward
 Richard Woodward } Action
 Before Justice of the Peace
 Charles C. Slubin
 State of Maryland, City of Balto. Oct.
 Nov. 7 - 1917.

Defendant appeared and confessed judgment in favor of
 the plaintiff for fifty three dollars and nine cents + costs.
 Judgment in favor of the plaintiff for fifty three dollars
 and nine cents, debt, current money, with interest from

until paid and forty five cents. and four dollars and sixty cents attorneys collections waiving all night, stay and exemptions laws as per authority contained in note signed by defendants.

Witness my hand and seal.
\$.45 costs paid by Plaintiff
True Copy - Test: Charles C. Mulin
Recorded 7" Nov. 1917.
Charles C. Mulin J. P. (Seal)
J. P. (Seal)

To the Honorable, the Judges of said Court:

The petition of Isaac Stranes respectfully shows:
(1). That he is the holder of a judgment against Charles Woodward and Richard Woodward, two of the distributees in this case, an official copy of which judgment is hereto attached as a part hereof.

Your petitioner, therefore, respectfully prays the Court to pass an order herein, instructing the Auditor in stating his account in this case to allow your petitioner's judgment according to its legal priority, out of any funds audited to the defendants, or either of them.

And as in duty bound, etc.
Ridgely P. Melvin,
Solicitor for Petitioner.

Upon the foregoing petition it is hereby Ordered this 23rd day of January, 1918, by the Circuit Court for Anne Arundel County in Equity that the Auditor, in stating his account in this case, allow the judgment claim of Isaac Stranes against Charles Woodward and Richard Woodward according to its legal priority.
Robert Moss, A. J.

Petition - Filed 23" March, 1918.

To the Honorable, the Judge of the said Court:

The Petition of the Chesapeake Realty Company of Baltimore City, respectfully shows unto your Honor:

1. That on or about the 22nd day of October, 1917, the Equitable Mortgage Company, Inc., Assignee of Helen A. Clayton, mortgagee, of certain tract of land in Anne Arundel County, as will more fully appear by reference to the mortgage filed heretofore in this case, sold the said tract of land by virtue of the power contained in the said mortgage, to your petitioner.
2. That the said sale was duly reported to this Court.
3. That no exceptions were made or filed to the rati-

fication of the said sale, and the said sale was duly
ratified on the _____ day of _____

4. That your petitioner is entitled to the possession of
the said property, but that one Charles Woodward,
was at the time of the said sale and is still in
possession of a part of the said land, and upon de-
mand has refused to deliver possession of the same to
your petitioner as such purchaser.

5. That your petitioner is advised that it is entitled
to have a writ in the nature of a writ of habere
facias possessionem issued from this Honorable Court.
Your Petitioner, therefore, prays this Honorable Court
to issue the writ in the nature of a writ of habere
facias possessionem as above set forth.

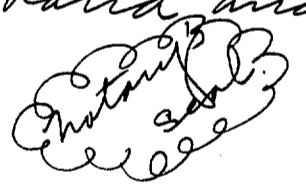
And as in duty bound, etc.,

Thos. Chas. Williams
Solicitors for Petitioner.

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 21st day of March,
1918, before me, the subscriber, a Notary Public of the
State of Maryland, in and for the City of Baltimore,
personally appeared Thos. Chas. Williams, Attorney for
the Chesapeake Realty Company, and made oath in
due form of law that the matters and facts con-
tained in the foregoing petition are true and bona
fide as therein set forth, to the best of his knowledge
and belief.

As witness my hand and notarial seal.



Grace L. Boehl,
Notary Public.

Ordered by the Circuit Court for Anne Arundel County
this 23rd day of March, 1918, upon the foregoing
petition and affidavit, that a writ of habere facias
possessionem issue against the said Charles Woodward
who is now in actual possession of a part of the
fee simple property in Anne Arundel County, which
said property is described in the mortgage filed as
an exhibit in these proceedings, on or before the 12th
day of April unless cause to the contrary be shown
on or before the same date, provided a copy of this
petition and order be served upon Charles Woodward
on or before the 3rd day of April, 1918.

Robert Moss, A. J.

Copy of the foregoing petition and order of Court served upon and left with Charles Woodward 30th day of March 1918,

Joseph H. Bellis, Sheriff.

Order - Filed July 30th, 1918.

To the Honorable, the Judge of the said Court:

Your Petitioners, the attorneys in the above entitled case, respectfully show unto your Honor:

1. That the mortgage executed by the mortgagors in the above entitled case provides a clause for the allowance of a counsel fee, as will more fully appear by reference to the mortgage filed in the within case.

2. That your petitioners were employed by the mortgagee to institute these proceedings.

3. That among other services that they have performed for the estate, was the drawing and filing of a petition and preparation of a writ of habeas facias possessionem for the purpose of ejecting one Charles Woodward who remained in possession of the premises after the date of the sale and refused to vacate.

Your Petitioners, therefore, pray:

1. That an order may be passed by this Honorable Court allowing them a reasonable counsel fee.

2. And that they may have such other and further relief as their case may require.

And as in duty bound etc.

Thos. Chas. Williams,

Eugene P. Childs,

Petitioners.

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 15th day of June, 1915, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Thos. Chas. Williams, one of the petitioners, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true and bona fide as therein set forth.

As witness my hand and notarial seal.

Grace L. Boehl,
Notary Public.

Notary Seal

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 18th day of June, 1918, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Thos. Chas. Williams, one of the petitioners and made oath in due form of law that the matters and facts set forth in the foregoing petition are true and bona fide as therein set forth.

As witness my hand and notarial seal.



Grace L. Boehl
Notary Public.

Ordered by the Circuit Court for Anne Arundel County, this 30th day of July 1918, upon the foregoing petition and affidavit, that Eugene Childs and Thos. Chas. Williams, the petitioners, be and they are hereby allowed a counsel fee of Twenty-five for their services as attorneys for the mortgagee, in the above entitled matter.

Robert Moss, A.J.

July 30th, 1918.

We the undersigned members of the bar of Anne Arundel Circuit Court having examined the proceedings herein, do recommend a fee of ⁽²⁵⁾ Twenty five dollars.

Geo. M. Murrise
Ridgely P. Melvin.

Auditor's Report and Account - Filed 30th July, 1918.

To the Honorable, the Judges of said Court

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account which is self explanatory.

All of which is respectfully submitted,

James N. Owens,
Auditor.

Mr. The mortgage Real Estate of John Woodward, et al. in vac. with The Equitable Mortgage Co., Inc.					
To the Equitable mtg. Co. for its commissions			\$ 49 00	October 25, 1917	
Fee Order of Court			25 00	By proceeds of sale of Real Estate.	\$ 800 00
To the mortgagee for its expenses, viz:					
To advertising sale and Order nisi (Evening Capital)	\$ 26 50				
To Auctioneer (E. J. Newell)	11 00				
" Order nisi this ac. (Admission)	4 00	41 50			
To the mortgagee for court costs, viz:					
" Solicitor	\$ 10 00				
" Clerk	10 30				
" Auditor	9 00				
" Premium on Bond	5 00	34 00			
To the mortgagee for its taxes, viz:					
" State + County taxes 1916	21 50				
" " " " " 1917	17 22	38 72			
To Isaac Straus, amt. of judgments with Costs of Sec, claim filed,			58 14		
To Cyrus N. Joyce, amt. of judgment claim filed less credits			29 00		
To the Equitable mortgage Co. in full of mortgage and interest			355 25		
To John Woodward, mortgagor, this balance			169 39		
			\$ 800 00		\$ 800 00

Ordered By The Court this _____ day of _____ 19 _____ that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Exceptions to Auditor's Account - Filed 22nd August - 1918.

Samuel Woodward, one of the remaindermen entitled to participate in the distribution in the within cause, excepts to the ratification of the Auditor's Account, for the following reasons:

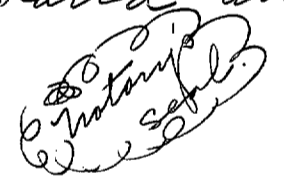
1. That a certain Isaac Strauss has filed his judgment claim in this account against Charles Woodward and Richard Woodward,
2. That the said judgment claim is not a lien on the funds remaining in the within estate, after paying the amount of the mortgage claim and costs.
3. And for other reasons to be assigned at the hearing of these exceptions.

Thos. Chas. Williams.
Solicitor for Exceptant.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 17th day of July, 1918, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Samuel Woodward, and he made oath in due form of law that the matters and facts set forth in the foregoing Exceptions to the Auditor's Account are true and bona fide as therein set forth, to the best of his knowledge and belief.

As witness my hand and notarial seal.



Elinore G. Girault.
Notary Public.

In the matter of the Sale of
the mortgaged Real Estate of
The Ferndale Farms, Corporation.

No. 4496 Equity.
In the Circuit Court for
Anne Arundel County.

Order to shocket case - Filed 16th Nov. 1920.

Wm. N. Woodward, Clerk,

shocket this case, file original mortgage + assignment.
B. R. Anderson, Atty

Mortgage - Filed 16th Nov. 1920.

This Mortgage, made this 30th day of December nineteen
hundred and thirteen, Witnesseth:

Whereas The Ferndale Farms Corporation, a body corporate,
being a member of The Parkwood Building and Loan Ass-
ociation, a body corporate, has received from it an advance
of eighteen hundred dollars or eighteen shares of stock, the
execution of these presents being a condition precedent to
the granting of the advance:

In Consideration of the premises and of the sum of one
dollar, said The Ferndale Farms Corporation doth grant
unto said Parkwood Building and Loan Association, its
successors and assigns, that lot or parcel of ground, situ-
ate in Anne Arundel County, in the State of Maryland,
and described as follows:-

Beginning on the north side of Wellham Avenue at
the distance of one hundred and fifty-two and twenty
one-hundredths feet easterly from the northeast side of
the Annapolis Road; thence easterly binding on the north
side of Wellham Avenue one hundred feet by an even rect-
angular depth northerly of two hundred feet, said lot be-
ing designated as lot No. 78 Section "C" on the Plat of
Ferndale Farms filed in Plat Book of Anne Arundel
County in Plat Book G. N. No. 1, folio 83, etc.

Being a part of the ground which by deed dated May
20, 1913, and recorded among the Land Records of Anne
Arundel County in Liber G. N. No. 97, folio 450 etc. was
granted and conveyed by David C. Mc. Intosh Jr., et al. to the
said party of the first part in fee simple.

Together with the buildings and improvements thereupon
and the rights and appurtenances thereto belonging or apper-
taining.

To Have and To Hold the same unto the use of said
Parkwood Building and Loan Association, its successors
and assigns, in fee simple.

Provided, that if the mortgagor shall pay or cause to

he paid all sums legally demandable hereunder, when and as payable, and perform all covenants on its part herein contained, this mortgage shall be void; but until default made in the premises the mortgagor its successors and assigns, shall retain possession of the property.


And the mortgagor covenant with the mortgagee, its successors and assigns, as follows: to pay as dues the weekly sum of four and ⁵⁰/₁₀₀ dollars every regular weekly meeting of the Association, until the sum of eight hundred dollars shall have been repaid; also to pay at the same time as interest the weekly sum of two dollars and sixteen cents the weekly payments of interest being reduced twelve cents each and every time when one hundred dollars shall have been repaid in dues; to pay when due all ground rent, taxes and assessments upon the mortgaged property and exhibit to the proper officer of the Association receipts therefor on demand; to pay all fines imposed in accordance with the charter, constitution and by-laws of the Association; to keep the improvements on the mortgaged land fully insured against loss by fire, for the use of the mortgagee, in some company, acceptable to it, to the extent of its' lien hereunder.

And the mortgagor agrees that upon default in any condition herein the whole mortgage debt hereby secured shall become due and payable.

And it shall be lawful for said mortgagee, its successors and assigns, or Joseph N. Cisham, its attorney, at any time after default in any condition of the mortgage shall have continued for twelve weeks, to sell the mortgaged property, or so much thereof as may be necessary, to satisfy such debt, interest and attendant costs, and to convey the same to the purchaser or purchasers, or person entitled, sale to be made upon giving twenty days' notice of the time, place, manner and terms thereof in some newspaper printed in Anne Arundel County and such other notice as may be deemed expedient. The proceeds of sale shall be applied, first, to the payment of the expenses of sale, including a counsel fee of _____ dollars and a commission to the party equal to that allowed to trustees making sales under decrees in equity; secondly, to the payment of all claims under the mortgage, whether matured or not; and any surplus shall be paid to the mortgagor or other person entitled. But, if the mortgage is paid off after advertisement begun and

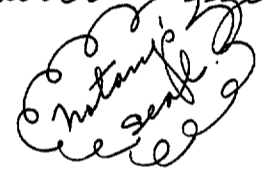
before sale, one half such commissions and the whole ex-
penses incident to the procedure shall be paid by the mortgagor.

Witness the corporate seal of the mortgagor and the sig-
nature of H. C. Mc. Intosh Jr. - its President hereto

Test:  The Ferndale Farms Corporation (seal)
By H. C. Mc. Intosh Jr. (seal)
President.
James F. Thrift,
Sec. Treas.

State of Maryland, Baltimore City, Md.

This Certifies, that on this 30th day of December nineteen
hundred and thirteen before the subscriber, a notary pub-
lic of said State, in and for the City aforesaid personally
appeared H. C. Mc. Intosh Jr. the President of
the mortgagor named in the foregoing mortgage, and ac-
knowledged the same to be its act, and at the same time
before me also personally appeared John H. Sause Jr. presi-
dent and agent of the Parkwood Building and Loan Associ-
ation, the mortgage therein named, and made oath in
due form of law, that the consideration of said mortgage
is true and bona fide as therein set forth, and that he is
such agent duly authorized to make this affidavit.



Wm. H. Poultney,
Notary Public.

The Parkwood Building and Loan Association of Balto-
more City hereby assigns the within mortgage to Bruner
R. Anderson.

As witness the corporate seal of The Parkwood Build-
ing and Loan Association and the signature of John
H. Sause, Jr., its President.

Test:  By John H. Sause, Jr.
Horton S. Smith. President.

Attorney's Bond - Filed 16th Nov. 1920.

Know all Men by these Presents; That we Bruner R.
Anderson of 126 Law Building, City of Baltimore, State of
Maryland, as Principal, and the New Amsterdam Casualty
Company, a body corporate of the State of New York, hav-
ing an office and principal place of business in the
City of Baltimore State of Maryland, as Surety, are
held and firmly bound unto the State of Maryland,
in the full and just sum of Three Thousand (\$3000.00)
dollars, to be paid to the State of Maryland or its certain
attorney; to which payment, well and truly to be made

and done, we bind ourselves and every of us, our and every of our heirs, executors, administrators, successors or assigns, in the whole and for the whole, jointly and severally, firmly, by these presents.

Sealed with our seals and dated this tenth day of November, in the year of our Lord nineteen hundred and twenty

Whereas, by virtue of the power of sale contained in a mortgage from the Ferndale Farms Corporation, bearing date December 30th 1913, recorded among the Land Records of Anne Arundel County in Liber G. N. No. 104, Folio 343, etc., which said mortgage has been assigned to Bruner R. Anderson, the said Bruner R. Anderson is about to sell the land and premises described in said mortgage, default having been made in payment of the money as specified and in the conditions and covenants therein contained.

Now, Therefore, The condition of the foregoing obligation is such, That if the above bounden Bruner R. Anderson, do and shall well and truly and faithfully perform the trust reposed in him as Assignee of the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made or passed by any court of equity in relation to the sale of said mortgage property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Witnessed:
Cora A. Du Laney
L. N. Kennedy.

Bruner R. Anderson (seal)
New Amsterdam Casualty Co.
By: Milton R. Gosweiler
Attorney-in-fact.

Report of Sale - Filed 30th Nov. 1920.

To the Honorable Judges of the said Court:

The report of Bruner R. Anderson, Assignee, in the above entitled case respectfully shows to this Court:

That after having given notice in the Weekly Advertiser, a newspaper published in Anne Arundel County, once a week for more than three successive weeks, of the time, place, manner and terms of sale, and after bond had been filed with the Clerk of the Circuit Court for Anne Arundel County, he attended at the Court House door in the City of Annapolis, on Tuesday, November 30th, 1920, at 11 o'clock A. M. and sold all that lot of ground and improvements in the said mortgage described,

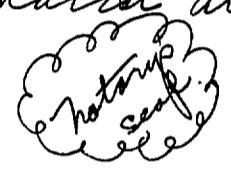
which said mortgage is filed in this case, to Lawrence S. Kaufman and Jacob Kaufman, who were then and there the highest bidders therefor, at and for the sum of Thirty Five Hundred dollars.

Bruner R. Anderson, Assignee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 30th day of November, 1920, before me the Subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Bruner R. Anderson, Assignee, and made oath in due form of law that the matters and facts set forth in the aforesaid Report of Sale are true as therein set forth, and that said sale was fairly made.

Witness my hand and Notarial seal.



Cara A. Du Laney,
Notary Public.

Ordered, this 14th day of December, 1920, That the sale of the property mentioned in these proceedings made and reported by Bruner R. Anderson, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 15th day of January, 1921; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of January, 1921 next.

The report states the amount of sale to be \$3500.00
Wm. N. Woodward, Clerk.

Office of The Weekly Advertiser.

Annapolis, Md., January 15, 1921.

I hereby certify that the annexed Order nisi in the matter of the Sale of the Mortgage Real Estate of Ferndale Farms, Corp. No. 496 Equity was published in The Weekly Advertiser a newspaper published in the City of Annapolis, once a week for three successive weeks before the 15th day of January, 1921. The first insertion being made the 10th day of December, 1920.

The Annapolis Publishing Co.
Publishers
E. H. Tucker.

Ordered By The Court, This _____ day of _____ 1921 that the sale made and reported by the trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order nisi, passed in said cause; and the trustee

allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Petition of William Nickel to have his name stricken out as one of the purchasers and Order ratifying sale.
Filed 1st Feby. 1921.

To the Honorable, the Judge of the said Court:

The petition of William Nickel, one of the purchasers of the mortgaged property sold in this cause, respectfully represents:

1. That your petitioner William Nickel together with Lawrence S. Kaufman and Jacob Kaufman purchased the aforesaid mortgaged property and the sale was reported by B. R. Anderson, Assignee, in the above mortgaged, and a nisi order was passed thereon for the ratification of same. That your petitioner has transferred all his right, title and interest in the said property to the other two purchasers, to wit, Lawrence S. Kaufman and Jacob Kaufman.

Wherefore he prays the Court to pass an Order eliminating him as one of the purchasers and that the same be ratified to Lawrence S. Kaufman and Jacob Kaufman, the remaining purchasers.

And as in duty bound &c.

William Nickel -
Petitioner

State of Maryland, City of Baltimore, to wit:

This is to certify, that on this 27th day of January, 1921, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared, William Nickel, the above named petitioner, and who made oath in due form of law that the matters and facts as above set forth are true to the best of his knowledge, information and belief.

As witness my hand and Notarial Seal.



Emily C. Harrison
Notary Public.

I hereby assent to the passage of the Order as prayed.

B. R. Anderson,
Assignee of mortgage.

We hereby assent to the passage of the Order as prayed.

Lawrence S. Kaufman.
Jacob Kaufman.

Upon the foregoing petition and affidavit, It is this 1st. day of February 1921, by the Circuit Court for Anne Arundel County, (in equity), Ordered that the name of William Nickel be eliminated by interlineation from the report of sale, filed in this cause by B. R. Anderson, assignee of said mortgage, And my cause to the contrary be shown. It is further Ordered that the sale heretofore reported to Lawrence S. Kaufman and Jacob Kaufman, be and the same is hereby finally ratified and confirmed.

Robert Moss, A.J.

Auditor's Report and Account - Filed 1st February, 1921.
To the Honorable, the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account in which after allowance of commissions, costs, expenses, taxes and mortgage claim in full the balance is audited to Albert A. Plouns who was the fee simple owner of the real estate having become the purchaser thereof from the mortgagors after the execution of the mortgage.

All of which is respectfully submitted,
James N. Owens, Auditor.

The Mortgaged Real Estate of				
Arthur A. Plouns in ac. with Bruner R. Anderson, Assignee.				C.
Assignee's Commission		\$ 135 00	Oct. 1st. 1920	
To Assignee for Court Costs, viz:			By proceeds of sale	
Solicitor	\$ 10 00		of real estate	\$ 3500 00
Clerk of Court	10 35			
Premium on Bond	10 00			
Auditor	9 00	\$ 39 35		
To Assignee for Expenses, viz:				
Advertising sale (A. A. Advertiser)	\$ 22 00			
Order Misc on sale	5 00			
" " " this account	5 00			
Auctioneer (N. H. M.)	15 00			
1/2 Internal Revenue Stamp	1 75	\$ 48 75		
To Taxes for 1920		\$ 28 30		
To Bruner R. Anderson, Assignee,				
Mortgage in full of mortgage claim		\$ 941 00		
and interest.				
Balance to Arthur A. Plouns		2307 60		
		\$ 3500 00		\$ 3500 00

Ordered, This First day of February, 1921, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the fourth day of February, 1921; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the fourth day of February, 1921.

Wm N. Woodward.

Ordered By The Court, this 15th day of November, 1921, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Robert Moss, A. J.

In the Matter of the Sale
of the Mortgaged Real Estate
of William E. Gantt and wife.

No. 4384 Equity.
In the Circuit Court for
Anne Arundel County.

Mr. Clerk:
Please docket this suit and file original
mortgage.

Winson G. Gatt,
Attorney named in Mortgage.

Mortgage - Filed 8th May, 1919.

This Mortgage, made this 28th day of February in the
year nineteen hundred and fourteen, by and between
William E. Gantt and Mary C. Gantt, his wife, parties of
the first part, and George C. Barton, Carey L. Meredith,
Charles F. Lee, and Winson G. Gatt, parties of the second
part, all of Anne Arundel County, Maryland, Witnesseth:

Whereas, the said parties of the first part have this
day borrowed from the said parties of the second part
the sum of Twelve Thousand dollars (\$12,000.00), the sum
of Three thousand dollars (\$3,000.00) being contributed by
each of the said parties of the second part; and to see-
cure the prompt payment thereof the said parties of the
first part have given to the said parties of the second
part their promissory note, of even date herewith, for said
amount, payable within two years from the date hereof with
interest thereon at the rate of six per cent, per annum, paya-
ble semi-annually; and

Whereas, it was condition precedent to the making of
said loan that these presents should be executed.

Now, Therefore, This Mortgage Witnesseth: That for and
in consideration of the premises and the sum of One
dollar (\$1.00), paid by the said parties of the second
part to the said parties of the first part, the receipt
whereof is hereby acknowledged, the said parties of the
first part do hereby grant and convey unto the said
parties of the second part, their heirs and assigns,

All those lots or parcels of ground, or tract of land, situate
in Anne Arundel County, Maryland, more particularly
described as follows:-

1. All that lot or parcel of ground, situate on the south
side of Main or Church Street, Annapolis, Md., with a front-
age thereon of 38 feet and an irregular depth therefrom.
Being the same property, which was conveyed to the
said William E. Gantt by Annie M. Ridgeway and others,

by deed dated January 27, 1906, recorded among the Land Records of Anne Arundel County, in Liber G. N. No. 47, folio 396.

2. All that lot of ground, situate on the west side of St. Johns Street, Annapolis, Maryland, fronting thereon 131 feet, 6 inches, with an irregular depth, which comprises 2 parcels of land which were conveyed to the said William E. Gantt by 2 deeds: one from Rachel A. Claude, Executrix, dated June 18, 1903, recorded among the aforesaid Land Records, in Liber G. N. No. 29, folio 414, the other from Rachel A. Claude, et al, dated October 18, 1903, recorded among the aforesaid Land Records, in Liber G. N. No. 33, folio 497.

3. All that lot of ground, situate on the southwest side of Fifth Street, Eastport, Anne Arundel County, Maryland, with a frontage of 43.9 feet with an irregular depth running back to the waters of Back Creek. Being the same property, which was conveyed to the said William E. Gantt by Frederick Heimbuch and wife, et al, by deed dated the 24th day of June, 1904, recorded among the aforesaid Land Records, in Liber G. N. No. 36, folio 384.

4. All that tract of land, situate in the Third Election district of said County, fronting on Meems Creek, containing 3 acres, and 88 squares perches, more or less. Being the same property which was conveyed to the said William E. Gantt by William Joseph Wheeler, by deed dated the 5th day of November, 1906, recorded among the aforesaid Land Records, in Liber G. N. No. 52, folio 282.

5. Also the following personal property, now located at 113-115 Main Street, Annapolis, Maryland;—

1 Howard piano, 1 pianola, 4 oak bedsteads and equipment, 1 bar-room fixture (used as a lunch-counter), 1 bay mare.

And it is hereby understood and agreed, by and between the parties hereto, that the said William E. Gantt shall pay at least, the sum of One hundred dollars (\$100.00) per month, beginning thirty days from the date hereof, to Winson G. Gatt, Esq., the Attorney named in this mortgage, to provide for the payment of the interest and principal named therein, as the same become due, sixty dollars (\$60.00) of which amount is to be applied to the interest and the balance to be applied to the principal. But the said William E. Gantt shall have the right to pay off the whole of said mortgage, or any part thereof, not less than fifty dollars (\$50.00), during the existence thereof.

Together with the buildings and improvements thereon

and the rights, roads, ways, water, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining

To have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said parties of the second part, their heirs and assigns forever.

Provided that if the said William E. Gantt and wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Two thousand Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said William E. Gantt and wife shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind levied or assessed, or to be levied or assessed on said hereby mortgaged property, which, taxes, assessments, public dues, charges mortgage debt and interest, the said William E. Gantt and wife for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said George C. Barton, Carey D. Meredith, Charles W. Lee and Winson G. Gatt, their heirs, personal representatives or assigns, or Winson G. Gatt their Attorney or Agent, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following: viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said mortgagees, their heirs, personal representatives or assigns may be deemed expedient; and in the event of a sale of said property under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the

payment of all expenses incident to such sale, including a fee of Two hundred and fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor for themselves, their heirs, personal representatives and assigns do hereby covenant to pay and the said Mortgagees, their heirs, personal representatives or assigns or William G. Gantt their said Attorney shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

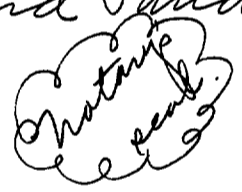
And the said William E. Gantt and wife for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their heirs, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve thousand dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in

case of fire, to inure to the benefit of the said mortgagors, their heirs, personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said mortgagors, their heirs, personal representatives and assigns.

Witness the hands and seals of the said mortgagors.
Test: Wm E. Gantt (seal)
Thomas C. Gatt. Mary C. Gantt (seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 28th day of February, in the year nineteen hundred and fourteen, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William E. Gantt and Mary C. Gantt, his wife, the mortgagors named in the foregoing mortgage and acknowledged the foregoing mortgage to be their act. At the same time also appeared Winson G. Gatt, the Attorney or Agent named in the foregoing mortgage, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth; also that he is the Attorney or Agent of the said mortgagors and is authorized to make this affidavit.

Witness my hand and notarial seal.
 Thomas C. Gatt,
Notary Public.

For value received, we hereby assign the within mortgage to The Annapolis Banking & Trust Company, of Annapolis, Md.

Witness our hands and seals this 28th day of Feb. 1914.
Test: Geo. C. Barton (seal)
Thomas C. Gatt. Carey L. Meredith (seal)
Charles F. Lee (seal)
Winson G. Gatt (seal.)

Recorded 2nd day of April 1914 at 11 o'clock in Liber G. N. No. 107, folio 4010 Land Records of Anne Arundel County.
George Wells, Clerk.

For value received, The Annapolis Banking & Trust Company hereby assign the foregoing mortgage and the debt thereby secured to George C. Barton, Carey L. Meredith, Charles F. Lee & Winson G. Gatt
This 17th day of April, 1919.

attest:

Frank H. Thompson Jr.
Secretary.



Annapolis Banking & Trust Co.
By: J. A. Walton, President

Received for Record 8th day of May, 1919 at M o'clock and same day recorded in Liber B. N. No. 107 folio 401 Land Records of Anne Arundel County

Wm N. Woodward, Clerk.

Note filed with mortgage.

\$12,000.00

Annapolis, Md. February 28, 1914.

Two years after date we promise to pay to the order of George C. Barton, Croy L. Meredith, Charles F. Lee & Winson G. Gatt Twelve thousand and ²⁰/₁₀₀ dollars - with interest at the rate of 6% per annum.

Value Received.

Wm E. Gantt.

No. 1. Mary C. Gantt.

due February, 1916. Secured by mortgage of even date.

Renewal.

No. 14326.
\$7250.00

Annapolis, Md. April 28 - 1916.

On demand after date, we jointly and severally promise to pay to The Annapolis Banking & Trust Company or order, the sum of Seventy-eight hundred dollars, for value received, with interest from date, hereby waiving the benefit of all exemption and stay laws: and agree in default of payment of this note when it becomes due, to pay the usual attorney's fees for collection.

And we hereby jointly and severally authorize the Clerk of the Circuit Court for Anne Arundel County, Maryland, to enter, or any Attorney of any Court of Record to appear for us and in our names to confess judgment for the above sum, interest and costs and Attorney's fees.

Witness our hands and seals this 28th day of April, A. D. 1916.

Wm E. Gantt (seal)
Mary C. Gantt (seal)

Revenue Stamps \$1.50

Geo. C. Barton,
C. L. Meredith
Charles F. Lee
Winson G. Gatt

April 28 interest paid to June 28/16	\$78.00
July 7 " " " June 30/16	3.90
Nov. 8 " " " Sep. 30/16	113.94

carried forward-

Feb. 23 part payment of Int.	\$ 80.00
Oct. 2/17 " " " "	90.11
Jan. 4/18 " " " "	100.00
Apr. 8/18 " " " "	111.05
Aug. 21/18 " " Sept 30/18	112.95
Note	\$ 7800.00
July 7, 1916 on ac.	400.00
	7400.00
Nov. 8, 1916 " "	150.00
	7250.00

For value received The Annapolis Banking & Trust Co. assigns the within debt, April 18, 1919.

Annapolis Bk. & Trust Co.
 J. C. Higgins, Treas.
 The Annapolis Banking & Trust Co.
 of Annapolis, Md.
 Cancelled -
 George J. Melvin,
 President.

Attorney's Bond, Filed 8th May, 1919.
 Know all Men by these Presents, That we, Winson G. Gatt, of Annapolis, Maryland, as principal, and The Maryland Casualty Company of Baltimore, Maryland, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten thousand dollars (\$10,000.00), to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 23rd of April, 1919.
 Whereas, the above bounden, Winson G. Gatt, by virtue of a power of sale contained in a mortgage from William E. Gantt and wife, dated February 28th 1914, recorded among the Land Records of Anne Arundel County in Liber G. N. No. 107, folio 396, is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants therein contained; and

Whereas, such default has occurred and the said Winson G. Gatt is about to execute the power vested in him in said mortgage.

Now, The Condition of the Above Obligation is Such, That if the above borrower does and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity, in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed & delivered

in the presence of
Ruby Westphal Charney

Countersigned:

Winson G. Gatt,

Attorney-in-Fact.

Winson G. Gatt, (seal)
The Maryland Casualty Co. of
Baltimore.

By Charles F. Lee-
Agent.

Hand-bill & Auctioneer's Certificate. Filed 13th May, 1919.
Mortgagee's Sale of Valuable Real Estate, situate in Annapolis, Maryland, By request and by virtue of a power of sale contained in a mortgage from William E. Gantt and wife dated the 28th day of February, 1914, recorded among the Land Records of Anne Arundel County in Liber, G. N. No. 107, folio 386, I will offer to public sale at the Court House door, in the City of Annapolis, Maryland, on Saturday, May 10th, 1919 at 11 o'clock A. M., the following property described in said mortgage:

1. All that lot of ground situate on the south side of main street, Annapolis, Maryland, with a frontage thereon of 38 feet, with an irregular depth therefrom. Being the property conveyed to the said William E. Gantt by Annie M. Ridgeway, et al., by deed dated January 27, 1906, recorded among the aforesaid Land Records in Liber G. N. No. 47, folio 396, improved by a four-story brick building, occupied as a hotel and ice cream parlor.

2. All that lot of ground situate on the west side of St. Johns Street, Annapolis, Maryland, fronting thereon 31 feet, 6 inches, with an irregular depth, which comprises two parcels of land which were conveyed to the said William E. Gantt by two deeds; one from Rachel A. Claude, executrix, dated June 18, 1903, recorded among the aforesaid Land Records in Liber G. N. No. 29, folio 414; the other from Rachel A. Claude et al, dated October 18, 1903, recorded among the aforesaid Land Records in Liber G. N. No. 33, folio 497, improved by a concrete stable.

Terms of Sale: - A deposit of \$500 will be required on the first named property on the day of sale, and

\$200 on second named property, the balance to be paid upon final ratification of the sale, or sales, by the Court, the deferred payments to bear interest from day of sale. For further particulars, apply to

Winson G. Gantt,
Attorney named in Mortgage.
Annapolis, Md.

George W. Saffield, Auctioneer.

I hereby certify that I sold the property described in the within handbill to Charles F. Lee, as Agent for Mary C. Gantt at and for the sum of Eighty-eight hundred dollars (\$8800.00) Eight hundred dollars (\$800.00) for the firstly described and Eight thousand dollars (\$8000.00) for the secondly described, and that the sale was fairly made.

Witness my hand and seal this 12th day of May, 1919.
Test: Geo. W. Saffield (Seal)
Auctioneer.
Ruby Westphal Chaney.

Purchasers' Agreement.

I hereby certify that I have purchased the two pieces of property described in the within handbill on the 10th day of May, 1919, at eleven o'clock A. M. from Winson G. Gantt, Attorney, as Agent for Mary C. Gantt, the first at and for the sum of Eight hundred dollars (\$800.00) and the second, Eight thousand dollars (\$8000.00), a total of Eighty-eight hundred dollars (\$8800.00).

Witness my hand and seal this day of May, 1919.
Test: Charles F. Lee (Seal)
Agent.
Ruby Westphal Chaney.

I authorized Charles F. Lee to purchase the within described property for me, and I hereby agree to comply with the terms of the sale.
Mary C. Gantt.

Statement of Mortgage Debt. Filed July 1 - 1919.	
To Amount of loan	\$12,000.00
By Cash	<u>4,028.52</u>
Balance	7,971.48
To balance due on interest on deferred payments from August 28, 1916, to May 10, 1918, the day of sale.	<u>63.44</u>
Total due	\$8,034.92

Attorney's Report of Sale - Filed 13th May, 1919.

To the Honorable, the Judges of said Court:

The report of Winson G. Gatt, the Attorney named in the Mortgage, filed in these proceedings, to make sale of the property mentioned therein, respectfully shows:-

That, after giving bond, with approved security, and after giving notice of the time, place, manner and terms of sale, by advertisement inserted in the Evening Capital, a daily newspaper published in Annapolis, Anne Arundel County, Maryland, for more than three successive weeks before the day of sale, and also by handbills posted up at the Court House door, and other conspicuous places, he did, pursuant to said notice, attend at the Court House door, in the City of Annapolis, Maryland, on Saturday, May 10, 1919, at eleven o'clock A. M., and then and there proceeded to sell said property, mentioned in these proceedings:

1st. All that lot of ground situate on the south side of Main Street, Annapolis, Maryland, with a frontage thereon of 38 feet, with an irregular depth therefrom.

2nd. All that lot of ground situate on the west side of St. Johns Street, Annapolis, Maryland, fronting thereon 31 feet, 6 inches, with an irregular depth.

We offered said property separately and sold the same to Charles F. Lee, Agent for Mary C. Gantt, the first for the sum of Eight thousand dollars (\$8000.00) and the second for Eight hundred dollars (\$800.00), a total of Eighty-eight hundred dollars, (\$8800.00), the said Charles F. Lee, Agent, being then and there the highest bidder for said property.

And the said Attorney files herewith a copy of said advertisement, Auctioneer's Certificate and purchaser's agreement, all of which is respectfully submitted.

Winson G. Gatt,
Attorney named in said Mortgage.

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that, on this 13th day of May, 1919, before me, Clerk of the Circuit Court for Anne Arundel County, Maryland, personally appeared the within named Winson G. Gatt, Attorney, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein re-

ported was fairly made.

Wm. N. Woodward, Clerk of the Circuit Court for Anne Arundel Co., Maryland.

Order nisi -

Ordered, this 13th day of May, 1919, that the sale of the property mentioned in these proceedings, made and reported by Winson G. Gatt, Attorney, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 14th day of June, 1919;

Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each week of three successive weeks before the 14th day of June, 1919.

The report states the amount of the sale to be Eighty-eight hundred dollars (\$8800.00).

Wm. N. Woodward, Clerk.

Publisher's Certificate.

Annapolis, Md. June 16th, 1919.

We hereby certify, That the annexed advertisement William E. Gantt and wife, 'Order nisi. No. 4354' was published in the "Evening Capital and The Maryland Gazette" a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 14th day of June, 1919, the first insertion appearing on the 13th day of May, 1919.

The Capital Publishing Co.
By E. Clarkson

Ordered by the Court, this 16th day of June, 1919, that the sale made and reported by Winson G. Gatt, Attorney aforesaid, be, and the same is, hereby Ratified and Confirmed, and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss, A. J.

Auditor's Report and Account - Filed 15th July, 1919.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account which is self explanatory.

All of which is respectfully submitted,

James N. Owens,
Auditor.

Cr.

The Mortgaged Real Estate of
 William D. Gantt & wife in ac. with Minson G. Gatt, Attorney.
 May 10th, 1919.

To Atty. for his commissions
 Fee provided in Mortgage

\$294 00	
250 00	\$544 00

May 10th 1919.
 By proceeds of sale
 of real estate

\$88 00 00

To Atty. for Expenses, viz:
 Advertising (Evening Capital)
 Order Nix on this account
 Auctioneer (Geo. W. Saffield)

19 00	
4 00	
15 00	38 00

To Atty. for Court Costs viz:
 Solicitor
 Clerk of Court
 Auditor
 Premium on Bond

10 00	
11 90	
13 50	
30 00	65 40

State & County Taxes viz:
 Taxes for 1915
 " " 1916
 " " 1917
 " " 1918

\$123 80	
123 50	
119 25	
195 10	561 65

Annapolis City Taxes for 1918

79 80

To Minson G. Gatt et al
 Mortgage this amount on
 account of Mortgage debt.

75 11 15
88 00 00

88 00 00

Memorandum of Mtg. Claim:
 Amount due as per state-
 ment filed;

\$8034 32
75 11 15
523 17

Amount allowed supra

Order nisi -

Ordered, this 15th day of July, 1919, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 15th day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of August next.

Wm. N. Woodward, Clerk.

~~Subscriber's Certificate~~

~~Annapolis Md. June 19 1919.~~

~~We hereby certify that the annexed advertisement William E. Gantt and wife, Order Nisi, No. 4384~~

Final Order.

Ordered By The Court, this 30th day of September, 1921, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Robert Moss, A. J.

In the matter of the
sale of the mortgaged
real estate of
George Smallwood.

No. 4533 Equity.
In the Circuit Court for
Anne Arundel County.

Filed 6th May, 1921.

Mr. Clerk:

Please docket this suit and file and approve
bond herewith.

James M. Mumroe, Attorney.

Mortgage - Filed 6th May, 1921.

This Mortgage, made this eighth day of June, in the year
Nineteen Hundred and twelve by George Smallwood, widower,
party of the first part, of Anne Arundel County, State of
Maryland, and Daniel Stewart and Joseph Murray - of the
second part, of Anne Arundel County, of the State of Mary-
land, Witnesseth.

Whereas, the said George Smallwood party of the first
part, and Daniel Stewart and Joseph Murray, parties
of the second part, are joint and several makers of a
promissory note dated the 8th day of June in the year
Nineteen Hundred and twelve for the sum of Three Hun-
dred dollars, payable to the Farmer's National Bank of
Annapolis six months after date, upon which said note
the parties of the second part sustain to the parties of
the first part the relation of sureties, though as to the
said bank the parties of the second part and of the
first part are joint and several makers of the said
promissory note and jointly and severally liable there-
for; and, whereas, the said note was discounted by the
said bank at the request of the parties of the first part,
and the execution of these presents to secure the pay-
ment thereof and to indemnify and save harmless the
parties of the second part from any loss or damage
in the premises by reason of their executing the said
promissory note jointly and severally with the said
parties of the first part was a condition precedent
thereto.

Now, therefore, in consideration of the premises, and
of the sum of one dollar, the party of the first part
George Smallwood, has bargained and sold, and by
these presents do grant and convey unto the said
Daniel Stewart and Joseph Murray their heirs and as-
signs, in fee-simple, the following property, namely:

All those three lots of ground situate in the Great Swamp in the 8th Election District of Anne Arundel County, Maryland, containing about 8 acres of land, more or less, particularly described in a deed thereof from Frank S. Stockett, Executor and Trustee to Margaret Smallwood dated July 23, 1909, recorded among the Land Records of Anne Arundel County in Liber G. N. No. 71, folio 156, being the same property mentioned and described in a deed thereof to George Smallwood, from James M. Mumroe, Attorney, of even date herewith.

Together with the improvements and buildings thereon, and all the rights, roads, ways, waters, privileges and appurtenances thereto, belonging or in anywise appertaining.

To Have and To Hold the above described premises unto and to the proper use and benefit of the said Daniel Stewart & Joseph Murray, their heirs and assigns, in fee-simple, forever.

Provided, however, that if the said George Smallwood shall pay or cause to be paid, take up or cause to be taken up, the aforesaid note executed by himself and the said Daniel Stewart and Joseph Murray in the Farmers' National Bank, dated the 8th day of June in the year Nineteen Hundred and Twelve and all renewals or substitutes therefor, for the whole or any part thereof, when due and payable, and shall indemnify and save harmless the said Daniel Stewart and Joseph Murray from all and every loss, damage and expense to which they may be in any way subjected by reason of their said suretyship and shall pay or cause to be paid all discount, interest and expenses of every kind that may accrue upon said note, and all renewals or substitutes therefor, in whole or in part, or that may be incurred by said sureties in any suit or suits that may be instituted for the collection thereof, and shall perform all the covenants herein on the part of the party of the first part to be performed, then this mortgage shall be void. And it is agreed that until default be made in the premises the said party of the first part shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges and the aforesaid debt represented by said note, and any and all renewals thereof and substitutes therefor, in whole or in part aforesaid, the said

party of the first part, for himself and for his heirs, executors and administrators, hereby covenant to pay when legally demandable. But if default be made in the premises and in the payment of said note, or any renewal thereof, or substitutes therefor, in whole or in part, or in the payment of the discount or interest thereon, or any part of either one of them at the time limited for the payment of the same, or any agreement, covenant or condition of this mortgage, then the entire debt shall be due and demandable, and it shall be lawful for the said parties of the second part, their heirs, executors, administrators or assigns, or James M. Mumme, their attorney or agent, at any time after such default, upon the request of the parties of the second part or either of them or of the said Bank, to sell the hereby mortgaged property, or so much thereof as may be necessary to reimburse the said sureties for any loss which they might incur by reason of their aforesaid suretyship, and to pay whatever may remain due and owing on the said note, or any renewal thereof or substitute therefor, in whole or in part, or to pay the whole indebtedness to said Bank if no part thereof has been previously paid, and to pay and satisfy all costs incurred in making such sale, and to grant and convey said property to the purchaser or purchasers, his, her, or their heirs and assigns, and which sale shall be made in the manner following, namely: upon giving twenty days' notice of the time, place and manner and terms of sale in some newspaper printed and published in Anne Arundel County, and such other notice as may be deemed expedient, and in the event of a sale of the property under the power hereby granted, the proceeds arising from such sale to apply-

First. - To the payment of all expenses incident to such sale, including an appearance fee and six per cent commissions to the party making sale of said property, and including the premium on any bond given in a duly authorized surety company, by the person exercising the power of sale herein contained.

Secondly. - To the payment of the amount remaining due on said note or any renewal thereof, or substitutes therefor, in whole or in part, both for principal, discount, interest and costs, and to the reim-

bursement of the said parties of the second part for any and all loss or damage which they may have sustained or become liable for by reason of their said suretyship.

Thirdly. - To the payment of any other note or notes, or renewals thereof, or substitutes therefor, that may fall due and not be paid by the said party of the first part his heirs, executors, administrators and assigns, until all of the notes upon which said mortgaged or any of them are sureties for said George Smallwood and any and all other notes of the said party of the first part, due to the said Bank, or which the said Bank may have discounted shall be fully paid and satisfied by the said party of the first part.

Fourthly. - The purpose, if any, to pay over to the said party of the first part, or to whomsoever may be entitled to the same.

And the said party of the first part, for himself and for his executors, administrators and assigns, does further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on the here by mortgaged property to at least the amount of Two hundred and fifty and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire to ensure to the benefit of the said mortgagees to the extent of their lien or claim thereunder.

Witness the hand and seal of the said mortgagor.

Test:

George ^{his} Smallwood (seal)
mark

James M. Murray.

State of Maryland, Anne Arundel County, to wit:

I hereby Certify, That on this 8th day of June in the year Nineteen Hundred and twelve before the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared George Smallwood and acknowledged the foregoing mortgage to be his act.

And now at the same time also personally appeared Joseph Murray one of the within named mortgagees and made oath in due form of law, that the consideration set forth in the foregoing mortgage, is true and bona fide as therein set forth.

Juliet R. Strahan,
Notary Public.

(Handwritten signature/initials)

Attorney's Bond - Filed 6th May, 1921.

Know all Men by these Presents, That we, James M. Mumroe of Anne Arundel County, State of Maryland, as principal and the National Surety Company, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 6th day of May, in the year of our Lord Nineteen hundred and twenty one.

Whereas, the above bounden James M. Mumroe by virtue of the power contained in a mortgage from George Smallwood to Daniel Stewart and Joseph Murray bearing date the 8th day of June, 1912 and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 76 Folio 301 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition of the above obligation is such that if the above bounden James M. Mumroe do and shall well and truly and faithfully perform the trust reposed in him, under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden James M. Mumroe has hereunto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of Ethel I. Fickling.

James M. Mumroe (seal)
National Surety Company.
By George E. Pullman
Laurence I. Fauble
Attorneys in fact.

Ethel I. Fickling

Report of Sale. Filed 31st May, 1921.

To the Honorable, the Judges of said Court:

The report of James M. Munroe, the Attorney named in the mortgage filed in this case to make sale of the property therein mentioned in case of default thereunder, respectfully shows:

That the said mortgage was in default and that after having filed his bond with surety duly approved and having advertised the property mentioned in said mortgage for sale for more than three weeks preceding the day of sale by advertisement in the Advertiser, a newspaper published weekly in Anne Arundel County and having also advertised said property by handbills of said sale, which were sent to be posted in the neighborhood of the property to be sold, he did attend in person at the Court House door in the City of Annapolis, Maryland on Tuesday, the 31st day of May, 1921, at eleven o'clock A. M. and then and there offered said property at public sale and sold the same to Cyrus Field Cross at and for the sum of eight hundred dollars (\$800.00) he being then and there the highest bidder for said property, said bid having been made on his behalf by Benjamin Brown, who has signed a memorandum of said sale, and the Attorney files herewith one of the said handbills of the sale upon which is endorsed the certificate of the Auctioneer as to said sale and said memorandum of sale signed by said Cyrus Field Cross per Benjamin Brown and also files herewith an offer of \$800 for said property previously made in writing on the 28th day of May, 1921 by said Cyrus Field Cross.

All of which is respectfully submitted,

James M. Munroe, Attorney.

State of Maryland, Anne Arundel County, ss:

I hereby certify that on this 31st day of May in the year 1921, before me, Clerk of the Circuit Court for Anne Arundel County, personally appeared the above named James M. Munroe, Attorney in the above entitled case, and made oath in due form of law that the matters and things set forth in the foregoing report of sale are true as therein stated, and that the said sale was fairly made.

Wm. N. Woodward, Clerk of the
Circuit Court for Anne Arundel County.

Annapolis, Md. May 28, 1921

Mr. James M. Mumroe,
Attorney at Law,
Annapolis, Md.

I desire to bid on the property of George Smallwood that will be offered at public sale on Tuesday, May 31st and as I may not be able to be present personally I hereby request you to bid for me on the said property not exceeding \$800 and I am prepared to pay on account of the purchase money \$100 on the day of sale and \$400 more on the ratification of the sale, and if additional money is needed I will be prepared to make reasonable arrangements to pay the same in a reasonable time.

Cyrus Field Cross.

Hand-bill

Mortgagee's Sale of 8 acres of land and dwelling house in the Eighth Election District of Anne Arundel County, Maryland.

By virtue of the power of sale contained in mortgage from George Smallwood, dated 8th day of June, 1912, and recorded in the Land Records of Anne Arundel County in Liber G. N. No. 76, folio 301, &c., I will offer at public sale at the Court House door in the City of Annapolis, Maryland, on Tuesday, May 31, 1921, at 10 o'clock A. M. all that tract of land situated in the Eighth Election District of Anne Arundel County, near Churchton, consisting of eight acres of land, more or less, and improved by a frame dwelling house, which is more fully and particularly described in a deed thereof from Frank H. Stockett, Executor and Trustee, to Margaret Smallwood, dated July 23, 1909, and recorded as aforesaid in Liber G. N. No. 76, folio 156, &c.

This sale will offer good opportunity for the purchase at a reasonable price of a home and reasonable quantity of land conveniently situated.

Terms of Sale: - Cash on ratification of sale. A deposit of \$50 on account of the purchase money will be required of the purchaser on the day of sale.

For further particulars inquire of the undersigned.

James M. Mumroe,
Attorney named in the Mortgage.

Annapolis, Md., May 31, 1921.

I hereby certify that I did sell the within described property at public auction at the Court House door, Annapolis, Maryland, on Tuesday, May 31, 1921, to Cyrus Field Gross at and for the sum of eight hundred dollars (\$800.00) the said bid having been made for him by Benjamin Brown then personally present, with request that the said Cyrus Field Gross be returned as purchaser.

George Saffied, Auctioneer.

I have this day purchased for the account of Cyrus Field Gross at and for the sum of eight hundred dollars (\$800.00) the within described property at public sale, and am authorized by the said Gross to sign for him this memorandum of sale.

Cyrus Field Gross,
per Benjamin Brown.

Order nisi -

Ordered, this 31st day of May, 1921, That the sale of the property mentioned in these proceedings made and reported by James M. Munroe, Attorney, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the first day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the first day of July next.

The report states the amount of sale to be \$800.00.

Wm. N. Woodward, Clerk.

Office of The Weekly Advertiser,

Annapolis, Md. July 1, 1921.

I hereby certify that the annexed Order nisi in the matter of the Sale of the mortgaged Real Estate of George Smallwood - No. 4533 Equity was published The Weekly Advertiser a newspaper published in the City of Annapolis once a week for three successive weeks before the 1st day of July, 1921. The first insertion being made the 2nd day of June, 1921.

The Annapolis Publishing Co.
Publisher, C. N. Tucker.

Ordered By The Court, This 20th day of July, 1921 that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss, A. J.

Auditor's Report and Account - Filed 16th August, 1921

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted,

James W. Owens, Auditor.

The Mortgaged Real Estate of

George Inghallwood in ac. with James M. Munroe, Attorney

To Atty's Commission provided in the mortgage, 6%			\$ 48 00	May 31, 1921	
To Attorney for Court costs, viz:				To proceeds of sale	\$ 800 00
" " & appearance fee	\$ 10 00				
" Clerk of Court	11 40				
" Auditor	4 50	\$ 25 90			
To Attorney for expenses, viz:					
To advertising sale and handbills and Order nisi on sale	\$ 24 50				
To premium on bond	5 00				
" Auctioneer	10 00				
" posting handbills	1 00	\$ 40 50			
To 1920 Taxes			\$ 10 83		
By claim of Farmers' National Bank viz:					
Judgment \$ 80 trial Jan. term 1921 with interest, costs and attorney's collection fee			\$ 336 50		
By balance due mortgagor			\$ 338 27		
			\$ 800 00		\$ 800 00

Received of Jas. M. Mumroe, Atty, Three hundred and thirty-eight dollars and twenty seven cents (\$338.27) in full settlement of all my claims in consideration of which I hereby release said James M. Mumroe and his sureties from all claims and demands.

Aug. 10, 1921.

Witness:

Esrett Beaver.

George ^{his} Smallwood (seal)
mark

Ordered By The Court this 29th day of November, 1921, that the foregoing Report and Account of the Auditor be and the same, is hereby finally ratified and confirmed no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Robert Moss, A. J.

William H. Butler, Jennie E.
Butler, his wife, Sarah C. Colley,
Edward H. Colley, her husband,
Kate V. Butler or Catherine V. Butler.

No. 4548 Equity.
In the Circuit Court for
Anne Arundel County.

vs.

Addie Ireland, Leola Washington,
James Washington, her husband,
Emma Butler, The Workingmen's
Building & Loan Association of Annapolis,
Anne Arundel County, Maryland.

Bill of Complaint, Filed 14th June, 1921.

To the Honorable the Judges of said Court:

The Bill of Complaint of William H. Butler and Jennie E. Butler, his wife, Sarah C. Colley and Edward H. Colley, her husband, and Kate V. Butler, humbly complaining unto your Honors shows:

First: William H. Butler late of the City of Annapolis and Anne Arundel County departed this life intestate on the third day of October, Eighteen hundred and ninety two, seized of large and valuable real estate in the City of Annapolis, and in said County, and leaving surviving him his widow Sarah Butler and six children, to wit: William H. Butler Sarah C. Butler now Sarah C. Colley, Catherine V. Cooper now Catherine or Kate V. Butler, Frank A. Butler, John I. Butler, and Charles A. Butler as his only heirs at law.

Second: That the property of said William H. Butler deceased, was partitioned among his said widow and children by a decree of this Honorable Court dated on the first day of September in the year 1893, and passed in a cause therein with William H. Butler and others Complainants and Sarah Butler and others Defendants, designated as Number 1614 Equity, wherein there was assigned to Sarah Butler, widow of said William H. Butler to have and to hold in severalty for and during her natural life and as and for her dower, with the reversion therein to continue and remain in the beforementioned six heirs at law, the following property to wit: a tract of land in the Second Election District of said Anne Arundel County, containing forty one and six tenths acres designated on Plat A as portion H; and the following lots and houses in the City of Annapolis, to wit: No. 21 Gloucester Street, Nos. 66 and 35 Market Street, Nos. 45 and 47 Washington Street, Nos. 15, 17, 19, 21, 31 and 33 Carroll Alley, and lot on Clay Street with a frontage of 32 1/2 feet, as are all specially marked and designated

on Plat B. and described as the property in said City.

Third: That since the date of said decree, the heir at law named in said proceedings Sarah C. Butler, has intermarried with the Complainant Edward H. Colley; Catherine V. Cooper has been divorced and allowed to resume her maiden name of Kate V. Butler; Frank L. Butler has departed this life, intestate leaving a widow the defendant Emma Butler but no children or descendants; John V. Butler has departed this life leaving a widow now the defendant Addie Ireland, and one child the said Leola Washington whose husband is James Washington, all of whom are defendants, and the interest of Charles A. Butler has been acquired by the defendant, The Workmens Building and Loan Association of Annapolis, Maryland, by deed from Frank H. Stockett Attorney dated on the 18th day of May in the year 1909 and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 67, folio 343.

Fourth: That since the said decree, the widow and heirs at law have sold and disposed of part of said property assigned as follows:

(a) The tract of land in the Second Election District designated as Portion H on Plat "A" by deed to Mrs. N. Woodward et al. dated on the 27th day of May in the year 1907, and recorded among said Land Records in Liber G. N. No. 56 folio 72.

(b) The lot on Clay Street with a frontage of 32½ feet, by deed to Joshua Lodge No. 1 Knights of Jerusalem dated on the 21st day of December in the year 1900 and recorded among said Records in Liber G. N. No. 19 folio 420.

(c) Nos. 15, 17, 19, 21, 31 and 35 Carroll Street or Alley by deed to Louis Bloom and Pauline Bloom, his wife, dated on the 13th day of March in the year 1920, and recorded among said Records in Liber N. N. N. No. 21 folio 497.

(d) No. 47 Washington Street, by deed to Samuel Wells dated on the 8th day of January in the year 1920 and recorded among said Records in Liber N. N. N. No. 12 folio 403.

(e) No. 35 Market Street, by deed to J. Edward Abbott dated on the 18th day of June in the year 1910 and recorded among said Records in Liber G. N. No. 79 folio 159.

Fifth: That the said Sarah Butler, widow departed this life on the 19th day of May, 1921 and the Complainants and defendants all of whom are of age are now seized as tenants in common of the remainder of the said property allotted as follows, to wit: No. 66 Market Street, now Number 142 being a lot of ground improved by a frame dwelling, No. 21 Gloucester Street, now No. 148 lot 40' x 100' improved by a three story brick dwelling, and No. 45 Washington Street, now No. 62,

being a lot of ground improved by a frame dwelling.

Sixth: That the said real estate is not susceptible of an advantageous partition among the parties interested, and it can not be divided among them without loss and injury, and that a sale thereof is necessary and for the best interest and advantage of all the parties in order that the proceeds thereof may be divided among them according to their respective interests.

Seventh: That the defendants Leola Washington and James Washington, her husband, and Emma Butler are non residents of the State of Maryland.

To the end therefore that the said defendants Addie Ireland, Leola Washington and James Washington, her husband, Emma Butler, and The Workingmens Building & Loan Association of Annapolis, Maryland, may answer the premises and that a decree may be passed by this Court for a sale of the said real estate, and that your orators and oratrices may have such other and further relief in the premises which the nature of their case and equity may require. May it please your Honors to grant unto your orators and oratrices the writ of subpoena against the said Addie Ireland residing in the City of Baltimore, Md. and The Workingmens Building and Loan Association of Annapolis, Anne Arundel County, Md. located in the said City of Annapolis, commanding them to appear in this Court at some certain day to be named therein to answer the premises and abide by and perform such decree as may be passed therein; and also the order of publication giving notice to the said Leola Washington, James Washington, her husband, and Emma Butler, who are non residents of this State of the object and substance of this bill and warning them to appear in this Court in person or by Solicitor on or before a certain day to be named therein to show cause if any they have why a decree ought not pass as prayed.

And as in duty etc.,

Nicholas H. Green,
Solicitor for Complainants.

Summons-
Maryland, Oct.

The State of Maryland

To The Workingmens Building and Loan Association of Annapolis, Anne Arundel County, Maryland - of Anne Arundel County, Greeting:

You are hereby Commanded, That all excuses set apart, you personally be and appear before the Circuit Court

of Anne Arundel County, sitting in Equity, to be held at the City of Annapolis on the first Monday of July next, to answer the complaint of William H. Butley and others against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable William H. Thomas, Chief Judge of the said Court, the 2nd day of May, 1921.

Issued 14th day of June 1921.

(Circuit Court seal)

Wm. N. Woodward, Clerk.

Take Notice: - That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday, the 4th day of July, 1921.

Summoned and Cofey left by service on Frank H. Stockett Attorney for Workingmens Building + Loan Assn.

Thomas H. Dore, Sheriff.

Returnable 1st Monday July, 1921.

Answer of Addie Ireland to Bill of Complaint - Filed 14th June, 1921.

To the Honorable the Judges of said Court: -

The answer of Addie Ireland, of the City of Baltimore in the State of Maryland, to the Bill of Complaint of William H. Butley et al. against her and others in this Honorable Court Exhibited.

This respondent answering says:

First: That she admits all the matters and facts alleged in said bill of complaint and consents to a decree of the Court for a sale of the real estate therein mentioned.

And as in duty etc.

Witness:

A. S. Ricketts.

Addie Ireland.

Answer of Leola Washington and James Washington, her husband, to Bill of Complaint. Filed 14th June, 1921.

To the Honorable the Judges of said Court:

The answer of Leola Washington and James Washington, her husband, of the City of Philadelphia in the State of Pennsylvania, to the Bill of Complaint of William H. Butley et al. against them and others in this Honorable Court Exhibited.

These respondents answering say:

First: That they admit all the matters and facts alleged in said Bill of Complaint and consent to a decree of the Court for a sale of the real estate therein mentioned.

And as in duty etc.,
 Witness:
 Samuel Bridwell.

Leola B. Washington
 James Washington.

Answer of Emma Butler to Bill of Complaint - Filed 14th June, 1921.
 To the Honorable the Judges of said Court:
 The answer of Emma Butler to the Bill of Complaint of
 William H. Butler et al. against her and others in this Honor-
 able Court Exhibited.

This respondent answering says:
 First: That she admits all the matters and facts alleged
 in said bill of Complaint and consents to a decree of the
 Court for a sale of the real estate therein mentioned.
 And as in duty etc.,
 Witness:
 Kate Butler.

Emma Butler.

Answer - Filed 25th June, 1921.
 To the Honorable the Judges -
 The answer of The Workmen's Building and Loan Ass-
 ociation of Annapolis, Anne Arundel County, Maryland, to
 the bill of complaint of William H. Butler and others against
 it and other defendants in this Honorable Court Exhibited.

This defendant answering says -
 That it admits all the matters and facts alleged in
 said bill of complaint and consents to a decree of the
 Court for a sale of the real estate therein mentioned.
 And as in duty etc.

Frank H. Stockett,
 Solicitor of The Workmen's Building
 and Loan Association of Annapolis, Anne
 Arundel County, Maryland.

Affidavits - Filed 4th August, 1921.
 State of Maryland, Anne Arundel County Sct.
 I hereby certify that on this second day of August in
 the year Nineteen hundred and twenty one before me
 the subscriber a Notary Public of the State of Maryland
 in and for Anne Arundel County, aforesaid, person-
 ally appeared William H. Butler residing in the
 City of Annapolis, one of the plaintiffs in No. 4548
 Equity, in the Circuit Court for Anne Arundel County,
 and made oath in due form of law that William
 H. Butler deceased was the father and Sarah Butler
 the mother of the deponent, that William H. Butler

deceased, left surviving him, his widow Sarah Butler, who departed this life on the nineteenth day of May in the year nineteen hundred and twenty one; the defendant William H. Butler, plaintiff; Sarah C. Butler who married Edward B. Colley, both of whom are plaintiffs; Kate V. Butler or Catherine V. Butler as she is sometimes called, plaintiff; Frank L. Butler, who departed this life, in the year nineteen hundred and one leaving no will and no children, but a widow, Emma Butler, a defendant, surviving him; John I. Butler, who departed this life in the year Eighteen hundred and ninety nine intestate, leaving a widow, the defendant Addie Ireland, and one child Deola Butler Washington who with her husband James Washington are defendants; and Charles A. Butler, whose interest is now held by The Merchants Building and Loan Association.

That all of the parties are adults over the age of twenty-one years.

Witness my hand and seal Notarial.

Myrtle Stumm
Notary Public.

State of Maryland, Anne Arundel County set:

I hereby certify that on this second day of August in the year nineteen hundred and twenty one before me the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Myrtle H. Bates, a resident of Annapolis, Maryland, personally known to me, and made oath in due form of law, that he was well acquainted with the late William H. Butler and his family.

That Sarah Butler his widow died in Annapolis on the nineteenth day of May, 1921, that the only children of the said William H. Butler were, William H. Butler, plaintiff in the above cause, Sarah C. Butler, who married Edward B. Colley, and both are plaintiffs; Kate V. Butler or Catherine V. Butler, plaintiff; Frank L. Butler who died intestate and childless, in the year nineteen hundred and one, leaving a widow Emma Butler, a defendant; John I. Butler who died intestate in the year Eighteen hundred and ninety nine, leaving a widow now Addie Ireland and one child Deola Butler Washington who together with James Washington are defendants, and Charles A. Butler, and that all of the parties to this cause are adults over the age of twenty one years.

Witness my hand and seal Notarial.

Myrtle Stumm,
Notary Public.

Decree for Sale - Filed 4th August, 1921.

This cause standing ready for hearing and being submitted the Bill, Answer and all the other proceedings were by the Court read and considered.

It is thereupon this Fourth day of August in the year nineteen hundred and twenty one by the undersigned one of the judges of this Court, and by the authority of this Court, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold, that Nicholas H. Green of the City of Annapolis be and he is hereby appointed Trustee to make such sale and that the course and manner of his proceedings be as follows:-

He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself with a surety or sureties to be approved by the Clerk of this Court in the penalty of ten 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 the said sale, having first given at least three weeks previous notice inserted in some newspaper published in Anne Arundel 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 at the option of the Trustee on the final satisfaction of such sale, by this Court, and the balance, in six months from the day of sale, or all cash at the option of the purchaser or purchasers, deferred payment to bear interest from the day of sale, and to be secured by the bonds of the purchaser or purchasers with security to be approved by the Trustee; and if not sold at public sale on the day so advertised, the said Trustee shall proceed to make sale or sales at either private or public sale, to the best advantage, and upon the terms above set forth.

And as soon as may be convenient after any such sale or sales, the 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 unrevoked. And on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money (and not before) the said Trustee by a good and sufficient deed to be executed acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs the property to him, her or them sold, free clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said Trustee shall bring into this Court the money arising from such sale or sales, and the bonds 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 in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged this trust.

Robert Moss, A. J.

We hereby submit this cause for decree, without further delay and consent to the passage of the foregoing decree.

7/4/21

Nicholas H. Green,
Solicitor for Plaintiffs.

Frank H. Stockett.
Sol. N. B. & L. Association.

Bond - Filed 6th August, 1921.

Know all men by these Presents, That I, Nicholas H. Green of Annapolis, Anne Arundel County, Maryland and the Hartford Accident and Indemnity Company a corporation organized and existing under the laws of the State of Connecticut are held and firmly bound unto the State of Maryland in the full and just sum of ten thousand dollars, current money, to be paid to the said State or its certain attorney to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators successors and assigns, jointly and severally firmly by these presents, sealed with our seals and dated this Fifth day of August in the year nineteen hundred and twenty one.


Whereas by a decree of the Circuit Court for Anne Arundel County sitting in Equity bearing date on the fourth day of August, 1921 and passed in a cause in said Court wherein William E. Butler et al. are com-

plaintiffs and Addie Ireland et al. are defendants known as No. 4548 Equity the above named Nicholas H. Green has been appointed Trustee to make sale of the real estate in the proceedings mentioned.

Now the condition of the above obligation is such that if the above bounded Nicholas H. Green does and shall well and faithfully perform the trust reposed in him by the said decree or that may be reposed in him by any further decree or order in the premises then the above obligation to be void otherwise to remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of
Rose Garner
Nicholas H. Green (seal)

Witness the said Hartford Accident and Indemnity Company by its duly authorized Attorney as per power of Attorney duly recorded among the Land Records in the Office of the Clerk of the Circuit Court, for Anne Arundel County attested by its corporate seal.

Witness:
Rose Garner.  Hartford Accident & Indemnity Co.
By Nicholas H. Green
J. C. Brewer,
Attorneys.

Report of Sales. Filed Oct 4 - 1921.

To the Honorable, the Judges of the Circuit Court for Anne Arundel County.

The Report of Nicholas H. Green, Trustee, appointed by the decree in this cause to make sale of the real estate therein mentioned respectfully shows:

That after giving bond as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper published in Anne Arundel County, Md., and by hand bills set up at the Court House floor in the City of Annapolis, Md. and circulated in said Anne Arundel County and in the City of Annapolis, said advertisement being for more than three successive weeks before the day of sale, he did pursuant to said advertisement and notice, attend at the Court House floor in said City of Annapolis on Tuesday the thirtieth day of August in the year 1921, at eleven o'clock A.M. the time and place so advertised, and then and there in the presence of a number of people proceeded to sell said real estate as follows, to wit:

First, he offered all that lot of ground located on

the North East side of Duke of Gloucester Street, fronting thereon forty feet, more or less, and having a depth therefrom of one hundred feet, more or less, improved by a large three story brick dwelling designated as number 148, but not receiving what was considered an adequate bid therefor the same was withdrawn and notice given that it would be held at private sale.

Second, he then offered all that lot of ground located on the south east side of Washington Street, fronting thereon seventeen feet, more or less, and having a depth of sixty seven feet, more or less, subject to the use in common with the owners of the adjoining lot of a three feet wide alley, improved by a small frame dwelling, designated as No. 62 Washington Street and sold the same to William Fayoz at the price of fourteen hundred dollars he being at that sum the highest bidder therefor.

Third: He then offered all that lot of ground located on the South East side of Market Street, fronting thereon seventeen feet, more or less, and having a depth of seventy seven feet, more or less, improved by a frame dwelling designated as No. 142 Market Street and sold the same to William H. Butler at the price of two thousand and twenty five dollars, he being at that sum the highest bidder therefor.

And your Trustee files herewith as exhibit the agreement of purchasers and certificate of auctioneer, marked Exhibit N. H. G. No. 1 with report of sale. The prices obtained for the properties sold are fair and adequate and the ratification of the sales as made is accordingly recommended.

All of which is respectfully submitted,

Nicholas H. Green, Trustee.

State of Maryland Anne Arundel County Set:

I hereby certify that on this first day of September in the year Nineteen hundred and twenty one before me the subscriber, Clerk of the Circuit Court for Anne Arundel County, personally appeared Nicholas H. Green, Trustee, and made oath in due form of law that the matters and facts set out in the foregoing report of sale are true to the best of his knowledge and belief, and that the sales therein reported were fairly made.

Wm. N. Woodward,
Clerk.

Hand bill -

Trustee's Sale of valuable Real Estate in the City of Annapolis, Md. By virtue of a Decree of the Circuit Court for Anne Arundel County, passed on the fourth day of August, in the year 1921, in a cause in said Court wherein William H. Butler et al. are Complainants and Addie Ireland et al. are Defendants, designated as No. 4548 Equity, the undersigned Trustee will offer at public sale at the Court House door, in the City of Annapolis, Maryland, on Tuesday, August 30th, 1921 at 11 o'clock, A. M.

The following property, in the City of Annapolis, viz:

First: All that lot of ground located on the northeast side of Duke of Gloucester Street, fronting thereon forty feet, more or less, and having a depth therefrom of one hundred feet, more or less, improved by a large three-story brick dwelling designated as number 148 Gloucester Street.

Second: All that lot of ground located on the south east side of Washington Street, fronting thereon seventeen feet, more or less; and a depth of 67 feet, more or less, subject to the use in common with the owners of the adjoining lot of a three feet wide alley; improved by a small frame dwelling, designated as No. 62 Washington Street.

Third: All that lot of ground located on the south east side of Market Street, fronting thereon seventeen feet, more or less, and having a depth therefrom of seventy-seven feet, more or less, improved by a comfortable frame dwelling, designated as No. 142 Market Street.

Terms of sale: - One-half of the purchase money to be paid in cash on the day of sale, or at the option of the Trustee on the final ratification of such sale by the Court, and the balance in six months from the day of sale, or all cash at the option of the purchaser or purchasers, deferred payment to bear interest from the day of sale, and to be secured by the bonds of the purchaser or purchasers with security to be approved by the Trustee. A deposit of \$500 will be required on the day of sale of the purchaser of the first piece of property; a deposit of \$300 will be required on the day of sale of the purchaser of the second and third pieces of property.

Nicholas H. Green, Trustee.
14 Church Circle, Annapolis, Md.

This is to certify that I have this day purchased the property herein thirdly described from Nicholas H. Green, Trustee, at public sale, at and for the price of Two thousand and twenty-five dollars, which I hereby agree to

pay in accordance with the within mentioned terms of sale.
 Witness my hand and seal this 30th day of August, 1921.
 Witness: Mr. H. Butler (seal)
 William Taylor

This is to certify that I have this day purchased the property herein secondly described from Nicholas H. Green, Trustee, at public sale, at and for the price of Fourteen hundred dollars, which I hereby agree to pay in accordance with the within terms of sale.
 Witness my hand and seal this 30th day of August, 1921.
 Witness: William Taylor (seal)
 Mr. H. Butler.

This is to certify that I have this day purchased the property herein _____ described from Nicholas H. Green, Trustee, at public sale, at and for the price of _____ dollars, which I hereby agree to pay in accordance with the within terms of sale.
 Witness my hand and seal this 30th day of August, 1921
 Witness: _____ (seal)

I hereby certify that as auctioneer I this day sold for Nicholas H. Green, Trustee, the property herein secondly described to William Taylor at and for the price of Fourteen hundred dollars, he being at that price the highest bidder therefor; the property herein thirdly described to Mr. H. Butler _____ at and for the price of Five thousand and twenty-five dollars, he being at that price the highest bidder therefor.
 Witness my hand this 30th day of August, 1921.
William H. Moss, Auctioneer.

Order nisi

Ordered this first day of September in the year 1921, that the sales of property mentioned in these proceedings made and reported by Nicholas H. Green, Trustee, be ratified and confirmed unless cause to the contrary be shown on or before the third day of October next; provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the third day of October next.

The report states the amount of sales to be \$3425.
Mr. N. Woodward,
 Clerk.

Publisher's Certificate.

Annapolis, Md. September 31, 1921.

We hereby certify, That the annexed advertisement Order nisi William H. Butler et al versus Addie Ireland et al. No. 4548 Equity In the Circuit Court for Anne Arundel County was published in the "Evening Capital and The Maryland Gazette", a daily newspaper published and printed in the City of Annapolis Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd day of October, 1921, the first insertion appearing on the 1st day of September, 1921.

The Capital Publishing Company.
By Burleigh C. Hooks,
Business Manager.

Final Order.

Ordered this Fourth day of October in the year, 1921, that the sales within reported be and the same are hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given, as directed by the preceding order.

The Trustee is allowed the usual commission and such expenses as he may produce vouchers for to the Auditor.
Robert Moss, A. J.

Auditors Report and Account - Filed 20th October, 1921.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account.

All of which is respectfully submitted,

Auditor.

Dr The Trust Real Estate of William H. Butler, deceased in ac. with Nicholas H. Green, Trustee.		Aug. 30 - 1921.		Aug. 30 - 1921.	
To Trustee for his commissions				132	75
"	" " Court Costs viz:				
"	Solicitor for Plaintiff	10	00		
"	" " Defendants	10	00		
"	Clerk of Court	13	95		
"	Sheriff A. A. Co.		60		
"	Premium on Bond (J. C. Co.)	30	00		
"	Auditor	9	00	73	55
"	Trustee for expenses viz:				
"	Auctioneer (N. H. M.)	16	00		
"	Advertising Sales Order Misc	59	00		
"	" Order Misc on this Account	5	00		
"	Printing hand bills (Art Press)	5	00	85	00
"	Taxes County and State 1920	164	55		
"	" " " " for 2 mos. 1921	25	60		
"	" " Annapolis 1920	87	42		
"	" " " " 1921 2 mos.	13	72	291	29
	For distribution \$2842.41				
distributed as follows:					
	To Mrs H. Butler 1/6			473	73
"	Sarah C. Colley 1/6			473	74
"	Kate V. Cooper } 1/6			473	74
"	Workmens Bldg. & Loan Ass. account of Charles Butler			473	73
	Heirs of John Butler 1/6 as follows:				
"	Addie Ireland, widow, 1/18	157	92		
"	Leola Washington, child, 2/18	315	82	473	74
	Heirs of Frank L. Butler 1/6 as follows:				
"	Emma Butler, widow, 1/18	157	92		
"	Mrs H. Butler 1/45	63.	16		
	Less C. I. Tax	3.16	60	00	
"	Sarah C. Colley	63.	17		
	Less C. I. Tax	3.16	60	01	
"	Kate V. Cooper } Auditor	63.	16		
	Less C. I. Tax	3.16	60	00	
"	Leola Washington	63.	16		
	Less C. I. Tax	3.16	60	00	
"	Workmens Bldg. Ass.	63.	16		
	Less C. I. Tax	3.16	60	00	
"	Collateral Inheritance Tax	15	80	473	73
				3425	00
					3425.00

Order nisi -

Ordered, This 20th day of October, 1921, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 21st day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of November next.

Wm. N. Woodward, Clerk

Publisher's Certificate.

Annapolis, Md. November 22nd 1921.

We hereby certify, That the annexed advertisement Order nisi in the case of William H. Butler, et al versus Addie Ireland, et al In the Circuit Court for Anne Arundel County, No. 4548 Equity was published in the "Evening Capital and the Maryland Gazette", a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of November, 1921, the first insertion appearing on the 20th day of October, 1921.

The Capital Publishing Company,

By Burling L. Hooks,

Business Manager.

Final Order -

Ordered By The Court, this 22nd day of November, 1921, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Robert Moss, A.J.

In the Matter of the Sale
of the mortgaged Real Estate
of Charles E. Remson and
Ella F. Remson -

No. 4325 Equity.
In the Circuit Court for
Anne Arundel County.

Mr. Clerk: -

Please docket the above entitled cause and
file the within mortgage.

J. Henry Strohmeyer -
Mortgagee

Mortgage - Filed 28th August, 1918.

This Mortgage, made this 25th day of January in the
year nineteen hundred and sixteen, by and between
Charles E. Remson and Ella F. Remson, his wife, of Anne
Arundel County, of the first part, and J. Henry Strohmeyer,
of Baltimore City, State of Maryland, of the third part,
Whereas said Remson and wife have requested said
Strohmeyer to indorse their promissory notes for an a-
mount not exceeding at any one time the sum of
thirty thousand (\$30,000) dollars, for their accommoda-
tion, and to renew said indorsements from time to time,
as may be mutually agreed upon between said Remson
and wife and said Strohmeyer, within the limit of thirty-
thousand dollars, during a period of one year from the
date hereof.

And Whereas it was conditioned precedent to said
Strohmeyer so agreeing to indorse said notes that the
payment thereof should be secured by a first mortgage
of the property hereinafter described or mentioned; there-
fore these presents are executed;

Now This Mortgage Witnesseth, in consideration of the
premises and of the sum of one (\$1) dollar, said
Charles E. Remson and Ella F. Remson, his wife, do grant
and convey unto said J. Henry Strohmeyer, his heirs and
assigns, in fee simple, all that tract of land known
as "Greenbury Point Farm" containing about three hundred
and one and a half (301 1/2) acres of land, more or less,
situate in the Third Election District of said Anne Arun-
del County, State of Maryland, and being the tract of
land which was conveyed unto said Charles E. Remson
by Luther A. Palmer and wife, by deed dated November
22, 1889, and recorded among the Land Records of said
Anne Arundel County, in Liber S. H. No. 36, folio 303 ce.
(Together with the buildings and improvements thereon
and the rights, roads, ways, waters, privileges, appurtenances

and advantages, thereto belonging, or in anywise appertaining.

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of J. Henry Strohmeyer his heirs and assigns forever.

Provided that if the said Charles E. Remson and Ella F. Remson, his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of thirty thousand (\$30,000) dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein or their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said Charles E. Remson and Ella F. Remson, his wife, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges mortgage debt and interest, the said Charles E. Remson and Ella F. Remson, his wife, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said J. Henry Strohmeyer, his personal representatives and assigns, or Peter E. Tome, his and their attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following; viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said mortgagee his personal representatives or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds,

arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of two hundred dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee his personal representatives and assigns under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns or to whoever may be entitled to the same.

And the said Mortgagors for themselves their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors for themselves, their heirs, personal representatives and assigns hereby covenant to pay; and the said Mortgagee his personal representatives or assigns or Peter E. Jones, his and their said Attorney shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses and commission.

And the said Charles E. Renson and Ella F. Renson his wife, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this mortgage, to keep insured in some good company satisfactory to the said Mortgagee his personal representatives and assigns, the improvements on the hereby mortgaged property and to the amount of at least fifteen thousand dollars, and to cause the policy to be

affected thereon, to be so framed or endorsed, as in case of
file, to inure to the benefit of the said Mortgagee his personal
representatives and assigns, to the extent of their lien or claim
hereunder, and to deliver said policy or policies to the said
Mortgagee his personal representatives and assigns.

Witness the hands and seals of the said Mortgagors.
Test: Naomi D. Garner. Charles E. Remson (seal)
Ella F. Remson (seal)

State of Maryland, Anne Arundel County, to wit:
I Hereby Certify, that on this 25th day of January, in
the year nineteen hundred and sixteen before me, a
Notary Public of the State of Maryland, in and for the
County aforesaid, personally appeared Charles E. Remson
and Ella F. Remson, his wife, the Mortgagors named
in the foregoing Mortgage and each acknowledged
the foregoing Mortgage to be their act.
Witness my hand and Notarial Seal.
Naomi D. Garner,
Notary Public.

State of Maryland, Baltimore City, to wit:
I Hereby Certify, that on this 26th day of January,
1916, before me, the subscriber, a Notary Public of the
State of Maryland, in and for said City, personal-
ly appeared J. Henry Strohmeyer, mortgagee, and
made oath in due form of law that the considera-
tion set forth in the foregoing mortgage is true
and bona fide as therein set forth.
Witness my hand and Notarial Seal.
Arthur R. Goetzke
Notary Public.

For value received, I do hereby assign the within mortgage
to Charles Clagett,
As Witness my hand and seal this 24th day of June, 1918.
Test: J. Henry Strohmeyer (seal)
Helen Zetndt

Recorded 27th day of Aug. 1918
For value received I hereby assign the within mortgage
to J. Henry Strohmeyer.
I Witness my hand and seal this 19th day of August, 1918.
Test: Charles Clagett, (seal)
Jesse Shingluff.
Recorded 27th day of Aug. 1918.

Mortgages or

Attorneys Bond. Filed 10th Feby. 1919.

Know all Men by these Presents, That we, J. Henry Strohmeyer of Baltimore City, State of Maryland, as principal and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifty Thousand (\$50,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents, sealed with our seals and dated this seventh day of February, in the year of our Lord, 1919.

Whereas, the above bounden J. Henry Strohmeyer by virtue of the power contained in a mortgage from Charles E. Remson and Ella F. Remson, his wife, to J. Henry Strohmeyer bearing date the 25th day of January, 1916, and recorded among the mortgage records of Anne Arundel County in Liber G. M. No. 121 Folio 376 and the said J. Henry Strohmeyer is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition of the above Obligation is such, that if the above bounden J. Henry Strohmeyer do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden J. Henry Strohmeyer has thereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney in Fact, the day and year first herein above written.

Signed, Sealed and Delivered in the presence of
Laura J. Gickling.

J. Henry Strohmeyer, (seal)
Fidelity & Deposit Co. of Maryland,
By Ridgely P. Melvin,
Attorney in Fact.

Statement of mortgage claim - Filed 12th Feby. 1919 at 11 o'clock A.M.
 On January twenty fifth, nineteen hundred and sixteen the above entitled mortgagors obtained a loan from the National Bank of Baltimore of Thirty Thousand (\$30,000.00) dollars upon the understanding between the said mortgagors and the Bank that the loan was to be represented by a note for said amount and that the mortgagors would obtain the indorsement of J. Henry Strohmeyer to said note, and accordingly a note was at said date made by the said mortgagors in said amount which note was payable six months after date and was at the time of its execution indorsed by the said J. Henry Strohmeyer and upon said note as so indorsed the said amount above mentioned was obtained from the said National Bank of Baltimore on the date of said note.

The said note is hereto attached.

On July twenty-fifth, nineteen hundred and sixteen in the same manner said loan was continued for six months from said date.

The said note being hereto attached.

On January twenty-fifth, nineteen hundred and seventeen in the same manner said loan was continued for three months from said date.

The said note being hereto attached.

On January twenty-fifth, nineteen hundred and sixteen the said Charles E. Rensen and Ella F. Rensen, his wife, executed the mortgage which is the subject of these proceedings in favor of the said J. Henry Strohmeyer to protect him against loss on account of his indorsement. The said Rensens paid the interest on said notes up to January twenty-fifth, nineteen hundred and seventeen, but failed to pay the interest on said loan from said last date above mentioned, and the said Strohmeyer was compelled to pay the interest thereon. At the expiration of said last note the National Bank of Baltimore refused to continue the loan further and as the Rensens failed to pay the same the said J. Henry Strohmeyer was called upon to do so. He was there and has been since unable to pay the said amount in cash and therefore executed in favor of the Bank in payment of said loan his note for Thirty Thousand (\$30,000.00) dollars dated April 26, 1917 payable one month after date, and from time to time has been compelled to

renew his said note on the following dates.

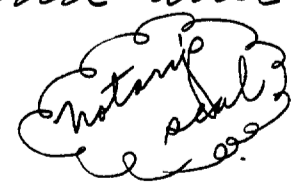
May 26, 1917; June 26, 1917; July 25, 1917; August 27, 1917; September 27, 1917; October 3, 1917; December 12, 1917; February 12, 1918; April 13, 1918; August 5, 1918; December 5, 1918; and February 5, 1919.

More detailed Statement of the Amounts due.

Principal amount of loan paid by J. Henry Strohmeyer,	\$30,000.00
Interest installments paid by him as above as follows, on the note of the Remsens dated January 25, 1917	455.00
On Strohmeyer notes above mentioned as follows,	
April 26, 1917	155.00
May 26, "	160.00
June 26, "	155.50
July 25, "	170.00
August 27, "	160.00
September 27, "	165.00
October 3, "	180.00
December 12, "	320.00
February 12, 1918	320.00
April 13, "	620.00
August 5, "	615.00
December 5, "	315.00
Interest from February 5 to February 12, 1919	40.00
Internal Revenue stamps on pit notes commencing December 12, 1917	36.00
Total - - - - -	\$33,866.00

State of Maryland, City of Baltimore, to wit: -
 I hereby certify that on this eleventh day of February in the year nineteen hundred and nineteen before me the subscriber a Notary Public of the State of Maryland in and for the City aforesaid personally appeared J. Henry Strohmeyer, as mortgagee and assignee and made oath in due form of law that the foregoing statement is true and correct and also at the same time personally appeared before me Charles Caggett and made oath in due form of law that to the best of his knowledge and belief the said statement is true and correct.

As Witness, my hand and Notarial Seal.
 Jella Ruben.
 Notary Public.



Revenue Stamps \$6.00

\$30,000.00

Baltimore, Md. January 25, 1916 -

Six months after date we and each of us promise to pay to the order of J. Henry Strohmeyer Thirty Thousand dollars - Payable at the National Bank of Baltimore. (5476)
For value received with cost of collection or an attorney's fee in case payment shall not be made at maturity.
due July 25 - 1916

Charles E. Remson
Ella F. Remson

Revenue Stamps \$6.00

\$30,000.

Baltimore, Md. July 25 - 1916.

Six months after date we and each of us promise to pay to the order of J. Henry Strohmeyer Thirty Thousand dollars. Payable at the National Bank of Baltimore. (470)
For value received with cost of collection or an attorney's fee in case payment shall not be made at maturity.
due Jan. 25 - 1917.

Charles E. Remson
Ella F. Remson -

Revenue Stamps \$6.00

\$30,000.

Baltimore, Md. Jan. 25 - 1917.

Three months after date we jointly & severally promise to pay to the order of J. Henry Strohmeyer Thirty Thousand dollars - Payable at the National Bank of Baltimore (6778)
For value received with cost of collection or an attorney's fee in case payment shall not be made at maturity.
due April 25.

Charles E. Remson
Ella F. Remson -

Report of Sale - Filed 15th day of February 1919 - & order nisi passed thereon.

To the Honorable, the Judges of said Court:

The report of J. Henry Strohmeyer, Mortgagee in and Assignee of the Mortgage filed in these proceedings respectfully shows:

That after having given bond in the penalty of Fifty Thousand (\$50,000.00) dollars with the Fidelity and Deposit Company of Maryland as surety, the same being duly approved by the Clerk of this Court, and after having complied with all the pre-requisites of said mortgage and of the law for such cases made and provided, and after having given twenty (20) days notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a newspaper printed and published in the City of Annapolis, Anne Arundel County, Maryland,

and also by advertisement in the Advertiser-Republican, another newspaper printed and published in said county and state, (the certificates of said newspapers of the publication of said advertisement are hereto attached), and also after having given notice of said sale by advertisements inserted in The Washington Post, of the City of Washington in the district of Columbia, the Public Ledger of the City of Philadelphia and State of Pennsylvania, and The Sun of the City of Baltimore and State of Maryland, and also by hand-bills extensively distributed throughout the City of Annapolis and Anne Arundel County, the said J. Henry Strohmeyer pursuant to said notices, attended in person at the Court House door, in the City of Annapolis, Anne Arundel County, Maryland, on Wednesday, February 12, 1919 at 11:30 o'clock A. M., and then and there proceeded to sell the property hereinafter mentioned at public sale and in due course, and did thus sell the same to Fred B. Rhodes of the City of Washington and the district of Columbia, at and for the sum of Forty-seven Thousand (\$47,000.00) dollars subject to the legal operation and effect of a mortgage thereon from Charles E. Rensen and Ella F. Rensen, his wife, et al. to G. Clifton Sunderland dated November 29, 1915, and recorded among the land records of Anne Arundel County, in Liber G. N. No. 121, folio 194, the said Fred B. Rhodes (after much competitive bidding being at that figure the highest bidder for said property, the same being -

All that tract, or those tracts of land, containing 30 1/2 acres, more or less, with the buildings and improvements thereon, known as "Greenberry Point Farm", situated in the Third Election district of Anne Arundel County, Maryland, and being the same property which was conveyed unto the said Charles E. Rensen by Luther A. Palmer, by deed dated November 22, 1889 and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 36, folio 303.

The said J. Henry Strohmeyer further shows to the Court that he has received from the purchaser his written agreement under seal hereto attached to comply with all of the terms of the sale and there is also hereto attached the auctioneer's certificate of said sale.

The terms of said sale being as follows: -

Terms of Sale: A deposit of Three Thousand (\$3,000.) dollars will be required of the purchaser at the time of sale, and the balance of the purchase money, with

interest thereon at the rate of six per centum per annum, to be paid as follows:

One third upon ratification of sale,

One third in six months, and

One third in twelve months,

the deferred payments to be secured to the satisfaction of the undersigned, or in the option of the purchaser, the entire balance after the initial deposit may be paid upon ratification of sale.

The said J. Henry Strohmeyer further shows to the Court that he has received from the purchaser his deposit of Three Thousand (\$3000.00) Dollars as required by the said terms of the sale.

J. Henry Strohmeyer.
Mortgagee in and assignee of said mortgage.

State of Maryland, City of Baltimore, to wit:

I Herby Certify that on this 13th day of February in the year nineteen hundred and nineteenth before me the subscriber a Notary Public of the State of Maryland in and for the City aforesaid personally appeared J. Henry Strohmeyer, Mortgagee in and Assignee of the mortgage filed in these proceedings and made oath in due form of law that the matters and things stated in the foregoing report of sale are true as therein set forth, and that the sale was fairly made.

As Witness, my hand and Notarial Seal.

[Notarial Seal]

Zella Kubur,
Notary Public.

Hand bill - William H. Moss, Auctioneer, Annapolis, Md.
Public Sale of Greenberry Point Farm - Overlooking Chesapeake Bay near the mouth of the Severn River.

Under and by virtue of the power of sale contained in the mortgage from Charles E. Remson and Ella F. Remson, his wife, to J. Henry Strohmeyer dated January 25, 1916, and recorded among the Land Records of Anne Arundel County in Liber of M. No. 121, folio 376, the undersigned mortgagee thereof will offer for sale by public auction at the Court House door in the City of Annapolis, Maryland, on Wednesday, February 12, 1919, at 11:30 o'clock A. M. - All of the property described in said mortgage, namely:

All that tract, or those tracts of land containing 30 1/2 acres, more or less, with the buildings and in-

provements thereon, known as "Greenberry Point Farm", situated in the Third Election District of Anne Arundel County, Maryland, and being the same property which was conveyed unto the said Charles E. Remson by Luther A. Palmer and wife, by deed dated November 22, 1889, and recorded among the Land Records aforesaid in Liber S. H. No. 36, folio 303.

This property has a large frontage on Mill Creek and Carr's Creek, and is conveniently near the Annapolis and Baltimore Boulevard and Severn River bridge. It is adjacent to the U. S. Government Experimental Station and to the proposed site of the new Research Laboratory. The land is improved by a large and substantial dwelling house, modern cow stables, barns, etc. About 100 acres of the land are in alfalfa and in a highly developed state. The lay of this land and its proximity to Annapolis and its excellent water facilities make it equally well adapted for sub-division and development as well as for successful farming operations.

This sale is subject to the legal operation and effect of a mortgage on the above described property from Charles E. Remson and Ella F. Remson, his wife, to G. Clifton Sunderland, dated November 29, 1915, and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 121, folio 194.

Terms of Sale:- A deposit of \$3,000.00 will be required of the purchaser at the time of sale, and the balance of the purchase money, with interest thereon at the rate of six per centum per annum, to be paid as follows:- One-third upon ratification of sale, one-third in six months and one-third in twelve months, the deferred payments to be secured to the satisfaction of the undersigned; or, in the option of the purchaser, the entire balance, after the initial deposit, may be paid upon ratification of sale.

J. Henry Strohmeier,
Mortgagee.

Charles Clagett,
Marbury, Coe & Williams,
Maryland Trust Building,
Baltimore, Md.,
Solicitors.

Office of The Advertiser-Republican.

Annapolis, Md. February 12, 1919.

I hereby certify that the annexed Public Sale of Greenberry Point Farm, overlooking Chesapeake Bay near the mouth of the Severn River was published in The Advertiser-Republican a newspaper published in the City of Annapolis, once a week for four successive weeks before the 12th day of February, 1919. The first insertion being made the 15th day of January, 1919.

George J. Melvin, Publisher.

I hereby certify that I have this twelfth day February, 1919, purchased of J. Henry Strohmeyer, mortgagee, the within described property at and for forty-seven thousand dollars (\$47,000.) subject to the legal operation and effect of a mortgage thereon from Charles E. Remson and Ella F. Remson, his wife, et al. to G. Clifton Sunderland, dated November 29, 1915 and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 21, folio 194; and I hereby agree to fully comply with all of the terms of sale as set forth on the reverse side of this sheet.

Witness my hand and seal this twelfth day of February, 1919.

Witness:

William H. Moss.

Fred B. Rhodes, (seal)

Annapolis, Md. February 12, 1919.

I hereby certify that I this day sold the within described property at the time and place set forth in the advertisement and upon the terms of sale therein mentioned, to Fred B. Rhodes at and for the sum of forty-seven thousand dollars, subject to the legal operation and effect of a mortgage on said property from Charles E. Remson and wife, et al. to G. Clifton Sunderland dated November 29, 1915 and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 21, folio 194; he being at that figure the highest bidder therefor.

Witness my hand and seal,

Witness:

Ridgely P. Melvin.

William H. Moss, (seal)

Ordered this 15th day of February in the year nineteen hundred and nineteen, that the sale of the property mentioned in these proceedings made and reported by J. Henry Strohmeyer, mortgagee in and Assignee

of the mortgage filed in these proceedings, be ratified and confirmed unless cause to the contrary be shown on or before the 17th day of March, in the year nineteen hundred and nineteen, provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 17th day of March, nineteen hundred and nineteen.

The report states amount of sale to be \$47,000.00 subject to the legal operation and effect of the mortgage referred to in the said report of sale.

Wm. N. Woodward, Clerk.

Mortgagors Exceptions to the sale reported. Filed 17th Mch. 1919
Charles E. Remson, the mortgagor with Ella F. Remson, in this proceeding, excepts to the ratification by the Court of the sale made and reported in this proceeding, and for his reasons avers,

(1) The sale under the power contained in a certain mortgage from these exceptants to J. Henry Strohmeyer was unlawfully exercised because the Court of Appeals of Maryland in its opinion filed on June 19th, 1918, referring to the sale of these exceptants' property under the powers of sale contained in the three several mortgages in that proceeding, declared that a sale thereof should be alone under the powers in the first mortgage contained; whereas, the said J. Henry Strohmeyer disregarding the mandatory opinion of the said Court of Appeals has sold the property under the power contained in his own, the second mortgage on said property.

(2) The sale reported herein was made against the interest of the mortgagors upon a day that is celebrated as a public holiday in many States, Lincoln's Birthday and without the previous advertisement required under the terms of the mortgage itself.

(3) That at the time of the advertisement and sale of the property reported in this proceeding, there was pending in Congress an act to appropriate a sum of money for the purchase or condemnation of the same, and that such fact was well known to the mortgage and others who attended said sale; and that as a consequence the bidders upon said property were naturally few and timid at offering a proper price for property about to be taken by the United States for its own purposes; and that for this and other reasons stated the property

brought a price far below its actual value.

(4) That the advertisement of sale was confusing, and that it does not appear from the same whether the first mortgage remains a lien upon the property, or was to be paid from the proceeds of sale realized in this proceeding. That because of such confusion, the rights and equities of these exceptants were prejudiced and only a mortgagee would be justified in buying the property;

(5) And for other reasons appearing upon the face of the proceedings, to be shown the Court at the hearing of these exceptions, these exceptants pray the Court not to ratify the sale herein made.

And as in duty so.

Charles E. Remson,

For himself and Ella F. Remson.

State of Maryland, Anne Arundel County to wit:

I hereby certify that before the subscriber, Clerk of the Circuit Court for Anne Arundel County, personally appeared Charles E. Remson, and made oath in due form of law that the matters and facts contained in the foregoing exceptions are true to the best of his knowledge and belief. As witness my hand this 17th day of March, 1919.

Wm N. Woodward,

Clerk of the Circuit Court.

Petition of Judgment Creditor Mercantile Bank.

Filed 19th March, 1919 - Order of Court March 19th, 1919.

To the Honorable, the Judges of said Court:-

The Petition of The Mercantile Bank, Incorporated, of Baltimore City, by John S. Strahorn, its Attorney, respectfully shows:

That the said Bank holds a judgment from this Court of the July Term, 1916 no 76 Trials, against the said Remson for \$239.96 with interest from date and costs, a copy of which said judgment and the costs due thereon is hereto attached, together with a statement of amount now due thereon, and that no credits have been made on account of the same, and this Petitioner, therefore, respectfully asks that this judgment be paid out of the funds in this case, being the proceeds of sale of the property of the said Charles E. Remson and wife, and that the same be included in the Auditor's account about to be stated, after the payment of prior liens.

And as in duty, etc.

Jno. S. Straham,
Attorney for Petitioner.

Ordered by the Court this 19th day of March, 1919, that the foregoing judgment of The Mercantile Bank, Incorporated of Baltimore City, be allowed by the Auditor, subject to all legal exceptions thereto, and paid out of the proceeds of sale, according to its legal priority provided the lien of said judgment is subsequent to the lien of the mortgage under which the property was sold.

Wm. H. Thomas.

Statement of claim of
The Mercantile Bank, Inc. }
vs.
Charles E. Remson

76 Trials
July Term
1916

Amount of judgment debt
Interest from July 17th 1916 to
Costs of Original Judgment
Costs in 4 attachments cases
56-60-61-62 see 4cs of Clerk
4 X \$16.20 taxed by Clerk

\$239.96

8.15

64.80

No. 76
Trials
The Mercantile Bank,
Incorporated of Baltimore City
vs.
Charles E. Remson

In the Circuit Court for A. A. Co.
July Term, 1916.
1916 March 17th "Warrant for Summons"
and "Summoned" 1916 July 17th "Interloc
 judgment extended on promiss
ory note filed in favor of the
plaintiff for \$239.96 current money
with interest from date and cost.
1917 June 13, Order for Attachment filed
Attachment issued

Plaintiff's Cost - Attorney \$5.00
Clerk 2.70
Sheriff .45
Total \$8.15

True Copy - Test: Wm. N. Woodward, Clerk.

No. 59
Trials
The Mercantile Bank
Incorporated of Baltimore City
vs.
Fred B. Rhodes, Garnishee
of Charles E. Remson

In the Circuit Court for Anne Arundel Co.
October Term, 1917.
Attachment on judgment # 76 Trials
July Term 1916
Dct. from 17th July, 1916

debt 239.96
Costs 8.15

Plaintiff's Cost -	Attorney	5.00	
	Clerk	2.90	
	Magistrate	2.55	
	Witnesses		10.45
Defendants' Cost -	Attorney	5.00	
	Clerk	.25	5.25
	Clks. extra costs	50	<u>50</u>
			16.20

True Copy: Test Geo Wells, Clerk.

No. 60
Trials
The Mercantile Bank
Incorporated of Baltimore City.
vs.
R. P. Melvin, Assignee
in no. 4180 Equity, Garnishee
of Charles E. Remson.

In the Circuit Court for A. A. Co.
October Term, 1917.
Attachment on judgment # 76 Trials
July Term 1916
Dct. from 17 July 1916

debt 239.96
Costs 8.15

Plaintiff's Cost -	Attorney	5.00	
	Clerk	2.90	
	Sheriff	2.55	
			10.45
Defendants' Cost -	Attorney	5.00	
	Clerk	25	5.25
	Clks' Extra costs		<u>50</u>
			16.20

True Copy: Test Geo. Wells, Clerk.

No. 61
Trials
The Mercantile Bank
Incorporated of Baltimore City
vs.
R. P. Melvin, Attorney
Garnishee of Charles E. Remson

In the Circuit Court for A. A. Co.
October Term, 1917
Attachment on judgment # 76 Trials
July Term 1916.
Dct. from 17 July 1916

debt 239.96
Costs 8.15

Plaintiff's Cost- Attorney	5.00	
Clerk	2.90	
Sheriff	2.55	
		10.45
Defendants' Cost- Attorney	5.00	
Clerk	.25	
Clk's Extra costs	.50	5.75
		<u>16.20</u>

True Copy- Test Geo. Wells, Clerk.

No. 62
Trials

The Mercantile Bank, Incorporated,
of Baltimore City
vs.
Eugene F. Childs, Atty.
Garnishee of Charles E. Remson

In the Circuit Court for A. A. C.
October Term, 1917.
Attachments on Judgment # 76 Trials
July Term, 1916 -
debt 239.96
Int. from 17 July 1916
Costs 8.15

Plaintiff's Cost- Attorney	5.00	
Clerk	2.90	
Sheriff	2.55	
		10.45
Defendants' Cost- Attorney	5.00	
Clerk	.25	
Clk's Extra costs	.50	5.25
		<u>16.20</u>

True Copy. Test Geo. Wells, Clerk.

Answer to Exceptions. Filed 8th April, 1919.
To the Honorable the Judge of said Court:

The answer of J. Henry Strohmeyer, mortgagee to the exceptions filed by Charles E. Remson and Ella F. Remson, his wife, to the ratification by the Court of the sale made and reported in these proceedings.

1. In answer to the first paragraph of said exceptions this respondent says that this Honorable Court did after hearing decide that this respondent as holder of the second mortgage had the legal right to exercise the power of the sale contained in his mortgage and to offer for the sale the said mortgaged property thereunder.

2. Answering the second paragraph of said exceptions this respondent says that in making the sale reported in these proceedings the terms of the mortgage were fully complied with in so far as they related to the advertisement of the property and in all other respects, and

He further avers that in addition to the advertisement required under the terms of mortgage, the property was also advertised in the Baltimore Sun, the Washington Post and Public Ledger a newspaper published in the City of Philadelphia. He denies that the sale having been held on a day which is a public holiday in many states, namely, Lincoln's Birthday, had any bearing upon the number of persons attending the sale but, on the contrary, says that the sale was well attended, there being upwards of fifty persons present thereat, and that the bidding for the property was spirited, and that the price obtained therefor was a fair and adequate one.

3. Answering the third paragraph of said exceptions, this respondent says, that while he has no personal knowledge of the fact that, there was pending before the Congress of the United States, a bill to appropriate a certain sum of money for the purchase of the mortgaged property, that nevertheless if there was such an act pending the consequences of this was to induce purchasers to pay a higher figure for the property than they otherwise would have done.

4. Answering the fourth paragraph of said exceptions this respondent denies that the advertisement of said sale was confusing and that the rights or equities of the exceptions were prejudice in any way;

And further answering said paragraph, this respondent says that the auctioneer at the sale announced that the said property was sold subject to the first mortgage, and stated the amount of said mortgage as appearing upon the Land Records of Anne Arundel County;

And further answering said exceptions this respondent states that he had previously in the month of September, 1918, advertised this property for sale under his said mortgage and, that at the request of these exceptants an injunction to enjoin the said sale was asked for by them and issued by this Honorable Court. That the question was fully considered by his Honor, Judge Forsythe, who after a hearing dissolved the injunction on September 20th, 1918, thus permitting the sale proceeded with, and that these exceptants were about to appeal from said decision and thereby further delay this respondent in obtaining payment of the indebtedness of these exceptants to him, but that subsequent to the rendering of this decision by the Court, but nevertheless

on the same date these exceptants agreed with this respondent that, if this respondent would delay the said sale for a period of thirty (30) days, they would interpose no objection to any foreclosure proceedings taken subsequent to said thirty (30) days, and that this agreement was made in the presence of his Honor, Judge Foreyche.

This respondent therefore prays that said exceptions be dismissed with costs to him and that said sale be ratified.

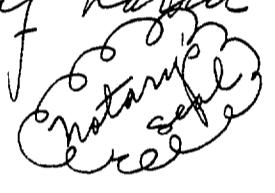
Jose Slingshuff,
Charles Clabett,
Attorneys.

J. Henry Strohmeyer,
Mortgagee.

State of Maryland, City of Baltimore, to wit:

I Herby Certify that on this 31st day of March, 1919, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared J. Henry Strohmeyer and made oath in due form of law that the matters and facts as therein set forth are true to the best of his information knowledge and belief.

As Witness my hand and Notarial Seal.



Arthur B. Connelly
Notary Public.

Petition for Receiver. Filed 26th April, 1919. Order May 21, 1919.
To the Honorable the Judges of said Court:

Your petitioner, Fred B. Rhodes complaining says:
That on the 12th day of February, in the year nineteen hundred and nineteen, J. Henry Strohmeyer, Mortgagee, offered at public sale the property mentioned in these proceedings and your petitioner being the highest bidder the said property was "knocked down" to him for \$47,000.00 that at the time of the sale and in accordance with the terms thereof your petitioner paid to the said J. Henry Strohmeyer, Mortgagee, Three Thousand (\$3000.00) dollars, and was to have paid on the ratification of the sale one-third and the balance of the purchase money in twelve months, with interest, on all deferred payments.

That after said public sale and on the 17th day of March nineteen hundred and nineteen, the owners said mortgagors, Charles E. Remson and Ella F. Remson, filed exceptions to the ratification of the sale, thereby holding up indefinitely the final determination of the right of your petitioner to the said property; that the said real estate is now lying idle and the legal status of the same is such that no one of the parties now

interested will undertake to work and make profitable the real estate by farming the same and thereby making it revenue producing during the pendency of the exceptions and other legal proceedings.

As the case now stands your petitioner will suffer irreparable loss and injury by reason of the property lying idle as he paid the said large amount for the farm, feeling that he would take possession and farm the same at once, as the farm is recognized as being very rich and fertile.

Your petitioner therefore prays:

1. That a receiver may be appointed to take charge of said mortgaged real estate and farm and cultivate or rent the same and collect the rents and proceeds thereof and pay out and apply the same under the direction of this Court.

2. And for such other relief as this case may require.

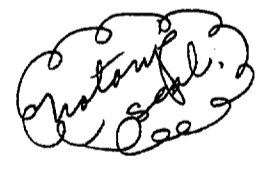
And as in duty bound your petitioner respectfully prays, etc

Fred B. Rhodes
Attorney for Petitioner.

City of Washington, District of Columbia, to wit:

I hereby certify, that on this 14th day of April, nineteen hundred and nineteen, before the subscriber, a Notary Public of Washington, D.C., personally appeared Fred B. Rhodes, and made oath in due form of law that the matters and facts stated in the foregoing petition are true to the best of his knowledge and belief.

Witness my hand and seal notarial.



Elsie N. England,
Notary Public.

Order of Court.

Ordered this 2nd day of May, by the Circuit Court for Anne Arundel County, upon the foregoing petition and affidavit, that A. Theodore Brady of the City of Annapolis, he and he is hereby appointed a receiver, with power and authority to take charge and possession of the farm and improvements thereon, situated in the Third Election District of Anne Arundel County, being the same farm mentioned and described in the mortgage filed in these proceedings, and sold to Fred. Rhodes of the City of Washington, as set forth in the report of sale filed in these proceedings, with power and authority to cultivate, farm or rent the same.

And the said Charles Remson and Ella F. Remson, or whosoever is now in possession of and occupying said farm and each of them are hereby required to vacate up and surrender unto the said A. Theodore Brady the said farm; subject, nevertheless, to the further direction of this Court.

And it is further ordered that before the said A. Theodore Brady proceeds to act as Receiver by virtue of this order, he shall give Bond to the State of Maryland in the penalty of \$2000.00 with a surety or sureties to be approved by this Court or the Clerk thereof, and conditioned for the faithful performance of the trust reposed in him by this order or which may be reposed in him by any further decree or order in the premises.

Wm Henry Foreythe Jr.

Receiver's Bond - Filed and Approved this 19th day of May, 1919.

Know all Men by these Presents,
That We - A. Theodore Brady and the United States Fidelity Guaranty Company of Maryland a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in full and just sum of Two Thousand Dollars to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 19 day of May in the year of our Lord one thousand nine hundred and nineteen,

Whereas, by an order of the Circuit Court for Anne Arundel County bearing date on the 2nd day of May, one thousand nine hundred and nineteen and passed in a cause in the said Court, in the matter of the Mortgage Real Estate of Charles E. Remson and Ella F. Remson No. 4325 Equity.

The above bound A. Theodore Brady has been appointed Receiver with the power and authority to rent or farm the property mentioned in these proceedings.

Now the conditions of the above obligation is such, that if the above bounden A. Theodore Brady, do and shall well and faithfully perform the trust reposed in him by said order, or that may be reposed in by any future order or decree in the premises, then the above obligation to be void; otherwise to

be and remain in full force and virtue in law,
 signed, sealed and delivered A. J. Brady (seal)
 in the presence of United States Fidelity & Guaranty
 Flora Gray. Company of Maryland,
Per Allen B. Howard
General Agent.

Corporate seal

Testimony on Exceptions to Ratification of Sale - Filed 2nd May, 1919.
 Judge Forsythe on the Bench.
 Present:

H. R. Randall, Esq. for Remsen, Exceptant.
 Caggett and Slingshuff, for 1st. Mortgagees.
 Theo. Brady, Esq., for Rhodes and Mrs. Boynton, purchaser and mortgagee.

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Witnesses: A. R. Arnold James W. Owens
 S. W. Coates J. C. E. Remsen
 Theo. W. Corner J. C. Brewer (defendant)
 R. Lilghman Brice Jesse Slingshuff
 R. P. Melvin.

Alton R. Arnold, a witness of lawful age, being first duly sworn, deposes and says:

Q. 1. What is your name and official position?

A. Alton R. Arnold, County Treasurer.

Q. 2. For how many years have you been a farmer and in what district of Anne Arundel County?

A. 41 years in the 3rd district of Anne Arundel County.

Q. 3. Do you know the property known as the Remsen estate, if so, please state the amount of acres in it and where the same is situated?

A. Yes, It is situated and adjoins the Government property, Radio Station, Experimental station, also adjoins the property, I think, of the Severn River Realty Company, and I believe very close to, if it does not adjoin Mrs. Brice's property and contains I have understood around 300 acres.

(By Mr. Randall)

I file herewith a plat of the property made by E. Lacey Chinn, surveyor, entitled Plat of Government Reservation on north side of Severn River near Annapolis, traced Feby. 26th 1916.

Objection to offering of this plat until shown by Mr. Melvin whether it is a proper plat, if so will admit it.

(This plat later on ruled out by the court.)

Q. Look at the Plat filed as Exhibit A and state the different properties that are there shown, identify each one. The property marked A of 302 acres, private what is that?

A. I suppose that is the Rensen property.

Q. Property marked B purchased by the government, 180 acres from Theodore Corner, what property is that?

A. Corner property.

Q. Marked C purchased by the government, 93 acres, J. Corner, Jr., what is that?

A. That is part of the Corner property owned by Mr. Theodore Corner, Jr.

Q. It is the present Rifle Range?

A. Been there for sometime.

Q. E is private property without acreage, setting in to the Rensen and Corner property belongs to whom?

A. That is north of it?

Q. No. Southwest?

A. I think that must be the Brice property.

Q. Do you know the Ferry farm, is that E the Ferry farm, running up to the Government Rifle Range?

A. That goes to the Rifle Range, the Ferry Farm property, I thought that was north of this.

Q. On what waters does the Rensen property touch, what creeks?

A. I don't know the creeks, never on it in my life.

Q. Is there one creek or two?

A. There is only one creek that I know of.

Q. You state that the Rensen property is 300 acres, of what does it improvements consist?

A. It consists of an up to date and splendid cow barn, silos, and fine dwelling.

Q. In your position as a Public officer and as a farmer for the past 40 years do you feel qualified to pass on the value of the Rensen place first for farming purposes?

A. Yes sir.

Q. What, in your estimate in the 300 acres worth per acre for farming purposes?

Objection to this line of testimony. Overruled.

A. I think for farming or any agricultural purposes it is worth \$125 an acre.

Q. What does your valuation of \$125 per acre include?

A. It includes the splendid quality of the land and productivity of the land and the buildings which are needed on an up to date farm for agricultural purposes, which you asked me for.

Q. do you know the prices paid by the United States Government for property contiguous to the Remsen farm in the past.
Objection. Sustained. Exception noted.
No Cross Examination.

S. W. Graves, a witness of lawful age, being first duly sworn, deposes and says:-

Q. 1 Where is your home?

A. I have come here to buy a home.

Q. 2. From where?

A. From Kentucky.

Q. 3. What has been your experience in farm lands?

A. I have been farming for the last five or six years in Kentucky.

Q. 4. You say you came to Annapolis to purchase a farm or a home which?

A. A farm home.

Q. 5. do you know the so-called Remsen property?

A. I was shown it by a real estate agent.

Q. 6 Where is it located and of what does it consist?

A. I am not familiar with your locality, I could go to the property don't know what I could describe it, I have had names given to me of the creeks, I know the Remsen property but don't know what I could identify it on paper.

Q. 7. Was your examination of the property made after the sale reported in these proceedings?

A. Yes. Objected to.

Q. 8. Did you make an offer for the same and to whom did you make it?

A. Yes, I made an offer to Mr. Remsen, I understood it could not be made directly to him but through him to the other parties. I understood he did not have title, but the offer was such it could be made in the way it was made.

Q. 9 did you know at the time in whom the title was vested under these proceedings?

A. I knew it had been bought in by Mr. Rhodes of Washington.

Q. 10 What offer did you make to Mr. Rhodes then through Mr. Remsen at the time that you made it?

Objected to.

Q. 11. Was your offer for farming purposes?

A. For a farm home, yes sir. I make my living by farming. Judge, I had other things in mind besides farming. I had other things in mind what to do with it

Q. 12 What offer did you make Mr. Rhodes through Mr. Rensen?

A. I told Mr. Rensen if he could get me a clear title I would give him \$10,000 over and above the encumbrances on the property?

A. I understood it sold for \$47,000 approximately. I had a statement of all mortgages, back taxes, and all costs against the property which I had gotten here at the Court House so I knew what it was.

Abjected to.

Q. 13 do you know then what your offer represented?

A. I expected it would cost me somewhere between \$57,000 and \$60,000, the exact amount I could not be sure of.

Q. 14 Can you state for the benefit of the Court what the mortgages, interest, taxes and other liens upon the property amounted to at the time you made the offer of \$10,000 for the Equity?

A. I don't know that I can make it exactly in dollars and cents, only what I understood them to be.

Q. Approximately \$48,000.

A. Understand if I had bought in the way I proposed to buy it I would have dickered with Rhodes as to the best price.

Q. You stated you had other things in my than a farm home when you made the offer for the property, state what you mean?

A. The building and selling of summer homes on the shore line.

Q. What do you mean by the shore line?

A. The property has water fronts, I understood somewhere between one mile and a mile and a half, I did not measure it but looked at it, and it looked to me as if I could sell considerable water property, reserving enough for my own use.

Q. Was your proposition to Mr. Rhodes through Mr. Rensen accepted and if not, why not?

Abjected to.

A. My offer was withdrawn.

Q. Why was your offer withdrawn?

Abjected to. Overruled.

A. Because I understood the government intended to purchase it.

Exception to the answer.

Cross Examination.

do you know whether the proposition which you made

was ever communicated to Mr. Rhades?

A. I believe it was not, I do not know.

Q. How long have you been in this part of the world?

A. Only a few weeks, probably a little less than a month, probably a little over a month different times.

Q. You never had occasion to fix upon the value of property in this section?

A. I simply have my own opinions, the value to me, I know nothing of permanent values here.

Theodore D. Comer, a witness of lawful age, being first duly sworn, deposes and says:-

After to prove prices for adjoining land at private sale by the Government.

Objection offered to this line of testimony. This testimony all goes in subject to exception.

Q. 1. State what property you and your father owned prior to the sales to the United States?

A. I did not own any, father owned both pieces.

Q. 2. Describe those pieces?

A. The lower part of Greenberry Point adjoins Rensen's place, marked B on the plat, and this place over here between the two creeks marked C which also adjoins Mr. Rensen, 98 acres in the last mentioned piece, 180 acres in this marked B.

Q. 3. What prices were paid for B and C by the U. S. when were those sales made?

A. In 1909, \$75,000 for the two pieces of property.

Q. 4. How many acres did these contain?

A. 98 and 180, marking 278 in all.

Q. 5. Have you kept conversant of the values of the property in that neighborhood during the past ten years?

A. I left there in 1910, since then I have only been over there merely looking around, had nothing to do with farming interests over there.

Q. 6. Are you today conversant with values of property in that neighborhood?

A. Only hearsay, I don't know for certain.

Q. 7. Who received the money for these sales made to the Government?

A. I did.

Cross Examination.

Q. 1. How long did you or your father own this property which it sold to the Government?

A. About 50 years, I was on one place 20 years and the

other the balance of the time.

Re-direct.

Q. 1 Did you say you received the money?

A. Yes.

Q. 2 Did you close the deal out, did you consummate the deal by which it was sold to the Government?

A. Yes, it was between me and the government.

Q. 3 You closed the deal?

A. Yes, there were three heirs, the government made us the offer and we accepted it.

R. Silghman Brice, a witness of lawful age, being first duly sworn, deposes and says:

Q. 1 What is your occupation and where do you reside?

A. North Sweden, am a farmer.

Q. 2 Are you thoroughly familiar with the value of lands in that section of Anne Arundel County?

A. Yes sir.

Q. 3 Are you near this particular farm?

A. Adjoining farm.

Q. 4 Do you know the farm mentioned in these proceedings, the Rensen farm, if so describe it.

A. Yes, it is down on Greenberry Point, and our property adjoins it, Mulberry Hill, Radio Station and Hunter property called Ferry Farm, and Experiment station surrounds it.

Q. 5 How long have you known the Rensen farm and how intimately?

A. All my life, been there after.

Q. 6 What in your estimation is its value today?

Objected to.

Q. 7 Do you and your family own property bordering on the Bay and its estuaries?

A. Yes.

Q. 8 Have you put that property in the market for sale and if yes, have you made any sales?

Objected to.

A. Not that kind of property.

Q. 9 But adjacent property on the estuaries of the Bay like this.

A. Yes.

Q. 10 What value do you place upon the Rensen property considering its location, soil, improvements, etc. on the day of sale, as a home and for farming purposes?

A. I think that property ought to be worth anywhere from

\$175 to \$200 an acre the way property is selling now.

Q. 11 Do you recall any other properties than those bought by the government that you know of to your own knowledge, what they have sold for?

A. Now am I to know that? I can't say that I do know of any.

Cross Examination.

Q. 1 Do you know of any farms in Anne Arundel County sold for \$175 to \$200 an acre for farming purposes?

A. Now am I to find out, I never saw the money.

Q. 2 How any sold, by reputation?

A. I think that Mr. Spranklin's sold for \$55,000, I did not see the money but I heard he got that.

Q. 3 For farming purposes?

A. Farming purposes, farming it now.

Q. 4 How many acres?

A. I don't know, Mr. Corner could tell you, about 200 acres.

Q. 5 Where is his farm?

A. Sandy Point above Mr. Rensen's, right below me in my neighborhood.

Q. 6 You don't know that.

A. Only what I heard.

Re-direct.

Q. 1 Do you know what the Ferry farm people paid for another tract adjoining the Rensen property?

A. Only what I heard.

Q. 2. What was the reported price?

A. Only what I heard.

Objected to. Overruled.

James W. Owens, a witness of lawful age, being first duly sworn deposes and says:-

Q. 1 You testified as a witness for Rensen in the former case as to a price offered him for his property, will you tell the Court what that property consists of?

A. That property consists of 305 acres of land improved, immediately adjoining Greenberry Point, and bordering on (what is that Creek there, the name?) on a navigable creek. It has a part of it in splendid alfalfa, part in asparagus, there is a good dwelling house there there was, I don't know whether there now or not, a cow stable all built with concrete for the stabling of 40 cows.

Q. 2 Are you qualified to pass upon the value of that property on the day of sale, Feby. 12th, 1919?

A. I think I am.

Q. 3 State your qualifications?

A. My qualifications are that I have been handling and selling real estate for the last thirty years. I have had numerous offers, accepted and numerous offers refused, and I was counsel for the Ferry Farm Realty Co. adjoining that and prepared their title and instruments. I have had a number of transactions there I had especially this Ferry farm and I know the value of that property, I don't mean to say I think I know, I mean I do know it.

Q. 4 Has the property other value than for farming purposes, if yes, please state what?

A. Its location on a navigable creek for development purposes adds very largely to its value. It adjoins the Rifle Range there and it is for farming purposes better land than the Rifle Range property that was bought from the Corner estate. It is a larger farm than the Corner estate and while I am not prepared to state the price paid for the Corner farm there are those here who can.

Q. 5 Is this property at present in part occupation by the U. S. government?

Abjected to.

Q. 6 Do you know whether the government is partly in occupation of this property?

A. No, I can't say I do.

Q. 7 From your knowledge of sales of property in the immediate neighborhood please tell the Court what you regard to be the acreage value, in your opinion of the 300 acres involved in this farm?

A. I would say a minimum price of \$200 per acre.

Cross Examination.

Q. 1 When was the last time you were on this property?

A. I suppose 12 months ago.

Charles E. Remsen, a witness of lawful age, being first duly sworn, deposes and says:-

Q. 1 You were the former owner of this property and are the Exceptant in this case?

A. Yes.

Q. 2 Will you state what steps you took to sell this property to the United States following the action of the Court of Appeals in the former sale?

A. Yes, I had a letter written to the Superintendent of the Naval Academy to see if they would buy the property, and they got a Bill

Abjection to this line of testimony.

They made me an offer and I accepted it.

Q. 3 Did you enter into a contract for the sale of the property to the United States?

Abjection. Exception noted.

A. I did.

Q. 4 At what price?

A. \$ 75,000.

Q. 5 Did the Government accept that offer, and in what form was it made?

Abjected to.

A. In the form of a bill before Congress.

Abjected to.

Q. 6 Have you got a contract?

A. It is with the Government.

Call made on witness to produce the contract.

The offer to prove by Mr. Remson that he signed an option of purchase with the United States Government at \$75,000 or in excess of \$75,000 because the option included damages already sustained to the property, and that based upon that option a favorable report was made for its purchase by the Committee on Naval Affairs, and a Bill introduced by Congressman Patchett, Chairman of the Naval Committee of the House, at the request of Secretary Daniels, and that that Committee reported favorably to the Committee of the whole for its purchase at \$75,000 under date of October 24th 1918, and that House Bill No. 13112 now pending in the House of Representatives provides for an appropriation of that amount for its purchase, and that these facts were known to the mortgagee and to persons present at the sale of February 12 1918 and influenced the price obtained for the property at that sale.

Q. 7 You have stated that you made an offer to the Government in excess of \$75,000, through what channels was that offer made?

A. Through the Superintendent of the Naval Academy, Admiral Eberle.

Q. 8 Was any action taken by the Navy Department, Congress, etc. looking to its purchase at that figure, and how do you know whereof you speak?

A. I saw members of the Naval Committee, I saw members of the House and talked with them, letters from them, Mr. Linthicum and Mr. Mudd.

Q. 9 Did you receive these printed copies of Bill from members of Congress?

A. Yes, they were mailed to me.

Same offered in evidence. Objection as not certified copies.

Q. 10 Was the Bill passed before the adjournment of Congress?

A. No, the Bill was not.

Q. 11 How does your property compare for Agricultural purposes with the adjoining lands purchased by the government?

A. It is better.

Q. 12 In what respect?

A. It is in better condition, not stony, level, and nearer to Annapolis either by water or road.

Q. 13 What lands were bought by the Government either at private or public sale adjoining your property?

A. Theodore Corner and Capt. Corner's, I believe Capt. Corner owned both properties that were bought by the government.

Q. 14 Do you know the prices paid by the government of your personal knowledge?

A. \$274 and some cents per acre for each one.

Q. 15 When were these sales made?

A. In March, 1910.

Q. 16 Do you know of sales of property in your neighborhood, and situated in reference to roads and water front like your own, being sold in the last ten years?

A. I only know of one being sold, within the last ten years that has water front, Mr. Spranklin's place 10 miles from Annapolis.

Q. 17 Was that private or public sale?

A. Private sale.

Q. 18 Do you know the price of your own knowledge?

A. I know the price, I saw the man who bought it and the man who sold it they told me what they paid for it.

Q. 19 What price was paid and what was the acreage per piece?

Objection. Exception noted.

A. I don't know how many acres in the property, I know \$50,000 what they paid for it.

Q. 20 Were you present at the day of sale on February 12th?

A. I was.

Q. 21 Do you know of your own knowledge whether it was generally known at that sale that the government intended to purchase the property and that a Bill was pending in Congress for its purchase?

Objection to

A. I do know.

Q. 22 How did you know?

A. I talked with a number of men right around the sale.
 Q. 23 Were such men you talked with bidders or contemplated bidders of the property?

A. I don't know.

Q. 24 What did the property bring at the sale on Feb. 12th?

A. \$47,000 subject to a first mortgage of \$2500.

Q. 25 In actual figures what amount was that in excess of the previous sale set aside by the Court of Appeals?

A. The difference of \$6,000 more this time than the time before.

Q. 26 Did you enter into a contract with Mr. Rhodes the purchaser with a view of having some one else substituted for him as purchaser of this property after the sale of February 12th?

A. No.

Q. 27 Did Mr. Rhodes agree with you and give you an option to have a purchaser substituted in his place and stead?

A. He did.

Q. 28 Then I don't understand why you said No before?

A. I misunderstood the question.

Q. 29 Did you acting upon that, endeavor to secure a purchaser for the property by substitution for Mr. Rhodes?

A. Yes, I did.

Q. 30 You have heard the testimony of Mr. Graves, was he one of the parties whom you endeavored to substitute as purchaser?

A. He was.

Q. 31 Were there others?

A. Yes there were others.

Q. 32 Why did the sale to Mr. Graves fall through?

A. After he found out the government wanted it he did not want it, he wanted it as a home he said and expected to spend some money and he was afraid it would be taken away from him.

Q. 33 Did you have better bona fide offers for the property at an increased price over that obtained at the sale?

Objected to.

A. Since the sale you mean? No.

Cross Examination.

(By Mr. Brady).

I represent Mr. Rhodes, the purchaser.

Q. 1 Did Mr. Rhodes when that proposition was offered through you to substitute Mr. Graves as purchaser, agree

that he would permit Mr. Graves to be substituted as purchaser provided you paid him \$47,000 which was the amount he offered and \$1,000 additional?

A. He did.

Q. 2 He only wanted an addition of \$1,000 over \$47,000?

A. Yes.

(By Mr. Claggett.)

Q. 3 You said just now that Mr. Claggett knew of this alleged proposed purchase of the property by the Government how do you know he knew that?

A. I told him.

Re-direct.

Q. Did Mr. Graves go to Washington and learn that from any other sources, if you know?

A. I don't know, he went to Washington.

Mr. Randall here offers in evidence the Opinion of the Court of Appeals in the Remsen case for question of law. The plea heretofore filed is ruled out of the case altogether.

Exception noted to the ruling of the Court. Letter offered in evidence by Mr. Randall. Objection to same by Mr. Shingluff.

J. Clayton Brewer, a witness of lawful age, being first duly sworn, deposes and says:

Q. 1 What is your occupation?

A. Real estate and Fire Insurance.

Q. 2 Where do you reside?

A. 9 School St. Annapolis, Md.

Q. 3 Are you familiar with the property known as the Remsen property situate at Greenberry Point?

A. Yes sir.

Q. 4 Have you had much experience in the sale of real estate, water front property in Anne Arundel County?

A. I have.

Q. 5 In your opinion, what is a fair value of the property known as the Remsen property consisting of 302 acres?

A. As farm property or water front property?

A. I should say that \$50,000 would be a fair price for it.

Cross Examination.

Q. 1 What other elements of value has it?

A. It is very good land besides having a water frontage near Annapolis, very good road.

Q. 2 What other elements of value has the property than

as a farm which you give on it of \$50,000?

A. Well, the farm could be subdivided into smaller tracts and sold, probably to good advantage but there is an element of risk attached to all developments of that kind so far as prices are concerned, in other words one small acreage sold in a farm like that to an undesirable party might depreciate the value of the rest of the property very materially.

Q. 3 Has it or not value by reason of its proximity to the government lands and its uses for military purposes?

A. I should say it has.

Q. 4 What additional value to the \$50,000 would you place upon that?

A. My first valuation of that property I took into consideration to some extent that feature of it being near Annapolis, near the Naval Academy grounds and a very good section of the country.

Q. 5 Is there any land in that neighborhood for sale at any such price as you here quote, per acre?

A. I sold some land and water front property near there a year or two ago, 128 acres for \$15,000 no improvements.

Q. 6 What farm was that?

A. That was Alwall's farm right across Hessian Point right opposite this property.

Q. 7 Do you know of any other than the Alwall farm in that neighborhood?

A. I know of some sales made, am not familiar with the prices. The Moss farm on Hackett's Point, but what price I don't know.

Q. 8 Do you know the prices obtained by the Corner estate for adjacent property ten years ago?

A. No, I do not, I recollect one sale of \$25,000 of Corner property but how many acres I don't remember, but I had nothing to do with that sale.

Q. 9 Do you know the prices at which the Ferris farm property is held and the Arice Farm adjacent to Rensen's property?

A. I don't know, I know it has been in the market a good many years, I understood one time it was offered for \$60,000.

Q. 10 The difference in distance from Annapolis of this property and Alwall's property is how much by road?

A. I should say about three miles.

Q. 11 Has the Alwall property any value by reason of its being adjacent to the United States holdings?

A. I don't know what it has at this time. When the government was considering the matter of a dairy farm I think they took that into consideration as an extension of their land there by putting a bridge over that small inlet to Mill Creek which would make it successful.

Jesse Slingerhoff, a witness of lawful age, being first duly sworn, deposes and says:-

Q. 1 Papers, in the Remsen case, pleadings and decree of court and all papers in the injunction case offered in evidence

Q. What is your connection in this case?

A. I have been acting as counsel for Mr. Strohmeyer.

Q. 2 Will you please tell the court what took place when the property was first advertised by Mr. Strohmeyer?

A. Under the first advertisement of sale?

Q. 3 When that occurred?

A. I think the property was first advertised in August, 1918, a preliminary injunction was asked for by Mr. Remsen to restrain the sale. Answer was filed and proceeding was heard before Judge Forsythe in Elliptt City and an Order was passed by him dismissing the injunction.

Q. 4 What condition did that leave the sale in?

A. We were free to go ahead with the sale.

Q. 5 What took place then?

A. After the court had passed the order I had a verbal understanding with Mr. Remsen and Mr. Randall that we would not press the sale or advertise the property for sale again for a period of thirty days provided they would not file any objections to any sale which might be made after the expiration of 30 days.

Mr. Randall was at that time insisting upon the government taking the property, and I think he said the government was going to buy the property within two weeks.

Q. 6 And your reason was to give him an opportunity to have the government take the property? A. Yes.

Q. 7 After thirty days expired what was your position then?

A. I think we agreed to another continuance at the expiration of that time. Mr. Randall stated if we would give him two weeks longer he would either have the government take the property or pay our mortgage off at the expiration of the two weeks time, neither was done and subsequently the property was re-advertised again, sometime in November or December. My understanding was there was lots of ranging back and forth and the court finally decided he would dismiss the injunction, and

after that Mr. Randall and I got together, and I took Mr. Randall up to the court and told him the agreement we had reached.

Cross Examination.

Q. 1 Have you the originals of my letters to you of October 19th and 29th?

A. I have your letter of October 19th and of October 29th.

Q. 2 Did you, in answer to either of these letters indicate what you now indicate in court that I was to file no exceptions to the sale?

A. I think my letter of October 31st. to you specifically says that that was not my understanding of the agreement reached.

Q. 3 You quote Mr. Strohmeyer as saying, "Mr. Strohmeyer says it was not his understanding, etc." here reads from letter.

Q. I never disputed that proposition, did I, that you had a right, I having failed to bring to the court of your attention the government as a purchaser, you had a perfect right, I?

A. My understanding with you was that if we went ahead that Remsen would offer no objection to any subsequent proceeding taken to foreclose the mortgage.

Ridgely P. Melvin, a witness of lawful age, being first duly sworn, deposes and says:

Q. 1 Are you connected with any mortgages upon Mr. Remsen's property subject to these proceedings?

A. I represented the first mortgage known as the Sunderland mortgage.

Q. 2 Who is the mortgagee in that mortgage?

A. Clifton G. Sunderland.

Q. 3 What is the condition of its holding now?

A. It was assigned to the Annapolis Banking and Trust Company as security for a note of Mr. Sunderland to the Bank and it is subsequently assigned to me for the purpose of foreclosure.

Q. 4 After the decision of the Court of Appeals which has already been introduced in evidence in the former Remsen case what steps were taken to foreclose that mortgage, or any mortgage upon the property, as far as you know?

A. There was an agreement entered into between Mr. Sunderland and Mr. Remsen whereby Mr. Sunderland was to withhold any further action at that time in the way of foreclosure proceedings, and in pursuance

of that understanding and at Mr. Sunderland's request, no further action was taken so far as the first mortgage was concerned, either by Mr. Sunderland or the Bank.

The Bank acquiesced in that arrangement to withhold further proceedings under that first mortgage, the security to the Bank being a note from Mr. Sunderland with this first mortgage assigned as collateral to the Annapolis Banking and Trust Company.

Q. 5 Did you communicate that agreement to Mr. Strohmeyer or Mr. Strohmeyer's attorney?

A. Yes, I think I did.

Q. 6 You either communicated it to him or to his attorney?

A. It was, after that that Mr. Strohmeyer proceeded to foreclose the mortgage.

Q. 7 Were you present on the day of sale?

A. Yes.

Q. 8 Did you hear the auctioneer make the announcement of the sale?

A. Yes sir.

Q. 9 Did he refer to the Sunderland mortgage in making that announcement?

A. Yes sir.

Q. 10 What did he say?

A. As I recall it he said the sale was made subject to the legal operation and effect of the first mortgage on the property as disclosed by the records.

Q. 11 Did he give the amount of that?

A. It was said to be \$2500 with the legal interest due thereon.

Q. 12 That was the announcement he made at the day of sale?

A. Yes sir.

Papers offered in evidence to show the Court's ruling on the case being papers in No. 4329 Equity.

Objection to same being introduced.

Overruled.

Opinion and Order in the Exceptions to the Sale of Feb. 12-1919.
Filed 2nd June - 1919.

The Rensen property is covered by three mortgages. The first for \$2500.00 to Mr. G. Clifton Sunderland; the second for \$50,000.00 to Mr. J. Henry Strohmeyer; and the third for \$8,559.00 to Mrs. Etta Boynton.

On April 3, 1917, two sales were made of this property, one under the first mortgage, and one under the third

mortgage. These sales were both objected to, and the Court of Appeals on June 19, 1918 declared both improper.

After reviewing the case in detail, the Court concluded its opinion by saying: "If Mr. Rensen should be unable to refund his existing mortgage indebtedness and a re-sale cannot be thus avoided, it should be made alone under the power of sale in the first mortgage, so that the title may be sold clear of all liens and under conditions favorable to a sale that will be advantageous to all parties concerned."

After that decision by the Court of Appeals, an attempt was made by the second mortgagee, Mr. Strohmeier, to sell the property under a power contained in his mortgage. This sale was restrained by a temporary injunction, which was later dissolved. Nothing was done for some time. Then a sale was made by the second mortgagee under the power in his mortgage. And it is this sale which is now upon the Court upon exceptions thereto filed by the mortgagor.

At the hearing on these exceptions it was very evident that counsel had forgot, or misunderstood what transpired at the time the temporary injunction above mentioned was dissolved. That matter had been set for a hearing, and when counsel appeared it developed that one side was not prepared for a full hearing and had no witnesses present.

It was apparent that a full hearing could not be had, and that justice could not be done without a full hearing. Confronted with that situation, the Court suggested to counsel that they try to settle the matter. And it is the Court's recollection supported by notes made at the time, that after considerable talk between counsel, Mr. Randall and Mr. Shinguff, it was announced to the Court that if the Court would dissolve the injunction, an agreement could be reached. In an effort to assist to bringing about an agreement, the Court passed an order dissolving the injunction. This action of the Court had the effect of bringing about an agreement to voluntarily postpone the sale to allow Mr. Randall to find out whether the United States Government would buy the property. The order dissolving the injunction was thus passed for the sole purpose of affecting a settlement of the matter, and after counsel had agreed that it should be done. It was not passed after a hearing on the merits of the case. There was no argument in the legal question, no evidence introduced, and in no sense was there a judicial determination on the question of the right of the second mortgagee to sell the property in the way he proposed to do it.

The exceptions now before the Court raise the question of the right of a junior mortgagee to sell under a power contained in his mortgage.

This sale was made in the usual way of foreclosure when there is but one mortgage on the property, the only exception being that the advertisement stated it would be sold subject to a prior mortgage. No bill in Equity was filed making either of the other mortgages parties, and no decree appointing a trustee to make sale was obtained.

From the peculiar circumstances of this case this Court feels that the justice of the case requires that a sale should be made free of all incumbrances, so that prospective bidders could know precisely what they were buying, and what debt had to be paid. Such a sale was undoubtedly meant by the Court of Appeals when after considering the circumstances of this particular case, it said the property should be sold alone under the first mortgage, and clear of all liens.

All of the mortgages are due. And in the event that the first mortgage does not want to sell, the second mortgagee could file a bill in equity, making both the first and third mortgages parties, and securing a decree appointing a trustee to sell the entire property free of all liens, and not merely the equity of redemption.

Such procedure would conform to the idea expressed by the Court of Appeals in this case as "conditions favorable to a sale that will be advantageous to all parties concerned."

While it is not always necessary to make a prior mortgagee a party, when the sale is made subject to his mortgage, yet when he holds the legal title, and his debt is due and payable, he may, and when the property is to be sold free of all liens must be made a party. The reason for making the subsequent, or third mortgagee a party, is that there may be an end of suits, or to prevent a multiplicity of suits. And it is indispensable to justice, for otherwise the mortgagee would take the surplus, and defeat the lien of the subsequent mortgagee.

- Millers Equity Secs. 51, 52 & 54
 Nylie vs. McHarkin 2 Md. ch. 417
 Refner vs Northwest Inc. Co. 123 U.S. 747
 Jerome vs Mc. Carter 94 U.S. 734
 Harris vs Harper 50 Md 537
 Johnson vs Hambleton 52 Md 382
 Barnes vs Beach 3 John Ch. 464

Coches vs Sherman 2 Freeman 14

Peabody vs Roberts 47 Barb. 95.

From the situation as presented by the evidence and circumstances of this case, the Court is unable to dispel the conviction that if a sale cannot be avoided, it should be made under the procedure authorized by the above authorities, and suggested by our Court of Appeals.

A sale under such conditions will undoubtedly result in material advantage to all parties interested.

Jm. Henry Forsythe Jr.

It is therefore ordered this 2nd day of June, 1919, by the Circuit Court for Anne Arundel County, In Equity, that the exceptions filed to the sale of February 12, 1919, be and they are hereby sustained. And that the said sale be not ratified.

And it is further ordered that the second mortgagee, J. Henry Strohmeyer pay the costs of this proceeding.

Jm. Henry Forsythe Jr.

Order entering appeal - Filed 14th July, 1919.

Mr. Clerk:-

Enter an appeal in the above entitled case.

Jesse Shinghuff

Charles Claggett

Marburg, Goodell & Williams

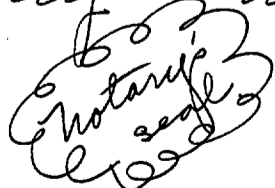
Claggett & Thomas,

Attorneys for J. Henry Strohmeyer,
mortgagee and assignee.

State of Maryland, City of Baltimore, to wit:-

I Hereby Certify that on this 11th day of July, in the year nineteen hundred and nineteen, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared J. Henry Strohmeyer, the mortgagee and assignee taking the above appeal and made oath in due form of law that the said appeal is not taken for delay.

As Witness my hand and Notarial Seal.

A circular notary seal for Emma Ahlsleger, Notary Public, with a signature over it.

Emma Ahlsleger.
Notary Public.

Mandate. Filed 6th January, 1920.
 Court of Appeals of Maryland. October Term, 1919 - No. 62.

The Appeal in this case standing ready for hearing, was argued by Counsel for the respective parties, and the proceedings have since been considered by the Court.

It is therefore, this 10th day of December, 1919, by the Court of Appeals of Maryland, and by the authority thereof adjudged and ordered that the order of Circuit Court for Anne Arundel County, in Equity, passed in the above entitled case, June 2nd 1919, be and the same is hereby reversed with costs and cause remanded, to the end that the sale reported may be ratified.

A. Hunter Boyd
 N. Charles Burke
 Wm. H. Thomas
 Jno. R. Pattison
 Hammond Urner
 H. Stockbridge
 W. H. Adkins

Filed December 10th, 1919.

Judge Urner delivered the opinion of the Court. The order from which this appeal has been taken was invoked and passed in evident misapprehension of the intended effect of certain language used in the opinion of this Court in *Baynton vs. Remson*, 133 Md. 109. The Appeal in that case was from a decree ratifying a sale of the same real estate which is involved in the present proceeding. In the former case separate sales were made on the same day under powers of sale contained in the first and third mortgages on the property. Exceptions to both sales were filed by the mortgagor on the ground that because of the confusion arising from the efforts to conduct these conflicting sales the property was sold in both instances at a substantial sacrifice of its real value. The decree appealed from sustained the exceptions to the sale reported under the third mortgage and ratified the sale under the first mortgage, at the same time dismissing a bill for injunction against that sale which had been heard with the exceptions by agreement. On appeal the decree was affirmed except in so far as it ratified the sale under the first mortgage. In the view of this Court the evidence was sufficient to support the contention that the conditions surrounding the sale

not only tended to prevent the disposition of the property for an adequate price, but in fact produced that injurious result." As stated in the opinion our review of the case brought us to the conclusion that the mortgagor's interest "suffered material injury as a result of the concurrent exercise of the powers of sale contained in the first and third mortgages, and of the effort of each of the vendors to discourage bidding at the sale conducted by his competitor." It was further said: "according to our conception of the case, a serious loss may result to the mortgagor from the ratification of either of the reported sales, but we are confident that no injustice would be done to any interest in the case if a resale is ordered. The third mortgagee whose claim will be partly lost if the first sale is confirmed might be very materially benefitted if the farm is resold, and the first mortgage is amply protected by priority of lien, and cannot be injured by a resale of the property under conditions which will permit of its fair market value being realized. The second mortgage appears to be well secured and is taking no part in the litigation." The opinion concluded with the statement that if the mortgagor "should be unable to refund his existing mortgage indebtedness, and a resale cannot be thus avoided, it should be made alone under the power of sale in the first mortgage, so that the title may be sold clear of all liens and under conditions favorable to the sale that will be advantageous to all parties concerned."

After the case was remanded the first mortgagee concluded not to proceed with the exercise of his power of sale, and after the mortgagor had been given an opportunity to make a sale of the farm on his own account, the holder of the second mortgage advertised and sold the property at Public Auction under the power of sale in that mortgage, which secured a claim of \$30,000, and accumulated interest. This sale was made for \$47,000, subject to the first mortgage, which recited a consideration of \$2,500. The purchaser was Mr. Fred. B. Rhodes, who is the Attorney named in the power of sale in the third mortgage. The price realized at this sale represented a considerable increase over the prices formerly reported. The mortgagor excepted to the new sale on the ground that it was made for an inadequate price and in

disregard of the opinion of this Court disposing of the other appeal. The exceptions stated additional grounds of opposition to the ratification of the sale, but they are not entirely pressed and are plainly untenable. In declining to ratify the sale last reported the Court below expressed the view that the sale should be made free of all incumbrances, and that "such a sale was undoubtedly meant by the Court of Appeals, when, after considering the circumstances of this particular case, it was said that the property should be sold alone under the first mortgage and clear of all liens." The argument made in favor of the affirmance of the order setting aside the sale is based largely upon the theory that the language used by this Court on the former appeal in reference to a resale under the first mortgage alone, was mandatory in its purpose that this course should be pursued.

It was not intended by any expression in the prior opinion to prescribe a method of sale that must be adopted regardless of any change of circumstances.

The question previously decided arose out of the complications produced by the simultaneous exercise of the powers of sale, in the first and third mortgages.

In order to prevent a renewal of such a competition, and of its injurious effect upon the sale of the property, the Court stated that a resale, if one were necessary, should be made under the first mortgage alone.

This statement was made upon the natural assumption that the first mortgagee would still desire to enforce the right thus recognized, but there was a subsequent change in his attitude.

After our decision he entered into an agreement with the mortgagor as the record shows, "to withhold any further action, at that time in the way of foreclosure proceedings." The pending sale under the second mortgage was made about six months after the former decision was rendered, and in the meantime no steps were taken by the first mortgagee to pursue the course which our opinion had defined. The conditions with which we are now dealing are, therefore, radically different from those in reference to which the language quoted from the previous opinion was used. It is not applicable to the situation now presented, and it cannot be invoked by the excepting mortgagor who participated in changing the conditions to which alone our proposal was pertinent.

In view of the new and unforeseen development just mentioned we are of the opinion that the second mortgagee should not be denied the right to exercise the power of sale in his mortgage for the satisfaction of the long matured indebtedness which it secures.

The fact that the exceptions to the first sale disputed a portion of the first mortgage claim on the ground of usury is not an adequate reason for the restriction of any of the second mortgagee's legitimate rights. Suitable action by the mortgagor to have such a question determined is not precluded by the ratification of the sale here in controversy. The only question now to be decided is whether there is anything in the present record, or in our decision on the exceptions to the prior sales that can be held sufficient to bar the exercise of the power of sale under the second mortgage, and our answer to that question must be in the negative. The contract in the mortgage for such a power was authorized by statute, which provides also that a sale was made in pursuance of the power "when confirmed by the court and the purchase money is paid, shall pass all the title which the mortgagor had in the said mortgaged property at the time of the recording of the mortgage," and that "any person claiming an interest in the equity of redemption may apply to the court confirming the sale to have the surplus of the proceeds of sale, after payment to the mortgagee of his claim and expenses paid over to such person or so much thereof as will satisfy his claim, and the court shall distribute such surplus equitably among the claimants thereto." Code, Art. 66, Secs. 6, 11, 12. By these provisions the extent of the title to be sold under the power in the second mortgage was clearly defined and the rights of subsequent lienors were fully protected, there was consequently no occasion to resort, as suggested, to a bill for foreclosure to which the first and third mortgagees might be made parties.

The record shows that the mortgagor was given an opportunity, at the last sale, as well as before, to procure a purchaser of the property for a price higher than the one to which he excepts, all his efforts to that end have proved unavailing and evidence in the case does not satisfy us that the sale should be rejected on the ground that the price

reported was inadequate.

Order reversed with costs and cause remanded, to the end that the sale reported may be ratified.
Filed December 10, 1919.

Court of Appeals of Maryland, October Term, 1919.
Appeal from the Circuit Court for Anne Arundel County, In Equity.

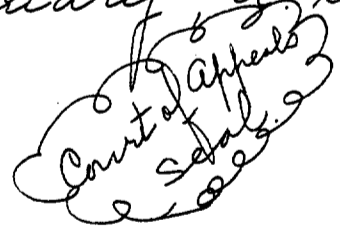
1919 December 10th. Order reversed with costs and cause remanded to the end that the sale reported may be ratified.

Opinion filed	Ap.	Urner J.
Decree filed		To be reported.
Appellants' Cost in the Court of Appeals of Maryland.		
Record	\$ 55.00	
Brief	40.00	
Appearance Fee	10.00	
Clerk	4.25	\$109.25

Appellee's Cost in the Court of Appeals of Maryland.		
Brief	\$ 10.00	
Appearance Fee	10.00	
Clerk	70	\$20.70

State of Maryland, Sec:

I, C. C. Magruder, Clerk of the Court of Appeals of Maryland, to hereby certify that the foregoing is truly taken from the record and proceedings of the said Court of Appeals. In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Court of Appeals this sixth day of January, A. D. 1920.



C. C. Magruder, Clerk of the Court of Appeals of Maryland.

Final Order of Ratification of Sale. Filed 22nd January, 1920.

This cause coming on upon the papers and proceedings filed and had herein, and upon the mandate of the Court of Appeals of Maryland issued in this cause heretofore on appeal in the said Court, by which mandate, the order of this Court entered on the 2nd day of June, 1919 sustaining the exceptions filed to the sale heretofore made herein, by J. Henry Strohmayer, Mortgagee on the 12th day of February, 1919 and duly reported to this Court by the said Mortgagee, and ordering that the sale be rat-

ratified, was reversed with costs of said appeal, and the said cause was remanded to the effect that the said sale reported should be ratified.

It is thereupon, This 22nd day of January, 1920, by the Circuit Court for Anne Arundel County, in equity, adjudged, ordered and decreed:-

1:- That all exceptions heretofore filed in this cause to the sale heretofore made on the 12th day of February, 1919, by J. Henry Strohmeyer, Mortgagee, to Fred B. Rhoads, of Washington, District of Columbia, and reported herein by him, the said J. Henry Strohmeyer, Mortgagee, he and the same are hereby over-ruled, and the said sale upon the terms^{and} as heretofore reported by J. Henry Strohmeyer, Mortgagee, he, and the same is, hereby finally ratified and confirmed, no sufficient cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in this cause.

2:- All costs of this cause, both those on appeal and those in this Court, including the proper expenses incurred by J. Henry Strohmeyer, Mortgagee, in making the sale which is the subject of these proceedings, and all just and proper commissions accruing to the said Mortgagee shall be paid by the said Charles E. Remson, and shall be allowed for by the Auditor out of the proceeds of said sale.

Wm. Henry Forsythe Jr.
Judge.

Petition and Order Nisi - Filed 29th March, 1920.

The Petition of J. Henry Strohmeyer, Mortgagee, respectfully represents unto your Honors:-

1:- That after filing of a bond conditioned in accordance with law and after having complied with all the requisites of the mortgage and of the law for such cases made and provided, your petitioner, J. Henry Strohmeyer, Mortgagee and Assignee, did, under and by virtue of the power of sale contained in the mortgage from Charles E. Remson and Ella F. Remson, his wife, to J. Henry Strohmeyer dated the twenty-fifth day of January in the year nineteen hundred and sixteen and recorded among the land records of Anne Arundel County in Liber G. N. #121 folio 376, offer for sale by public auction at the Court House door in the City of Annapolis in the State of Maryland, on the twelfth day of February in the year nineteen hundred and

nineteen, all of the property described in said mortgage and did then and there, on that day, sell said property unto a certain Fred B. Rhodes of the District of Columbia, at and for the sum of forty seven thousand (\$47,000) dollars, subject however to the legal operation and effect of a mortgage thereon from Charles E. Remson and Ella A. Remson his wife et al, to G. Clifford Sunderland, dated the twenty-ninth day of November in the year nineteen hundred and fifteen and recorded among the land records of Anne Arundel County in Liber G. N. #121 folio 194, said sale being made on the terms of a deposit of three thousand (\$3,000) dollars at the time of the making thereof and the balance of the purchase money with interest thereon at the rate of six per centum per annum to be paid one third upon ratification of the sale, one third in six months, and one third in twelve months, or in the option of the purchaser, the entire balance after the initial deposit to be paid in cash upon ratification of the sale by this Court.

2: - That thereafter, on the fifteenth day of February in the year nineteen hundred and nineteen, your petitioner duly reported said sale to this Honorable Court, and thereafter, but heretofore, said sale was duly and finally ratified and confirmed by this Honorable Court all of which together with those matters and facts stated or alleged in the first paragraph hereof, will appear by reference to said report and the proceedings thereon and the other papers heretofore filed and remaining among the records of the above entitled case in this Court.

3: - That the said Fred B. Rhodes did, after the final order of ratification of said sale entered on the twenty-second day of January in the year nineteen hundred and twenty, by this Honorable Court elect to pay the balance of the purchase money over and above the said sum of three thousand (\$3,000) dollars deposited with your petitioner at the time of crying this property for sale, together with the interest accrued and owing on said balance in cash, but that the said Fred B. Rhodes has not paid the balance of said purchase money with interest due thereon for any part thereof, although he has been duly notified of the final ratification of the sale so made to him as aforesaid, and payment by him of the purchase money with interest as aforesaid has been duly requested and demanded by your Petitioner.

Therefore your Petitioner prays:-

1:- That the said Fred B. Rhodes may be compelled by decree or order of this Court to pay the said purchase money, with interest thereon, and in default thereof, that the said property may be decreed to be sold at the risk of the said Fred B. Rhodes, for the realization of the payment of the same.

2:- And for such other and further relief as his case may require.

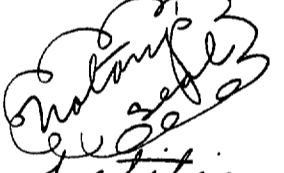
Marbury, Gosnell & Williams,
Clagett & Thomas,
Solicitors for J. Henry Strohmeyer,
Petitioner.

J. Henry Strohmeyer,
Mortgagee and Assignee.

State of Maryland, City of Baltimore, to wit:

This is to certify that on this 27th day of March in the year nineteen hundred and twenty, before me, a notary public of the State of Maryland, in and for the city aforesaid, personally appeared J. Henry Strohmeyer, the Petitioner, named in the foregoing petition, who made oath in due form of law that the matters and facts stated therein are true to the best of his knowledge, information, and belief.

Witness my hand and Notarial Seal.



Arthur B. Connelly.

On the foregoing petition it is this 30th day of March, in the year nineteen hundred and twenty, Ordered, Adjudged and decreed by the Circuit Court of Anne Arundel County, that Fred B. Rhodes bring into this Court the sum of fourteen thousand six hundred and sixty six dollars and sixty seven cents (\$14,666.67) being one-third of the balance of the purchase money due from him on the purchase of that property referred to in the foregoing petition, together with the sum of nine hundred and eighty-two dollars and sixty-six cents (\$982.66) the accrued interest thereon from the said twelfth day of February in the year nineteen hundred and nineteen or at his election, the sum of forty-four thousand dollars (\$44,000) the entire balance of the purchase money of the property aforesaid together with the sum of two thousand nine hundred and forty-seven dollars and ninety-six cents (\$2,947.96) the interest accruing thereon from the said twelfth day of February in the year nineteen hundred and nineteen

or show good cause to the contrary on or before the 26th day of April in the year nineteen hundred and twenty. Provided that a copy of this order together with a copy of the foregoing petition be served on the said Fred B. Rhodes or his counsel of record, on or before the 5th day of April in the year nineteen hundred and twenty.

Mr. Henry Foraythe Jr.

Copy of within Petition and Order of Court served upon and left with A. T. Brady, Atty. for Fred B. Rhodes this 31st day of Mch. 1920

Thomas S. Dose, Sheriff.

Service of this petition and order admitted and copy left this 31st day of March, 1920.

Atty. for Fred B. Rhodes, Purchaser.

Answer of Fred B. Rhodes - Filed 26th April, 1920.

The answer of Fred B. Rhodes, purchaser at mortgage sale. The facts contained in paragraphs one and two are admitted.

Answering paragraph three, it is respectfully shown to the Court that neither J. Henry Strohmeyer or his attorney ever notified deponent, or any one representing deponent, that the sale had been ratified by the Court. Deponent bid in said property at public auction in order to protect the holder of the third mortgage, in the sum of \$8,500, held by Mrs. Etta V. Boynton, of Washington, D. C. When the deponent learned, indirectly, that the sale had been finally ratified he proceeded to Baltimore and applied to Mr. Armer R. Anderson of Baltimore for a loan. In order to determine the amount of loan necessary to handle said property, the said Mr. Anderson and deponent called at the office of Mr. Clagett, Attorney for J. Henry Strohmeyer, and inquired the amount which would have to be paid to take care of the intervening interest charges and other expenses since the sale. At the said conference with the said Clagett, it was explained to said Clagett that deponent had purchased said property to protect Mrs. Boynton, and said Clagett was asked if, in the settlement for the purchase of the property, he, on behalf of his client, Mr. Strohmeyer, would give credit to deponent for the amount which the said Etta V. Boynton would be entitled to receive on account of her mortgage provided the said Etta V. Boynton consented to said arrangement.

and gave a receipt in full for all money due her on account of said sale.

Thereupon, the said Clagett, on behalf of his client, J. Henry Strohmeier, agreed that if Mr. Daniel Randall, attorney for Charles E. Remson, would agree and notify Clagett that there was no dispute as to the legality or correctness of Mrs. Baynton's mortgage that he would, in the settlement, give credit to deponent for the amount which would be due Mrs. Baynton. The said Randall gave the required consent.

Thereupon, relying upon the agreement entered into between said Clagett and deponent, said deponent consummated a loan with the said Bruner A. Anderson in the sum of \$35,000, which, with the amount deponent had previously raised and the amount of the deposit at sale, was sufficient to have paid not only the purchase price of the property but also subsequently accruing interest and costs.

On the 31st day of March, 1920, the said Etta V. Baynton, Harry S. Welch, representing Mrs. Baynton, and deponent, proceeded to Baltimore and met in the office of Mr. Bruner A. Anderson for the purpose of consummating the sale. Subsequently Mr. Welch and Mrs. Baynton proceeded to the office of Mr. Clagett to inquire the form of release or receipt he would require from the said Mrs. Baynton. Whereupon, totally disregarding his previous agreement as herein stated, and refused to give credit in settlement as agreed.

At that time, in the office of the said Mr. Anderson, the said Clagett served a notice upon deponent which he had previously prepared of a petition praying for the re-sale of the said property.

Deponent further shows to the Court that had he not relied upon the assurances of the said Clagett, he would have been prepared to settle for the purchase of the property without regard to any credit being given for the interest of Mrs. Etta V. Baynton in said purchase money.

Wherefore, deponent prays:

1. That the case may be set down for hearing that deponent may establish by the testimony of Mr. Bruner A. Anderson and others the correctness of this affidavit.
2. That your Honorable Court may issue an order compelling the said J. Henry Strohmeier, in the settlement, to give credit for the amount of the interest of the said Etta V. Baynton provided she gives such proper receipt, release or acquittance as the said

J. Henry Strohmeyer may require.

3. If the relief prayed for in the last paragraph be not granted by the Court, that the said J. Henry Strohmeyer, by order of the Court, be required to give defendant thirty (30) days in which to negotiate a loan sufficient in amount to enable the defendant to pay the entire purchase price without regard to any allowance to be made for the interest of the said Mrs. Etta V. Boynton.

Fred B. Rhodes.

Subscribed and sworn to before me this 24th day of April, 1920.

Notary Public

John F. A. Bedker.
Notary Public ^{re. C.}

Copy Petition and Order nisi - Filed 27 May, 1920.

The petition of J. Henry Strohmeyer, Mortgagee, respectfully represents unto your Honors -

1. That after filing of a bond conditioned in accordance with law and after having complied with all the requisites of the mortgage and of the law for such cases made and provided, your petitioner, J. Henry Strohmeyer, Mortgagee and Assignee, did under and by virtue of the power of sale contained in the mortgage from Charles E. Remson and Ella F. Remson, his wife, to J. Henry Strohmeyer dated the twenty-fifth day of January in the year nineteen hundred and sixteen and recorded among the land records of Anne Arundel County in Liber of N. # 121 folio 376, offer for sale by public auction at the Court House door in the City of Annapolis in the State of Maryland, on the twelfth day of February in the year nineteen hundred and nineteen, all of the property described in said mortgage and did then and there, on that day, sell said property unto a certain Fred B. Rhodes of the District of Columbia, at and for the sum of forty seven thousand (\$47,000) dollars, subject however to the legal operation and effect of a mortgage thereon from Charles E. Remson and Ella F. Remson his wife et al, to G. Clifford Sunderland, dated the twenty-ninth day of November in the year nineteen hundred and fifteen and recorded among the land records of Anne Arundel County in Liber of N. # 121 folio 194, said sale being made on the terms of a deposit of three thousand (\$3,000) dollars at the time of the making thereof and the balance of the purchase money with interest thereon at the rate of six per centum per annum to be paid one third upon

ratification of the sale, one third in six months, and one-third in twelve months, or in the option of the purchaser, the entire balance after the initial deposit to be paid in cash upon ratification of the sale by this Court.

2:- That thereafter, on the fifteenth day of February in the year nineteen hundred and nineteen, your petitioner duly reported said sale to this Honorable Court, and thereafter, but heretofore, said sale was duly and finally ratified and confirmed by this Honorable Court all of which together with those matters and facts stated or alleged in the first paragraph hereof, will appear by reference to said report and the proceedings thereon and the other papers heretofore filed and remaining among the records of the above entitled case in this Court.

3:- That the said Fred B. Rhodes did, after the final order of ratification of said sale entered on the twenty-second day of January in the year nineteen hundred and twenty, by this Honorable Court elect to pay the balance of the purchase money over and above the said sum of three thousand (\$3,000) dollars deposited with your petitioner at the time of crying this property for sale, together with the interest accrued and owing on said balance in cash, but that the said Fred B. Rhodes has not paid the balance of said purchase money with interest due thereon nor any part thereof, although he has been duly notified of the final ratification of the sale so made to him as aforesaid and payment by him of the purchase money with interest as aforesaid has been duly requested and demanded by your Petitioner.

Therefore your Petitioner prays:-

1:- That the said Fred B. Rhodes may be compelled by decree or order of this Court to pay the said purchase money, with interest thereon, and in default thereof, that the said property may be decreed to be sold at the risk of the said Fred B. Rhodes, for the realization of the payment of the same.

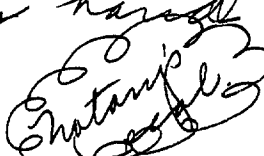
2:- And for such other and further relief as his case may require.

Marbury, Gosnell & Williams.

Cozett & Thomas
Solicitor for J. Henry
Strohmeier, Petitioner.

Synd. J. Henry Strohmeier
Mortgagee and Assignee.

State of Maryland, City of Baltimore, to wit:
 This is to certify that on this 27th day of March in the year nineteen hundred and twenty, before me, a notary public of the State of Maryland, in and for the city aforesaid, personally appeared J. Henry Strohmayer, the Petitioner, named in the foregoing petition, who made oath in due form of law that the matters and facts stated therein are true to the best of his knowledge, information, and belief.

Witness my hand and Notarial seal,
 Sgnd. Arthur B. Connelly,

On the foregoing petition it is this 30th day of March in the year nineteen hundred and twenty, Ordered, Adjudged and decreed by the Circuit Court of Anne Arundel County, that Fred B. Rhodes bring into this Court the sum of fourteen thousand six hundred and sixty-six dollars and sixty-seven cents (\$14,666.67) being one-third of the balance of the purchase money due from him on the purchase of that property referred to in the foregoing petition, together with the sum of nine hundred and eighty-two dollars and sixty-six cents (\$982.66) the accrued interest thereon from the said twelfth day of February in the year nineteen hundred and nineteen or at his election, the sum of forty-four thousand dollars (\$44,000) the entire balance of the purchase money of the property aforesaid together with the sum of two thousand nine hundred and forty-seven dollars and ninety-six cents (\$2,947.96) the interest accruing thereon from the said twelfth day of February in the year nineteen hundred and nineteen or show good cause to the contrary on or before the 26th day of April in the year nineteen hundred and twenty, Ordered that a copy of this order together with a copy of the foregoing petition be served on the said Fred B. Rhodes or his counsel of record, on or before the 5th day of April in the year nineteen hundred and twenty.

Sgnd. Wm. Henry Forsythe Jr.
 True Copy Test: Wm. N. Woodward, Clerk.

To be served upon Fred B. Rhodes on or before 5th April, 1920.

Service admitted,
 Mch. 31st, 1920. Fred B. Rhodes -

General Replication - Filed 27th May, 1920.

The Petitioner, J. Henry Strohmeyer, one of the parties to this case, joins issue on the matters alleged in the answer of Fred B. Rhodes so far as the same may be taken to deny or avoid the allegations of the petition which he, the said J. Henry Strohmeyer, has filed in these proceedings.

Marburg, Gosnell & Williams
Clagett & Thomas
Solicitors for J. Henry
Strohmeyer, Petitioner.

J. Henry Strohmeyer,
Mortgagee and Assignee.

Petitioner and Order - Filed 27th May, 1920.

To the Honorable, the Judge of the said Court.

The motion of J. Henry Strohmeyer, the petitioner, respectfully represents that he desires to take testimony in this case and prays that this cause be set down for hearing and that leave be granted him to take oral testimony in open Court in the presence of your Honor.

Marburg, Gosnell & Williams
Clagett & Thomas
Solicitors for J. Henry
Strohmeyer, Petitioner.

J. Henry Strohmeyer
Mortgagee and Assignee.

Upon the foregoing motion, and the petition of J. Henry Strohmeyer, mortgagee, heretofore filed in these proceedings, and the answer thereto of Fred B. Rhodes, purchaser, filed herein, and the replication of the said J. Henry Strohmeyer, mortgagee, it is hereby ordered this 27th day of May in the year one thousand nine hundred and twenty by the Circuit Court of Anne Arundel County that this cause be set down for hearing and that the parties hereto be and are authorized to take testimony orally in open Court on the 28th day of June in the year one thousand nine hundred and twenty; and it is further ordered that a copy of this order be served on said Fred B. Rhodes, or his counsel of record, on or before the 15th day of June in the year one thousand nine hundred and twenty.

Wm Henry Forsythe Jr.

Copy of the within order of Court served on A. T. Brady, Counsel of record for Fred B. Rhodes, and copy left with said counsel on Thursday June 3, 1920.

Thomas S. Stone,
Sheriff.

Petition and Order - Filed 10th June, 1920.

To the Honorable, the Judge of the said Court:

The motion of J. Henry Strohmeyer, the petitioner, respectfully represents that he desires to take testimony in this case and prays that this cause be set down for hearing and that leave be granted him to take oral testimony in open Court in the presence of your Honor.

Marburg, Gosnell & Williams
Casett & Thomas
Solicitors for J. Henry Strohmeyer, Petitioner.

J. Henry Strohmeyer
Mortgagee and Assignee.

Upon the foregoing motion, and the petition of J. Henry Strohmeyer, mortgagee, heretofore filed in these proceedings and the answer thereto of Fred B. Rhodes, purchaser, filed herein, and the replication of the said J. Henry Strohmeyer, mortgagee, it is hereby ordered this 27th day of May in the year one thousand nine hundred and twenty by the Circuit Court of Anne Arundel County that this cause be set down for hearing and that the parties hereto be and are authorized to take testimony orally in open Court on the 28th day of June in the year one thousand nine hundred and twenty; and it is further ordered that a copy of this order be served on said Fred B. Rhodes, or his counsel of record, on or before the 15th day of June in the year one thousand nine hundred and twenty.

Wm. Henry Forsythe Jr.

True Copy Test:

Wm. N. Woodward Clerk.

Washington, D. C.

Service of the above copy on me this 8th day of June, nineteen hundred and twenty, and the leaving of another copy with me on this said date is hereby admitted
Fred B. Rhodes

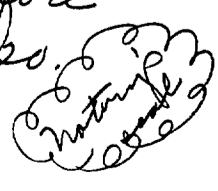
District of Columbia, D. C.

I, Thomas G. Walsh, do solemnly swear that I served a copy of the foregoing motion and order upon Fred B. Rhodes at Washington, in the District of Columbia, on the 8th day of June, 1920, by handing him a copy thereof; that said Rhodes acknowledged service thereof in my presence by signing the above admission of service.

Subscribed and sworn to before me this 8th day of June, 1920.

Thomas G. Walsh,

Q. Clinton James
Notary Public, D. C.



Petitions of Receiver. Filed 19th June, 1920.

To the Honorable, the Judges of said Court:-

Your petitioner, A. Theodore Brady, Receiver, respectfully states to this Honorable Court:

First: That on May 2nd, 1919, Fred B. Rhodes filed in the above entitled cause a petition, praying that a receiver be appointed by the honorable court to take charge of the property mentioned in the above proceedings for the purpose of protecting his interest and the interest of all concerned; and on the same day the honorable Court passed an order upon the said petition, appointing A. Theodore Brady, your petitioner, Receiver, with power and authority to take charge and possession of the farm and improvements thereon, and with power and authority to cultivate the farm or rent the same; and further ordered that Charles E. Remson and Ella F. Remson or whosoever was then in possession and occupying the said farm, and each of them, to vacate and surrender unto the said A. Theodore Brady the said farm, subject nevertheless to the further direction of this Court; and further ordered that before the said A. Theodore proceeded to act as Receiver, by virtue of the order of the court, that he should give bond to the State of Maryland in the penalty of Two Thousand dollars, etc.

Second: That your petitioner, in accordance with the order of the court, filed his bond which was approved by the clerk of the circuit court for Anne Arundel County, and in accordance with the power vested in him, your petitioner leased the said farm to Charles E. Remson, the real estate and improvements thereon mentioned in the above proceedings, for the term of seven (7) months, beginning on the first day of June and ending on the 31st day of December, 1919, with the provision that the said Charles E. Remson was to pay to A. Theodore Brady, Receiver, the sum of \$1800.00, in monthly installments in advance, of \$257.14, and with the further understanding that the lease was to terminate on the 31st day of December, without any further notice from either party.

Third: That after the expiration of said lease, your petitioner, feeling unsatisfied that he could rent the said property for farm purposes on account of pending litigation, contented himself that all he could do was to sell such growing crop that would not require cultivation, such as Hay, alfalfa, etc., and made arrange-

ments to sell such crop, and had partly bargained with a man who was in position to buy said crop, but before the deal was consummated, your petitioner learned that the United States Government had taken possession of the said property and had harvested the hay and alfalfa and cultivated the ground. Your petitioner, after having been so informed, demanded of the Government through Paymaster W. H. Harris, who was in direct control, by what authority he was acting and was informed that a lease was entered into by the Navy Department with Charles E. Remson and wife, on January 14th, 1920, which said lease extended up to June 30th, 1920, at Four Thousand Dollars per annum, with the privilege of renewing the same for one year, up to June 30th, 1921, at the same rental.

Fourth: That the said Charles E. Remson and Ella F. Remson had no legal right or moral right to enter into this contract with the Government and your petitioner so informed the Government and notified it not to pay Charles E. Remson and wife any rent money, and requested that arrangements be made through him, your petitioner, for the further continuance and occupation of said farm, and to pay him whatever rent is due which was refused.

Your petitioner therefore prays the Honorable Court to pass an order authorizing him to employ counsel for the purpose of instituting proceedings in this Court for his protecting and the protection of the interest that he represents, and he will ever pray.

A. J. Brady,

Ordered this 19th day of June, 1920, by the Circuit Court for Anne Arundel County, that the prayer of the petitioner be granted and that he is hereby authorized and empowered to employ counsel for the purpose of protecting his interest and the interest of those who are affected.

Wm. Henry Foreythe Jr.

Opinion & Order - Filed 12th July, 1920.

The particular question now before the Court in this case is, whether the property involved shall be re-sold at the risk of the purchaser. The matter has been heard upon the petition for a re-sale, the answer to the petition and testimony.

At the hearing counsel directed their efforts exclusively

to producing evidence as to whether, or not, there had been an agreement between Mr. Clagett and Mr. Rhodes in reference to allowing the Boynton interest as a credit in the settlement. Mr. Rhodes contending that it had been agreed to allow the Boynton interest to be credited, and Mr. Clagett contending that no such agreement had been made. And in their efforts, each to establish his respective contention, they overlooked other matters pertinent to the issue before the Court.

Now in disposing of this matter it is not necessary to decide any questions between Mr. Rhodes and Mr. Clagett.

The evidence clearly shows that Mr. Rhodes believed that the agreement mentioned had been reached. And it is equally as clear that Mr. Clagett did not so understand it. It was nothing more, nor less, than a misunderstanding between Mr. Rhodes and Mr. Clagett.

Each sincere in his belief as to what had transpired between them.

But that, however, does not furnish sufficient ground to justify a court of Equity in ordering a re-sale at the risk of the purchaser.

There was not a particle of evidence, even tending to show that any person in interest had suffered the slightest injury or inconvenience, by reason of the delay, (which was chiefly caused by the misunderstanding) in paying the balance of the purchase money, nor was there any reason asserted, or evidence to show, that any one in interest would be more benefitted by a re-sale, or would suffer any injury if a re-sale is not ordered. Nor is there any reason to believe that another sale of this already often sold property will benefit anyone in interest.

For these reasons the purchaser will be allowed a reasonable time to comply with the terms of sale by which he became the purchaser.

Wm Henry Forsythe Jr.

It is thereupon ordered this 12th day of July, 1920, by the Circuit Court for Anne Arundel County, in Equity, that the said Fred B. Rhodes comply fully with the terms of the sale under which he became the purchaser of the property in these proceedings on or before the 12th day of August 1920.

And it is further ordered that unless the said Fred B. Rhodes comply fully with the terms of sale on or before the 12th day of August, 1920 the property herein involved be re-sold at the risk of the said Fred B.

Rhodes, for the purchase price, interest and costs.
 Wm. Henry Forsythe Jr.

Petition & Order of Court - Filed 24th August, 1920.

To the Honorable, the Judges of said Court:

Your petitioner, A. Theodore Brady, Receiver, respectfully states to this Honorable Court:

First: That on the second day of May, 1919, Fred B. Rhodes filed a petition in the above entitled cause, praying that a receiver be appointed by this Honorable Court to take charge of the property mentioned in said cause, for the purpose of protecting his interest and the interest of all concerned; and on the same day this Honorable Court passed an order upon said petition appointing A. Theodore Brady Receiver; a copy of said order being filed herewith marked Petitioner's Exhibit No. 1.

Second: - That your petitioner, in accordance with the order of Court, filed a bond which was approved by the clerk of the Circuit Court for Anne Arundel County, and by the authority vested in him by said order, leased the farm mentioned in said cause to Charles E. Remson and Ella F. Remson, his wife, for a period of seven (7) months, beginning on the 1st day of June and ending on the 31st day of December, 1919; a copy of said lease being filed herewith marked Petitioner's Exhibit No. 2.

Third: - That on or about the fourteenth day of January, 1920, Charles E. Remson and Ella F. Remson, his wife, without any legal or moral right or authority, entered into a lease for the rent of said farm, with the Honorable Josephus Daniels, Secretary of the Navy, as agent for the United States Government, at a stipulated money-rent of Four Thousand dollars a year; and the said Josephus Daniels, without the knowledge or authority of your petitioner, went upon and took possession of the farm mentioned in these proceedings and for which your petitioner is Receiver, cultivated the same and harvested the alfalfa, hay and other crops. When your petitioner discovered this trespass he notified the said Josephus Daniels through paymaster J. H. Harris and Admiral A. H. Scales, Superintendent of the Naval Academy, that he had no right to occupy and cultivate said farm nor harvest the alfalfa, hay and other crops, as your petitioner was Receiver of the said property with power and authority vested in him by an order of the Circuit Court for Anne Arundel County, to rent, cultivate or in any way make the said farm a revenue producing propo-

sition; and if he desired to continue the occupancy and use of said farm he must arrange with your petitioner and pay him the rent; which he refused to do.

Fourth: The money-rent of Four Thousand dollars per year, as stipulated in said lease, is fair and satisfactory to your petitioner.

Fifth: - Your petitioner, having given bond for the faithful performance of the trust reposed in him by the Court, as Receiver to take care of and protect the interest of all parties concerned in the farm mentioned in these proceedings, feels that it is his bounded duty to come into this Court and ask protection and pray this Court to pass an order requiring the said Charles E. Remson and Ella F. Remson, his wife, and the honorable Josephus Daniels, Secretary of the Navy, as agent for the United States Government, to come into this Court at some certain day to be named, and show cause why the lease signed by them should not be abrogated and the money-rent of Four Thousand dollars per year be paid to your petitioner, A. Theodore Brady, as Receiver.

Your petitioner therefore prays this Honorable Court to pass an order requiring the said Charles E. Remson and Ella F. Remson, his wife, and the Honorable Josephus Daniels, Secretary of the Navy, as agent for the United States Government, to show cause on or before a day to be named by this honorable Court, why the lease entered into by them should not be abrogated and the money-rent at the rate of Four Thousand dollars a year now due, be paid to your petitioner, A. Theodore Brady.

And he will ever pray.

A. T. Brady,
Sol. for Petitioner.

Ordered, this 24th day of Aug. in the year nineteen hundred twenty, by the Circuit Court for Anne Arundel County, that Charles E. Remson and Ella F. Remson, his wife, and the honorable Josephus Daniels, Secretary of the Navy, as agent for the United States Government, show cause on or before the 13th day of Sept., 1920, why the lease mentioned in this petition should not be abrogated and why the money-rent, for the use of the land mentioned in these proceedings, at the rate of Four Thousand dollars a year, now over-due, should not be paid to A. Theodore Brady, as designated in the order of Court passed in these proceedings on May 2nd 1919, Receiver,

provided a copy of this order be served on the said Charles E. Remson and Ella F. Remson, his wife, and the honorable Josephus Daniels, Secretary of the Navy, as agent for the United States Government, or their attorneys, on or before the 27th day of Aug, Nineteen hundred twenty.

Wm Henry Foraythe Jr. A. J.

Copy Petition and Order served on Charles E. Remson and copy left with him August 20th, 1920
Thomas S. Rose, Sheriff.

Demurrer - Filed 2nd September, 1920.

To the Honorable, the Judge of said Court:-

The United States of America, by Robert R. Carman, its Attorney in and for the District of Maryland, demurs to the petition filed in this cause on the twenty fourth day of August, nineteen hundred and twenty, because -

- (1) There is nothing alleged in the petition which entitles the petitioner to the relief as prayed.
- (2) This Court has no jurisdiction to try cases, wherein the rights of the United States of America, are affected.

Robert R. Carman,
United States Attorney.

Petition of Fred J. Remsen to be substituted as Purchaser in place of Fred B. Rhodes and assignment of Rhodes to Remsen - Filed 14th Sept., 1920.

To the Honorable, the Judges of said Court:

The petition of Fred J. Remsen of New York City, respectfully represents unto your Honors:-

- (1) That your petitioner is the brother of Charles E. Remsen lately the owner of the property sold in this proceeding.
- (2) That your petitioner has purchased from Fred B. Rhodes, the defaulting purchaser in this proceeding, all his right, title, equity and estate in the property sold by J. Henry Strahmeyer, mortgagee, to the said Fred B. Rhodes on February 12, 1919, and herein reported, and hath received from the said Rhodes a formal assignment of such right, title and interest under date of September 1st. 1920, as will appear by the original of such assignment herewith filed and made a part of this petition.
- (3) That your petitioner is desirous of complying with the terms of sale as set forth in the hand bill and

advertisement of said property and to that end and with a view of protecting his interest in the same, prays an order of court substituting him in the place and stead of the said Fred B. Rhodes as purchaser.

(4) And by reason of the court's order passed in this proceeding on the 12th day of July, 1920, upon the petition of J. Henry Strömeyer, requiring the said Fred B. Rhodes to comply with the terms of sale on or before the 12th day of August, 1920, which he failed to do and thereby became in default as purchaser, your petitioner also prays that the court will rescind its order of July 12th aforesaid, in order to enable your petitioner to comply with the terms of sale by the payment of one-third of the purchase money in cash, one-third in sixty days and the final third on or before January 22nd, 1921, and not be in default thereunder.

And as in duty bound, etc.

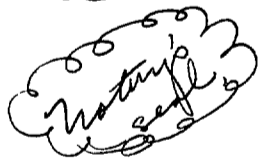
Daniel R. Randall,
Solicitor for Petitioner.

Borough of Manhattan, State of New York, ss: -

I Hereby Certify that on this 13th day of September, 1920, before me, the subscriber, a Notary Public in and for the State of New York, Borough of Manhattan, personally appeared Fred J. Rensen, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge and belief.

Fred J. Rensen,

Witness my hand and Notarial Seal.



Chas. H. Lewis,
Notary Public.

Upon the foregoing sworn petition of Fred J. Rensen of New York City to be substituted as purchaser of the property sold in this proceeding by J. Henry Strömeyer, mortgagee, in the place and stead of Fred B. Rhodes, the defaulting purchaser, and the formal assent of the said Fred B. Rhodes as shown by his assignment of September 1st. 1920, accompanying the same, it is thereupon Ordered this 14th day of September, 1920, by the Circuit Court for Anne Abingdon County, sitting in equity, that Fred J. Rensen be and he hereby is substituted in the place and stead of Fred B. Rhodes as the purchaser of the property sold in this

proceeding and ratified by the Court's order of January 22nd, 1920.

Wm. Henry Forsythe Jr.

This Assignment Witnesseth:

That for and in consideration of the sum of Three Thousand Two hundred and Seventy-eight dollars (\$3,278.00) the receipt of which is hereby acknowledged, I hereby grant, assign and convey to Fred J. Renssen, his heirs and assigns, all right, title and interest vested in me as purchaser at the mortgage sale held by J. Henry Strohmeyer, February 12th 1919, under and by virtue of the power of sale contained in the mortgage from Charles E. Rensson and Ella F. Rensson, his wife, to said J. Henry Strohmeyer dated January 25th 1916 and recorded among the Land Records of Anne Arundel County in Liber G. W. 121, Folio 376, said property being described as follows:

All that tract or those tracts of land, containing 30 1/2 acres, more or less, with the buildings and improvements thereon, known as "Greenbury Point Farm", situated in the Third Election District of Anne Arundel County, Maryland, and being the same property which was conveyed unto the said Charles E. Rensson by Luther A. Palmer and wife by deed dated November 22, 1889, and recorded among the Land Records aforesaid in Liber S. H. No. 36, f. 303.

And I hereby consent, authorize and direct that the said Fred J. Renssen be substituted in my place as purchaser of said property at said public sale, I further agree that I will execute such other deeds, instruments and papers as may be necessary to fully carry out the intent to substitute the said Fred J. Renssen as purchaser of said property in my place.

Witness my hand and seal this Second day of September One thousand nine hundred and twenty.

Test to: Fred B. Rhodes,

Fred B. Rhodes (seal)

Joseph L. De Marco.

State of Maryland, City of Baltimore, ss.:-

I hereby Certify that on this 2nd day of September, 1920 before me the Subscriber, a Notary Public of the State of Maryland in and for the City aforesaid, personally appeared Fred B. Rhodes and acknowledged the foregoing assignment to be his act and deed.

Witness my hand and Notarial Seal.

(Notary Seal)

Joseph L. De Marco.
Notary Public.

Petition and Order of Court thereon. - Filed 6th Nov. 1920.

To the Honorable, the Judges of said Court:

Your petitioner, A. Theodore Brady, Receiver, respectfully says:-

First: That on or about the 24th day of August, 1920, he filed in this cause a petition praying that the Court pass an order requiring Josephus Daniels, Agent for the U. S. Government, to appear in this Court and show cause why the rent money due for the property mentioned in the above proceedings, should not be paid to your petitioner, A. Theodore Brady, Receiver.

That since the filing of said petition, your petitioner has been advised that this matter can be settled amicably, and in order to relieve the case from all complications, your petitioner prays the Court to pass an order allowing him to withdraw said petition and order passed thereon.

A. T. Brady,
Sol. for Receiver.

Ordered, this 6th day of Nov. 1920, by the Circuit Court for Anne Arundel County sitting in Equity, that the prayer of the petitioner be granted; and that the said A. Theodore Brady, Receiver, be authorized and empowered to withdraw the petition, as prayed.

Robert Moss, A. J.

Petition of J. Henry Strohmeyer - Filed Nov. 15 - 1920.

To the Honorable, the Judge of said Court:

The petition of J. Henry Strohmeyer, Mortgagee, respectfully represents:

1- That although this Honorable Court, did on the 12th day of July, 1920, order that Fred B. Rhodes, the purchaser at the sale made by your petitioner on the 12th day of February, 1919, and heretofore reported in these proceedings, comply fully, on or before August 12, 1920, with the terms of said sale under which he became the purchaser of the property in these proceedings, the said Fred B. Rhodes neither after the passage of said order and before August 12, 1920 nor has he since, paid any portion of the purchase price of the property sold to and purchased by him as aforesaid, nor has he ever paid any portion of said purchase price, or the interest thereupon, save and except the three thousand dollar (\$3,000.00) deposit made by him on February 12, 1919, at the time of the purchase of said property, and that

case and except as to the payment of said deposit the said Fred B. Rhodes has always, both before and since the passage of the order of this Honorable Court of July 12, 1920, failed in each and every respect to comply with the terms of the sale, and has further failed in each and every respect to comply with the above mentioned order of this Honorable Court.

2- That upon the expiration of the time specified in said order, within which the said Fred B. Rhodes was to comply with the terms of said sale, your petitioner in compliance with said order was about to advertise the said property for resale when he was notified by Daniel R. Randall, Attorney of Fred J. Remson, of New York City in New York State, that his client, Fred J. Remson, was negotiating with Fred B. Rhodes with the view of substituting himself in the place of the said Fred B. Rhodes as the purchaser in these proceedings of the property sold as aforesaid, and that immediately upon the substitution Fred J. Remson would comply with the terms of sale.

3- That on September 14, 1920, as will appear from these proceedings, this Honorable Court entered an order in this cause upon petition of the said Fred J. Remson substituting the said Fred J. Remson in place and stead of Fred B. Rhodes as purchaser of the property sold in this proceeding by your petitioner.

4- That, as will appear by the report which your petitioner filed in this cause of the sale made by him on February 12, 1919, the said property in this proceeding was sold to the said Fred B. Rhodes for forty-seven thousand dollars (\$47,000.00) subject to the legal operation and effect of a mortgage thereon from Charles E. Remson and wife to G. Clifton Sunderland, dated November 29, 1915, and recorded among the land records of Anne Arundel County in Liber G. N. No. 121, folio 194, and according to the terms of sale a deposit of three thousand dollars (\$3,000.00) was required of the purchaser at the time of the sale and the balance of the purchase money with interest thereon at the rate of six per cent (6%) per annum was to be paid one-third ($\frac{1}{3}$) at the ratification of the sale, one-third ($\frac{1}{3}$) in six (6) months and one-third ($\frac{1}{3}$) in twelve months (12), the deferred payments to be secured to the satisfaction of your petitioner, or in the option of the purchaser, the entire balance after the initial deposit might be made upon the ratification of the sale.

5- That on or about September 17, 1920 the said Fred J. Remson paid to your petitioner the sum of fourteen thousand

six hundred and sixty-six dollars and sixty-six cents - (\$14,666.66), it being the amount of the first deferred payment which, according to the terms of sale, was payable upon the ratification of the sale, the said ratification having been made by this Honorable Court on January 22, 1920.

6. That although your petitioner has demanded that the said Fred J. Remson comply with the terms of sale, nevertheless, the said Fred J. Remson has not paid to your petitioner any amount in addition to that paid by him as aforesaid, and has not complied with the terms of said sale, and that there is now due and payable from him to your petitioner the interest on the first deferred payment hereinbefore mentioned from February 12, 1919 to September 17, 1920, and also the amount of the second deferred installment of the purchase money together with interest thereon from February 12, 1919.

Your petitioner, therefore, prays:

1st. That the said Fred J. Remson be compelled by decree or order of this Court to pay, in the manner provided by the terms of the said sale made on February 12, 1919, the unpaid purchase money with the unpaid accrued interest, and in default thereof, that the said property, which is the subject of this proceeding, be decreed to be sold at the risk of the said Fred J. Remson for the realization of the payment of the same, and cost.

2nd. And for such other and further relief as this case may require.

Charles Clagett
Clagett & Thomas
Solicitors for Petitioner.

J. Henry Strohmeyer.
Mortgagee and Assignee.

State of Maryland, City of Baltimore, ss:

This is to certify, that on this 9th day of November, in the year nineteen hundred and twenty, before me, a notary public of the State of Maryland, in and for the City aforesaid, personally appeared J. Henry Strohmeyer, the Petitioner, named in the foregoing petition, and made oath in due form of law that the matters and facts stated therein are true to the best of his knowledge, information and belief.

Witness my hand and notarial seal.

Emma Ahlsleger,
Notary Public.

Upon the foregoing petition it is this 15th day of November, in the year nineteen hundred and twenty, ordered, adjudged and decreed by the Circuit Court of Anne Arundel County, in Equity, that Fred J. Remson bring into this Court the sum of one thousand four hundred and five dollars and fifty-six cents (\$1,405.56), being the accrued interest from the 12th day of February 1919, to September 17, 1920, on the fourteen thousand six hundred and sixty-six dollars and sixty-six cents (\$14,666.66), paid on said latter date by the said Fred J. Remson to the said J. Henry Strahmeyer, mortgagee, as part of the purchase money due from the said Fred J. Remson to the said J. Henry Strahmeyer on the purchase of the property referred to in the foregoing petition, and that the said Fred J. Remson also bring into this Court the sum of fourteen thousand six hundred and sixty-six dollars and sixty-seven cents (\$14,666.67) being the payment of the second deferred installment of said purchase money, together with the sum of one thousand five hundred and forty-seven dollars and eighty cents (\$1,547.80) being the accrued interest on said second deferred installment from the said 12th day of February 1919, or at his election, in addition to the value mentioned sum of one thousand four hundred and five dollars and fifty-six cents (\$1,405.56), the sum of twenty-nine thousand three hundred and thirty-three dollars and thirty-four cents (\$29,333.34), the entire unpaid balance of the purchase money of the property aforesaid, together with the sum of three thousand ninety-five dollars and sixty-six cents (\$3,095.66), the interest accruing thereon from the said 12th day of February, in the year 1919, or show good cause to the contrary on or before the 6th day of December, 1920; Provided, that a copy of this order together with a copy of the foregoing petition be served on the said Fred J. Remson, or Daniel R. Randall, his counsel of record, on or before the 17th day of Nov. 1920.

Wm Henry Forsythe Jr.
Judge.

A Copy of the foregoing petition, and of the within order entered by this Court on the 15th day of November in the year nineteen hundred and twenty, having been duly served on Daniel R. Randall, Counsel of record for Fred J. Remson the substituted purchaser in these proceedings, and the said Fred J. Remson having

failed to bring into this Court the sum or sums of money as provided in said order, or to show cause to the contrary.

It is Hereby, this 15th day of December, nineteen hundred and twenty, on motion of J. Henry Strohmeyer, the Mortgagee in these proceedings, Ordered by the Circuit Court of Anne Arundel County in Equity that the property in said petition referred to, be resold by the said J. Henry Strohmeyer, Mortgagee, for the payment of the purchase money thereof with interest, and the cost of this proceeding, and

It is Further Hereby Ordered that said sale shall be made upon giving twenty (20) days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notices as by the said J. Henry Strohmeyer, Mortgagee, may be deemed expedient, and shall be upon the same terms as those of the former sale, a deposit of three thousand dollars (\$3,000.00) being required of the purchaser at the time of the sale and the balance of the purchase money, with interest thereon, at the rate of six per centum (6%) per annum from the date of sale, to be paid as follows: one-third ($\frac{1}{3}$) on ratification of the sale, one-third ($\frac{1}{3}$) in six (6) months and one-third ($\frac{1}{3}$) in twelve (12) months from said ratification, the deferred payments to be secured to the satisfaction of the said J. Henry Strohmeyer, Mortgagee; or at the option of the purchaser the entire balance, after the initial deposit, may be paid on ratification of the sale, and

It is Further Hereby Ordered that the said resale be made at the risk of the said Fred J. Remson.

Wm Henry Forsythe Jr.

Service of copy of the within Petition and Order of Court admitted this 16th day of Nov. 1920
Charles R. Randall - Solicitor
for Fred J. Remson.

Petition of Fred J. Remson, J. Henry Strohmeyer, Etta Boynton, and Charles E. Remson for termination of the receivership, and assent of J. Henry Strohmeyer, Mortgagee and Trustee, and A. Theod. Brady, Receiver. - Filed Nov. 29, 1920

To the Honorable, the Judges of said Court:

The petition of Fred J. Remson, substituted purchaser of the property sold in this proceeding, Etta Boynton, mortgagee, and Charles E. Remson, respectfully represents unto your Honors:

(1) That on May 2, 1919 by its order of that date this Court upon the petition of Fred B. Rhodes, appointed A. Theodore Brady Esquire, receiver for the property sold to the said Rhodes at mortgagee's sale but not ratified.

(2) That while litigation in regard to said sale was still pending, on January 14, 1920 Charles E. Remson and Ella F. Remson, his wife, leased to the United States the mortgaged property by a lease of that date for the period from January 15, 1920 to June 30, 1920, at an annual rental of Four thousand dollars (\$4,000) payable in quarterly installments on the first day of April, July, October and January, following, with the privilege of renewal for one year and with an option to purchase at a given price, and that thereupon the said United States occupied the said property and have cultivated the same since.

(3) That on January 22, 1920, the sale of the mortgaged property to the said Fred B. Rhodes was finally ratified and confirmed but that no steps were taken by any parties to said proceeding to terminate the receivership and claim is being made by the receiver that the two installments of rent due upon the property should have been paid to him and action has been taken by said receiver against the United States and other parties concerned to enforce such payment.

(4) That by its order of September 14, 1920, the said Fred J. Remson has been substituted as purchaser of said property in the place and stead of said Fred B. Rhodes, in whose behalf the receivership was created, and the said substituted purchaser has become entitled to all the net-rents, issues and profits from said estate arising since the date of the sale of said property to the said Fred B. Rhodes.

(5) That it is to the interest and advantage of all parties concerned that the rents in arrears for said property should be paid by the United States, but that all proceedings looking to and enforcement of such payment should be dismissed and litigation in regard to the same at once concluded, and to that end the said substituted purchaser as well as the mortgagees of said property are uniting herein and consent to the payment of installments of rent due April, July and Oct. 1st, 1920 to A. Theodore Brady, Receiver, provided he consents to the dismissal of such proceedings and to the immediate termination of the receivership after the payment as aforesaid.

Your petitioners, therefore, pray the court to pass an order upon this petition and consent, directing that upon receipt of said rents the said Brady terminate his receivership and account to the court for the rents or other

receipts from the property.
And as in duty bound, etc.

Fred J. Rensen, Purchaser by
Daniel R. Randall, Solicitor.
Etta L. Bayntan
C. E. Renson.

I Herely Agree to dismiss the injunction proceeding brought by me as Receiver against the United States and certain officials thereof and as well the petition filed against Josephus Daniels and others in this cause, and upon such dismissal to accept the three installments of rent now due by the United States and to distribute such rents and other receipts forthwith under an order of court for that purpose and to the end that the receivership may be immediately thereafter terminated.

Receiver.

J. Henry Strohmeyer, Trustee, respectfully represents unto this Honorable Court that he is advised that it is not consistent with the duties and obligations imposed upon him by the Order of this Court appointing him Trustee to make sale of the property mentioned in the above entitled proceeding, to either admit or deny the matters and facts set forth in the foregoing Petition not to consent to or contest the granting of the relief prayed therein, and wishes to submit his rights in the premises to the care and protection of this Honorable Court.

Clagett & Thomas,
Solicitors.

J. Henry Strohmeyer, by counsel -
Trustee.

Service admitted this 27th day of September, 1920, and the said J. Henry Strohmeyer, mortgagee, by Clagett & Thomas, his attorneys, hereby consents to the passing of the Order prayed.

J. Henry Strohmeyer - by counsel -

Agreement of Fred B. Rhodes for Substitution of Purchaser -

Filed 24 Feb. 1921

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged:

I Herely Convey, assign and transfer to the Greenberry Land and Development Company, Inc. all right, title and interest resting in me as the purchaser, at foreclosure sale, of the property known as The C. E. Rensen Farm, near Annapolis, Maryland;

And I herely agree that I will execute and deliver to the said Company such other and further papers as may be necessary to

carry into effect this assignment.

Witness:

Fred B. Rhodes.

Chas. S. Baker - February 8 - 1921.

Petition for Substitution of Purchaser and Order thereon - Filed 24 Feb. 1921
To the Honorable, the Judge of said Court:

Your Petitioner "The Greenberry Land and Development Co., Incorporated" respectfully states to your Honor;
That - at the sale of said Real Estate on January 11, 1921, that Fred B. Rhodes became the purchaser thereof.
That - since then he has made agreement with the Greenberry Land and Development Co. Inc., to have the corporation substituted as purchaser in place and stead of himself, the said Fred B. Rhodes and the Greenberry Land and Development Co., filed herewith an agreement signed by the said Fred B. Rhodes to have the said Corporation substituted as its purchaser and prays your Honor to pass an order in conformity and grant the said substitution.

As Witness the hand and seal of the President & Treasurer of said Greenberry Land and Development Co., Inc.

Witness:

Greenberry Land & Development Co., Inc.

Elsie Lee Lewis.

F. J. Remson (seal)
President.

Ordered - By the Court, on this 24th day of February, 1921, that the substitution herein-before prayed for by the Greenberry Land and Development Co and the agreement of Fred B. Rhodes, the purchaser at the original sale, be and the same is hereby granted and the said Greenberry Land and Development Co. is substituted as purchaser of said property under the terms and conditions of said sale and the duties and privileges acquired thereby.

Robert Moss, A. J.

Report of Sale - Filed 19th January, 1921.

To the Honorable, the Judges of said Court:

The report of J. Henry Strohmeyer, Mortgagee, respectfully shows:

That the bond in the penalty of fifty thousand dollars (\$50,000.00) with the Fidelity and Deposit Company of Maryland as surety, duly approved by the Clerk of this Court, given by the undersigned, J. Henry Strohmeyer, Mortgagee, previous to the first sale in this cause, being still subsisting, pending and alive, and the said undersigned, J. Henry Strohmeyer, Mortgagee, having complied with all of the provisions and requirements of the order of this Honorable

Court entered in this cause on December 15, 1920, directing a resale of the property which is the subject of this cause, and with all of the provisions and prerequisites of the law for such cases made and provided, and after having given twenty (20) days' notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a newspaper printed and published in the City of Annapolis, Anne Arundel County, Maryland, and also by advertisement inserted in The Weekly Advertiser, a newspaper printed and published in said County and State (the certificates of said newspapers of the publication of said advertisement are hereto attached), and also after having given notice of said sale by advertisements inserted in The Washington Post, of the City of Washington in the District of Columbia, the Public Ledger of the City of Philadelphia and State of Pennsylvania, and The Sun of the City of Baltimore and State of Maryland, and also by hand bills extensively distributed throughout the City of Annapolis and Anne Arundel County, the said J. Henry Strohmeyer, Mortgagee, acting under said order of this Honorable Court, pursuant to said notices attended in person at the Court House door in the City of Annapolis, Anne Arundel County, Maryland, on Tuesday, January 11, 1921, at 11:30 o'clock A. M., and then and there proceeded to resell the property hereinafter mentioned at public sale, at the risk of Fred J. Remson, he having been substituted, by previous order of this Honorable Court, in place and stead of Fred B. Rhodes, the purchaser of said property at the first sale of the same made in this cause by the undersigned, J. Henry Strohmeyer, Mortgagee, and heretofore reported to this Honorable Court, the said resale being for the payment of the original purchase money together with interest and the cost of this proceeding, and the said J. Henry Strohmeyer, Mortgagee, did there sell the said property to Fred B. Rhodes, of the City of Washington and District of Columbia, at and for the sum of thirty thousand dollars (\$30,000.00), subject to the legal operation and effect of a mortgage thereon from Charles E. Remson and Ella F. Remson, his wife, et al. to G. Clifton Sunderland, dated November 29, 1915, and recorded among the land records of Anne Arundel County in libel G. N. No. 121, folio 194, the said Fred B. Rhodes after competitive bidding, being at that figure the highest bidder for said property, the same being

All that tract, or those tracts of land, containing

three hundred and one and one-half ($301\frac{1}{2}$) acres, more or less, with the buildings and improvements thereon, known as "Greenberry Point Farm" situated in the third Election District of Anne Arundel County, Maryland, and being the same property which was conveyed unto the said Charles E. Remson by Luther A. Palmer and wife, by deed dated November 22, 1889, and recorded among the land records of Anne Arundel County in Liber S. H. No. 36, folio 303.

The said J. Henry Strohmeyer, Mortgagee, further shows to the Court that he has received from the purchaser his written agreement under seal hereto attached to comply with all of the terms of the sale and there is also hereto attached the auctioneer's certificate of said sale. The terms of said sale being as follows:

Terms of Sale: A deposit of three thousand dollars (\$3,000.00) will be required of the purchaser at the time of the sale and the balance of the purchase money, with interest thereon at the rate of six per centum (6 percent) per annum from the date of sale, to be paid as follows: - One-third ($\frac{1}{3}$) on ratification of the sale, one-third ($\frac{1}{3}$) in six (6) months and one-third ($\frac{1}{3}$) in twelve (12) months from said ratification, the deferred payments to be secured to the satisfaction of the said J. Henry Strohmeyer, Mortgagee; or at the option of the purchaser the entire balance, after the initial deposit, may be paid on ratification of the sale.

The said J. Henry Strohmeyer, Mortgagee, further shows to the Court that at the time of said sale, to wit: on January 11, 1921, he received from the purchaser, the said Fred B. Rhodes, a deposit of three thousand dollars (\$3,000.00) as required by the said terms of sale, and the said undersigned Mortgagee has notified the said Fred B. Rhodes, the purchaser as above mentioned, that unless he exercises the option provided in the terms of sale, and pays the entire balance of the purchase money with interest at the ratification of the sale, the undersigned Mortgagee will require that the deferred installments of the purchase price with the interest to accrue thereon, provided for in the terms of sale, be satisfactorily secured as provided for in said terms of sale, and the said undersigned Mortgagee respectfully represents to this Honorable Court that the persons who are interested in the fund accruing from the property sold should have said protection, and that this Honorable Court should be satisfied before the sale be ratified, that such satisfactory security will be given.

The said J. Henry Strohmeyer, Mortgagee, further shows

that since the said hereinbefore mentioned order of this Honorable Court entered in this cause on the 15th day of December in the year 1920, directing the resale of said property, he has never received any money or payment from the said Fred J. Remson, the substituted purchaser under the original sale in this cause, and that accordingly of the forty-seven thousand dollars (\$47,000.00) for which said property was sold at said original sale, subject to the legal operation and effect of the Sunderland mortgage, as reported in report of ^{said} sale to this Honorable Court, and also of the interest accrued on said forty-seven thousand dollars (\$47,000.00), and of the cost of this proceeding, the undersigned, J. Henry Strohmeyer, Mortgagee, has never received from Fred J. Remson, the said substituted purchaser, anything further than the sum of fourteen thousand six hundred and sixty-six dollars and sixty-six cents (\$14,666.66), paid by said substituted purchaser, on September 17, 1920, being the first installment of said original purchase money which should have been paid on the date of the ratification of said original sale, to wit: January 22, 1920, the said J. Henry Strohmeyer, Mortgagee, having previously, on the date of said original sale, to wit: on February 12, 1919, received of the said Fred B. Rhodes, the original purchaser, at said sale, the initial deposit thereunder in the sum of three thousand dollars (\$3,000.00), making a total received from the original purchaser and the substituted purchaser of said original sale of seventeen thousand six hundred and sixty-six dollars and sixty-six cents (\$17,666.66).

The said undersigned, J. Henry Strohmeyer, has further of course received from the said Fred B. Rhodes, purchaser at the sale, which is herein being reported, the initial deposit under this sale as hereinbefore mentioned of three thousand dollars (\$3,000.00).

Clagett & Thomas
Solicitors for J. Henry Strohmeyer, Mortgagee.

J. Henry Strohmeyer,
Mortgagee.

State of Maryland, City of Baltimore, ss:

I hereby certify that on this 14th day of January, in the year one thousand nine hundred and twenty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid personally appeared J. Henry Strohmeyer, Mortgagee, and made oath in due form of law that the matters and things

stated in the foregoing report of sale are true as therein set forth, and that the sale was fairly made.

As Witness my hand and Notarial Seal.

100
Notary Seal
1921

Emma Ahlsleger,
Notary Public.

Hand-bill - William H. Moss, Auctioneer, Annapolis.
Public Sale of Greenberry Farm overlooking Chesapeake Bay near the mouth of the Severn River.

Under and by virtue of an order of resale on the 15th day of December nineteen hundred and twenty, by the Circuit Court of Anne Arundel County in Equity, in a cause therein pending entitled "In the matter of the Mortgage Real Estate of Charles E. Remson and Ella F. Remson, His wife, designated on the Equity docket as No. 4325, the undersigned J. Henry Strohmeier, Mortgagee, will offer for sale at the cost and risk of the former purchaser, Fred J. Remson, by public auction, at the Court House door in the City of Annapolis, Maryland, on Tuesday, January 11, 1921, at 11:30 o'clock A. M. all of the property described in a mortgage from Charles E. Remson and Ella F. Remson, his wife, to J. Henry Strohmeier, dated January 25, 1916, and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 121, folio 376, namely,

All that tract, or those tracts of land, containing 30 1/2 acres, more or less, with the buildings and improvements thereon, known as "Greenberry Point Farm", situated in the Third Election District of Anne Arundel County, Maryland, and being the same property which was conveyed unto the said Charles E. Remson by Luther A. Palmer and wife, by deed dated November 22, 1889, and recorded among the Land Records aforesaid in Liber S. 14. No. 36 folio 308.

This property has a large frontage on Mill Creek and Carr's Creek, and is conveniently near the Annapolis and Baltimore boulevard and Severn River bridge. It is adjacent to the U. S. Government Experimental Station. The land is improved by a large and substantial dwelling house, modern cow and stable barns, etc. Certain acreage of the land is in alfalfa and in a highly developed state. The lay of this land and its proximity to Annapolis and its excellent water facilities make it equally well adapted for sub-division and development as well as for successful farming operations.

This sale is subject to the legal operation and effect

of a mortgage on the above described property from Charles E. Ransom and Ella F. Ransom, his wife, to G. Clifton Sunderland, dated November 29, 1915, and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 121, folio 194.

Terms of Sale: - A deposit of three thousand dollars (\$3,000) will be required of the purchaser at the time of the sale and the balance of the purchase money, with interest thereon, at the rate of six per centum (6 per cent) per annum from the date of sale, to be paid as follows: One-third ($\frac{1}{3}$) on ratification of the sale; one-third ($\frac{1}{3}$) in six months and one-third ($\frac{1}{3}$) in twelve months from said ratification, the deferred payments to be secured to the satisfaction of the said J. Henry Strohmeyer, Mortgagee; or at the option of the purchaser the entire balance, after the initial deposit, may be paid on ratification of the sale.

For any further information in reference to the property apply to the undersigned on the 13th floor of the Maryland Casualty Tower Building, Baltimore Street and Guilford Avenue, Baltimore, Maryland.

Clagett & Thomas and J. Henry Strohmeyer,
Marbury, Gosnell & Williams, Mortgagee.
Maryland Trust Building, Baltimore, Maryland, Solicitors.

Office of The Weekly Advertiser - Annapolis, Md., Jan. 11 - 1921.

I hereby certify that the annexed Public Sale of Greenberry Point Farm overlooking Chesapeake Bay near the mouth of the Severn River Equity docket No. 4325 was published in The Weekly Advertiser a newspaper published in the City of Annapolis, once a week for four successive weeks before the 11th day of January, 1921. The first insertion being made the 18th day of December, 1920.

Annapolis Publishing Co.

per. Publisher -
C. H. Tucker.

I hereby certify that I have this eleventh day of January 1921 purchased of J. Henry Strohmeyer, mortgagee, the within described property at and for thirty thousand dollars subject to the legal operation and effect of a mortgage thereon from Charles E. Ransom and Ella F. Ransom, his wife et al. to G. Clifton Sunderland dated Nov. 29th 1915 and recorded among the land records of Anne Arundel County in Liber G. N. No. 121, folio 194, and I hereby agree to fully comply with all of the terms of sale as set forth on the reverse side of this sheet.

Witness my hand and seal this eleventh day of Jan. 1921.
 Witness: Fred B. Rhodes (seal)
 William H. Moss.

Annapolis, Md. Jan. 11 - 1921.
 I hereby certify that I this day sold the within described property at the time and place set forth in the advertisement and upon the terms of sale therein mentioned to Fred B. Rhodes at and for the sum of Thirty Thousand dollars, subject to the legal operation and effect of a mortgage on said property from Charles E. Remson and wife et al. to G. Clifton Sunderland, dated November 29th 1915 and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 121, folio 194; he being at that figure the highest bidder therefor.

Witness my hand and seal.
 Witness: William H. Moss (seal)
 Charles Clagett. Auctioneer.

Ordered, this 19th day of January, 1921, that the sale of the property mentioned in these proceedings, made by G. Henry Strohmeyer, Mortgagee, on January 11, 1921, be Ratified and Confirmed unless cause to the contrary thereof be shown on or before the 21st day of February, 1921; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of February, 1921. The report states the amount of sales to be \$30,000.00 of Wm. N. Woodward, Clerk.

Office of The Weekly Advertiser, Annapolis, Md. Feb. 21 - 1921.
 I hereby certify that the unexecuted Order nisi in the Matter of the Mortgaged Real Estate of Charles E. Remson and Ella F. Remson, his wife - No. 4325 Equity was published in The Weekly Advertiser a newspaper published in the City of Annapolis once a week for three successive weeks before the 21st day of February, 1921. The first insertion being made the 20th day of January, 1921.
 Annapolis Publishing Co.
 Published, C. H. Tucker.

Ordered, this 11th day of March, 1921, by the Circuit Court for Anne Arundel County in Equity, that the above reported sale be and the same is hereby finally ratified and confirmed ~~no cause~~ to the contrary having been shown although due notice appears to have been published. And that the

mortgagee be allowed the usual commissions and such proper expenses as he shall produce vouchers for before the Auditor of this Court.

Wm. Henry Forsythe Jr.

Petition and Order of Court Substituting Purchaser - Filed 17th Mch. 1921.

To the Honorable, the Judge of said Court:

The Petition of the Greenbury Land and Development Company, Incorporated, respectfully shows:-

First: That, your petitioner is a body corporate, duly incorporated under the laws of the State of New York, and has complied with the laws of the State of Maryland respecting foreign corporations doing business in the State of Maryland, and files herewith as part hereof the Certificate of the State Tax Commission of Maryland setting forth that your Petitioner is entitled to do business in this State.

Second: That, By an order of Court passed herein on the 15th day of December, 1920, J. Henry Strohmeyer, as Mortgagee has sold the property and premises mentioned and described in these proceedings to Frederick B. Rhodes for the sum of thirty thousand dollars (\$30,000.00), and said Strohmeyer has filed a Report of Sale herein and said Report of Sale has been finally ratified and confirmed on the 11th day of March, 1921.

Third: That, said Frederick B. Rhodes has assigned to your petitioner herein all of his right, title and interest as said purchaser in said Report of Sale, and said Assignment is now recorded among the Land Records of this Court in Liber N. N. N. No. 34, folio 52, and a copy of said Assignment is filed herewith as part hereof.

Fourth: That, Your Petitioner is able and ready and willing to comply with the terms of said sale and therefore pray this Honorable Court to pass an order substituting your petitioner as the purchaser in said Report of Sale in the place and stead of said Frederick B. Rhodes!

And, as in duty bound, etc.

Greenbury Land & Development Company,
Incorporated.

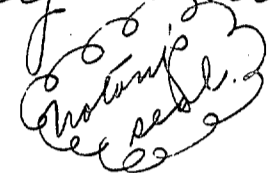
By, Frederick J. Rensen
President & Treasurer.

Martin G. Kenney
Solicitor of Petitioner.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this fourteenth day of March in the year one thousand nine hundred and twenty-one, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared Frederick J. Rensen, the President and Treasurer of the Greenberry Land & Development Company, Incorporated, the petitioner herein, and he made oath in due form of law that the matters and facts stated in the aforesaid Petition are true to the best of his knowledge, information and belief.

As Witness, my hand and Notarial Seal.



George C. Niederson,
Notary Public.

Upon the aforesaid Petition and affidavit it is this 17th day of March in the year one thousand nine hundred and twenty-one, ordered by the Circuit Court for Anne Arundel County, in Equity, that the Greenberry Land & Development Company, Incorporated, be and it is hereby substituted in the place and stead of Frederick B. Rhodes in the Report of Sale finally ratified and confirmed hereon on the 11th day of March in the year one thousand nine hundred and twenty-one.

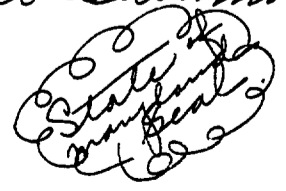
Wm. Henry Forsythe Jr.
Judge.

State of Maryland, Office of the State Tax Commission.

The undersigned Secretary of the State Tax Commission of Maryland does hereby certify that "Greenberry Land and Development Company, Inc." a corporation created under the laws of the State of New York, has complied with all the requirements of Section 93 of Article 23 of the Annotated Code of Public Civil Laws of Maryland and has appointed Chas. E. Rensen, Annapolis, Maryland as its agent to reside in the State of Maryland upon whom legal process against the corporation may be served.

It is therefore certified that the said corporation is entitled to transact business in the State of Maryland in accordance with the laws thereof.

As Witness my hand and the seal of the State Tax Commission of Maryland, at Baltimore, this fourteenth day of March, 1921.



Charles C. Wallace.

In consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged:

I hereby convey, assign and transfer to the Greenberry Land and Development Company, Inc., all right, title and interest vesting in me as the purchaser, at foreclosure sale, of the property known as The C. E. Remson Farm, near Annapolis, Md. And I hereby agree that I will execute and deliver to the said Company such other and further papers as may be necessary to carry into effect this assignment.

Witness:

Chas. S. Baker

(signed) Fred B. Rhodes, (seal)

February 8th, 1921.

Motion and Order of Court - Filed July 18th - 1921.

To the Honorable, the Judge of said Court:

The undersigned, attorney, for J. Henry Strohmeyer, mortgagee, in the above entitled cause, respectfully moves this Court to authorize him to withdraw from this Court the papers filed herein in order that he may use the same in connection with the termination of this proceeding.

Charles Angett, Attorney for
J. Henry Strohmeyer, Mortgagee.

July 18, 1921.

Let the papers be withdrawn, as above prayed.

Robert Moss, A. J.

Petition of Etta L. Boynton to allow mortgage claim - Filed 29th September, 1921. Order Oct. 14 - 1921

To the Honorable Mr. H. Foreythe, Judge:

The petition of Etta L. Boynton respectfully states, that she holds a third mortgage against the real estate in these proceedings sold, and she is informed that after paying a first and second mortgage, taxes, cost and expenses of the said proceedings, that there is a balance still remaining in the hands of the mortgagee.

Mortgage being dated Jan. 20th, 1916, and recorded among the land records of Anne Arundel County, in Liber G. N. No. 121, Fol. 433, and she prays your Honor to pass an order in the premises, directing the auditor in stating the account, to allow her claim to the extent that the said surplus will pay the same.

And as she will ever pray,

Fred B. Rhodes,
Solicitor for Petitioner.

Ordered by the Circuit Court of Anne Arundel County, sitting in Equity on this 1st day of Oct. 1921, that the Auditor in stating the account in the above entitled cause, shall allow the claim of the said Etta D. Boynton, subject to all proper exceptions
 Wm. Henry Forsythe Jr.
 Judge.

Petition and Order of Court; Filed 5th Oct. 1921.

To the Honorable, the Judges of said Court:

The Petition of the Greenberry Land and Development Company, Inc., a body corporate of the State of New York, respectfully shows: -

(1) That J. Henry Strohmeyer, Mortgagee and Assignee, under a certain Mortgage from Charles E. Rensen and wife to said J. Henry Strohmeyer bearing date the 25th day of January, 1916, and recorded among the Land Records of Anne Arundel County, in Liber G. N. No. 121, folio 376, etc., acting in pursuance of the power and authority vested in him under the terms of said Mortgage and of a certain Order of this Court passed in the above entitled cause on the 15th day of December, 1920, sold at public auction to Fred B. Rhodes the property described in said Mortgage for the sum of thirty thousand dollars.

(2) The said sale was duly reported to this Honorable Court and by it finally ratified and confirmed on the 11th day of March, 1921, and the said Fred B. Rhodes has assigned all his right, title and interest in said property to your petitioner, and by an Order of this Honorable Court passed herein on the 17th day of March, 1921, your Petitioner herein was substituted as purchaser in the place and stead of said Fred B. Rhodes.

(3) The said Fred B. Rhodes and Florence S. Rhodes, his wife, and the said J. Henry Strohmeyer, Mortgagee and Assignee, have executed and delivered to your Petitioner herein a deed of said property dated the 30th day of June, 1921, and now of record among the Land Records of Anne Arundel County in Liber N. N. No. 48, folio 146, etc. and your Petitioner herein is entitled to the full possession of the property mentioned and described in these proceedings herein, containing three hundred and one and one-half acres of land, more or less, situate and lying in the Third Election District of Anne Arundel County and known as the "Greenberry Point Farm."

(4) That a portion of the mansion house on said property is occupied by Ala Rensen, a daughter of said Charles E. Rensen and Ella F. Rensen, his wife, and the said Ala Rensen

has also on said property certain cows, horses, chickens and pigeons.

(5) That a colored man, named Richard Henson, is occupying a portion of said property for pasture of a horse.

(5) That like said Ala Rensen and Richard Henson have been ordered and directed by your Petitioner to remove from and quit the said property on numerous occasions since the date of the execution and delivery and recording of said deed to your Petitioner on the 30th day of June, 1921, and they have repeatedly promised to obey and comply with said orders and directions to quit said property, but said persons are still in possession of portions of the said property, and have no rights therein superior to your Petitioner, and have had no contractual relations whatever with your Petitioner, and your Petitioner is advised that it is entitled to have a Writ in the nature of a Writ Habere Facias Possessionem issued from this Honorable Court.

To the End therefore:

That this Honorable Court issue the Writ in the nature of a Writ Habere Facias Possessionem as above set forth, and for such other and further relief as its case may require.

Martin G. Kenney
Solicitor for Petitioner



Greenberry Land & Development Co. Inc.

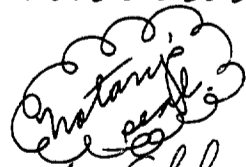
by F. J. Rensen.

President and Treasurer.

State of New York, County of New York,

I hereby certify that on this 20th day of September, in the year 1921, before me, the subscriber, a Notary Public of the State of New York, in and for the County aforesaid, personally appeared Frederick J. Rensen, President and Treasurer of the Greenberry Land and Development Company, Incorporated, and he made oath in due form of law that the matters and facts recited in the foregoing Petition are true to the best of his knowledge, information and belief.

As witness my hand and notarial seal.



N. Reese -

Notary Public.

Upon the foregoing Petition and Affidavit, it is this 3rd day of October, 1921, ordered by the Circuit Court of Anne Arundel County, in Equity, that the Clerk of this Court issue a Writ in the nature of a Writ Habere Facias Possessionem directing the Sheriff of Anne Arundel County to put the Greenberry Land and Development Company, Incorporated, in possession of the land and premises described in the foregoing Petition.

Wm. Henry Forsythe Jr.

Statement of Claim - Filed with the Auditor.
 To James N. Owens, Esquire, Auditor of the above Court:
 Statement of disbursements by J. Henry Strohmeyer, Mortgagee,
 and the amount of his mortgage claim.
 disbursements.

1919		
Aug. 15	To Ridgely P. Melvin, Agt. of Fidelity Deposit Co. Premium on mortgaged bond from Feb. 8, 1919 to Feb. 8, 1920	\$160.00
Feb. 11	To Washington Post for advertising original sale	8.93
Feb. 12	To A. S. Abell Co. (The Sun) for advertising original sale	6.88
Mar. 11	To Public Ledger Co. for advertising original sale	12.00
1921		
Mar. 26	To Evening Capital for advertising original sale	61.25
Aug. 25	To Advertiser for advertising original sale	18.75
" "	To Advertiser for advertising order nisi on original sale	5.00
" "	To Advertiser for printing hand-bills re original sale	6.00
Mar. 26	To Ridgely P. Melvin, Agt. of Fidelity Deposit Co. premium on mortgagee's bond from Feb. 8, 1920 to Feb. 8, 1921.	106.66
Feb. 10	To Mr. H. Moss, Auctioneer, for auctioneer's services at original sale	192.00
Aug.	To Ridgely P. Melvin, Agt. of Fidelity Deposit Co. premium on mortgaged bond from Feb. 8, 1921 to Oct. 1, 1921.	69.26
June 30	To Alton R. Arnold, Treas. of Anne Arundel Co. for state and county taxes for 1916.	663.85
	For state and county taxes for 1917.	645.55
	For state and county taxes for 1918	649.85
1919		
Oct. 1	To C. C. Magruder, Clerk of the Court of Appeals for printing record for Court of Appeals in cause therein pending entitled J. Henry Strohmeyer, Mortgagee vs. Charles E. Remson and wife, being appeal in this proceeding	55.00
Oct. 1	To Mrs. N. Woodward, Clerk of the Circuit Court of Anne Arundel County for transcript of record for above appeal	27.00
Dec. 13	To King Bros. printers for printing brief of J. Henry Strohmeyer on above appeal	40.00

1921			
Aug. 23	To Attorney of J. Henry Strohmeyer, Mortgagee, Attorney's fee under the mortgage		\$ 200.00
Feb. 10	To Mr. H. Moss, Auctioneer, for Auctioneer's services at re-sale		107.00
Mar. 26	To Evening Capital for advertising resale		35.00
" "	To Evening Capital for advertising order nisi on resale		5.00
" "	To Advertiser for advertising resale		32.00
" "	" " " " " order nisi on re-sale		5.00
" "	To Advertiser for printing hand-bills re-sale		4.00
" "	To Washington Post for advertising re-sale		12.60
" "	To Public Ledger Company for advertising resale		31.50
" "	To A. S. Abell Co. (The Sun) for advertising re-sale		8.10
June 30	To Alton R. Arnold, Treas. of Anne Arundel County for state and county taxes from July 1, 1919 to June 30, 1920		801.10
	For state and county taxes from July 1, 1920 to June 30, 1921 as follows:		
	Total Amt. from July 1, 1920 to June 30, 1921	\$ 892.00	
	Less Amt. paid by Greenberry Land & Development Co., Inc. purchaser at re-sale for taxes from Jan. 11, 1921 to June 30, 1921	\$ 421.20 (892.00 - 421.20)	470.80
1919 July 27	To E. J. Richardson & Sons, Ins. Agents premium on \$4,775.00 insurance, coverage 3 years from July 27, 1919, on behalf of Fred J. Remson for benefit of persons interested in proceeds of original sale		323.20
	Less short rate rebate from July 1, 1921 to expiration of policy		96.95
	Balance		226.25
	Less proportion paid by Greenberry Land & Development Co., Inc. purchaser at re-sale for coverage from Jan. 11, 1921 to July 1, 1921		49.50
			176.75
	Costs in the Court of Appeals in the case of J. Henry Strohmeyer, Mortgagee vs. Charles E. Remson, and Ella F. Remson, his wife, being the Appeal in this proceeding, same being imposed by the order of said Court on the Appellees and same except as herein before, otherwise stated, not having been paid by the said J. Henry Strohmeyer, mortgagee, but he being entitled to his costs as provided in		

the mortgage.

Appellants' costs in said Court	
To C. C. Magruder, for printing record	\$55.00
To King Bros. for printing brief	40.00
Appearance fee	10.00
Clerk	<u>4.25</u>
Appellee's Costs in Said Court	
Brief	10.00
Appearance fee	10.00
Clerk	<u>.70</u>

J. Henry Strohmeyer, Mortgagee is further entitled under his mortgage, to his commissions on the said sales, and the costs of the Circuit Court of Anne Arundel County as taxed by the Clerk thereof.

Amount of Mortgage indebtedness of Charles E. Remson and wife to J. Henry Strohmeyer.

On January 25th, 1916, the said Mortgagors, Charles E. Remson and Ella F. Remson, his wife, obtained a loan from The National Bank of Baltimore of \$30,000.00, upon the understanding between the said Mortgagors and the Bank that the loan was to be represented by a note for said amount, and that the Mortgagors would obtain the endorsement of J. Henry Strohmeyer on said note, and accordingly as date was, on said date, made by the said Mortgagors in said amount, which note was payable six (6) months after date, and was, at the time of this execution, endorsed by the said J. Henry Strohmeyer, and upon said note so endorsed, the said amount above mentioned was obtained from the said The National Bank of Baltimore, by the said Mortgagors on the date of said note. On July 25th, 1916, in the same manner, said loan was continued for six (6) months from said date. On January 25, 1917, in the same manner, said loan was continued for three (3) months from said date. All of said notes being heretofore filed in this cause.

On January 25th, 1916, the said Charles E. Remson and Ella F. Remson, his wife, executed the mortgage which is the subject of this proceeding in favor of the said J. Henry Strohmeyer to protect him against loss on account of his endorsement.

The said Remsons paid the interest on said notes up to January 25th, 1917, but failed to pay the interest

on said loan from said last date above mentioned, and said Strohmeyer was compelled to pay interest thereon together with the price of the revenue stamps.

At the expiration of said last note, the National Bank of Baltimore called the loan, and as the Remsons failed to pay same, the said J. H. Strohmeyer was called upon to do so. He was then, and continued to be unable to pay the said amount in cash until he received the same from the proceeds of sale in this proceeding, and therefore executed in favor of the Bank his note for Thirty Thousand dollars (\$30,000.00), dated April 26th, 1917, payable one (1) month after date, and from time to time was compelled to renew said note, the dates of the renewal thereof previous to the date of the original sale in this proceeding, to wit: February 12th, 1919, are below set forth.

More detailed Statement of Amounts due:

Principal Amt. of Loan		\$30,000.00
Int. installment paid by J. Henry Strohmeyer on note of the Remsons dated Jan. 25, 1917	\$4.55.00	
Revenue Stamps	<u>6.00</u>	461.00

On Renewal notes above mentioned as follows:-

1917			
April 25	discount \$155.	Stamps \$6.00	--- 161.00
May 25	discount \$155.	Stamps \$6.00	--- 161.00
June 25	discount \$160.	Stamps \$6.00	--- 166.00
July 25	discount \$155.	Stamps \$6.00	--- 161.00
Aug. 25	discount \$170.	Stamps \$6.00	--- 176.00
Sept. 25	discount \$160.	Stamps \$6.00	--- 166.00
Oct. 29	discount \$165.	Stamps \$6.00	--- 171.00
Dec. 3	discount \$180.	Stamps \$6.00	--- 186.00

1918			
Feb. 4	discount \$320.	Stamps \$6.00	--- 326.00
Apr. 4	discount \$320.	Stamps \$6.00	--- 326.00
Aug. 4	discount \$620.	Stamps \$6.00	--- 626.00
Dec. 5	discount \$615.	Stamps \$6.00	--- 621.00

1919			
Feb. 5	discount \$315.	Stamps \$6.00	--- 321.00
Total Principal Indebtedness, Interest and Revenue Stamps on date of Original Sale, to wit: Feb. 12, 1919			\$3,568.00
			\$34,029.00

The said J. Henry Strohmeyer, Mortgagee, is entitled to proper allowance of interest on the above amount from the date of said sale.

Amount of Proceeds of Sale Received by J. Henry Strohmeyer,
Mortgagee.

1919	Feb. 12	Cash deposit by Fred B. Rhodes, purchaser at original sale-		\$ 3,000.00
1920	Sept. 17	Cash payment on account of purchase price under said sale by Fred J. Benson, substituted purchaser thereunder		14,666.66
1921	Jan. 11	Cash deposit by Fred B. Rhodes, purchaser at re-sale		3,000.00
	May 31	Cash payment on account of purchase price of said resale by Greenberry Land & Development Co., Inc., substituted purchaser	\$9,000.00	
		Interest on same	<u>210.00</u>	9,210.00
1921	June 30	Cash payment on account of the purchase price of said sale by Greenberry Land & Development Co. Inc., substituted purchaser	\$18,000.00	
		Interest on same	570.00	
		Also from said purchaser: Taxes from Jan. 11, 1921 to June 30, 1921	421.20	
		Pro-rated insurance premium for said period	<u>49.50</u>	18,980.70

Vouchers for disbursements attached

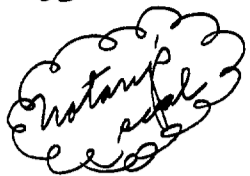
Respectfully submitted,

J. Henry Strohmeyer,
Mortgagee.

State of Maryland, City of Baltimore, ss:

I Hereby Certify, that on this 30th day of August in the year one thousand nine hundred and twenty-one, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared J. Henry Strohmeyer, Mortgagee, and made oath in due form of law that he has paid, or secured the payment of all of the amounts set forth in the above statement as disbursements made by him, and that the above statement of his mortgage claim is true and correct, and that there is correctly set forth in the above statement, the amounts received by him from the sales of this proceeding, and that the above is a true statement of his costs in the Court of Appeals in the cause mentioned in the above statement.

As Witness my hand and notarial seal.

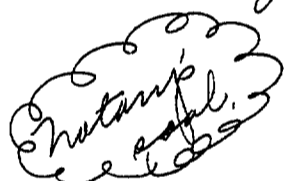


Emma Ahlsleger,
Notary Public.

Additional Statement of Disbursement - Filed with the Auditor Oct. 20, 1921.
State of Maryland, City of Baltimore, to wit:

Be it Remembered and I hereby certify that on this 18th day of October, 1921, before me the subscriber, a Notary Public duly appointed, commissioned and qualified, in and for Baltimore City aforesaid, and having authority by law to administer oaths therein, personally appeared J. Henry Strohmeyer, mortgagee, and made oath in due form of law that since filing with James N. Owens, Esq., Auditor of the Circuit Court of Anne Arundel County, his statement of disbursements and of his mortgage claim, which statement bears the verification of his affidavit under date of August 30th 1921, he, the said J. Henry Strohmeyer, mortgagee, has paid to the Fidelity and Deposit Company of Maryland, the surety on his bond, filed in the above entitled proceeding, the amount of \$7,083, for the purpose of continuing said bond until December 1st, 1921.

Subscribed and sworn before me on the day and year above written.



J. Henry Strohmeyer,
John J. Langan,
Notary Public.

Statement of mortgage claim of Etta L. Boynton -
Filed with the Auditor Oct. 28, 1921.

Now comes your petitioner Etta L. Boynton and shows to the Court that under date of January 31, 1916 she loaned to Charles E. Remson, the sum of Eight Thousand Five Hundred Fifty Nine Dollars and Forty Cents (\$8,559.40) for which he executed and delivered to her his promissory note in said sum, which said indebtedness was secured by a third mortgage, which was duly executed and recorded.

Your petitioner is advised that the Auditor is now stating the account in connection with the mortgage sale of said property and she asks the Court to instruct the said Auditor to pay over to her any sum remaining after the payment of any prior encumbrance, lien or proper expense of said sale.

Your petitioner shows to the Court that her account is as follows:-

Original note	_____	\$ 8,559.40
Interest	_____	2,944.20
Total amount of claim	_____	\$ 11,503.60

Etta L. Boynton, Petitioner.

I, Etta L. Boynton, on oath, depose and say that I have read the foregoing petition and statement of claim, and that the same is true and correct.

Etta L. Boynton,

Subscribed and sworn to before me Jennie M. Ryan, a Notary Public, this 25th day of October, 1920

Jennie M. Ryan,
Notary Public.

Auditor's Report and Account - Filed 29th October, 1921.

To the Honorable, the Judges of said Court:

The Auditor states to the Court that he has examined the proceedings in the above entitled case, and here stated the accompanying account.

The property was sold under a second mortgage, and the purchaser paid off a first mortgage and a balance is audited to Mrs. Etta L. Boynton 3rd mortgagee.

The Court will observe that at the original sale the property was sold for Forty Seven Thousand (\$47,000) dollars, subjected to a first mortgage, which was heretofore stated, has been paid off by the purchaser. The mortgagee who sold the property claims that the purchaser having defaulted is indebted in the sum of (\$6856.98), and desires to obtain a decree in personam against Fred J. Rensen, - purchaser at the first sale.

The Auditor has stated the amount at the bottom of the account. No data was filed with the Auditor to show whether or not there was any claim for a decree in personam against Charles E. Rensen - the original mortgagee - in favor of Mrs. Boynton, and hence, no amount is stated for that purpose.

The Auditor files the sworn statement of J. Henry Strohmeyer, mortgagee, showing payments made by him for insurance, cost, expenses, premium on bond and other items.

The Auditor has examined all of the originals of these and has not given time at individual items, but has aggregated them in his account.

The account entailed a great deal of work and correspondence, and the Auditor was compelled to go to Baltimore twice for the purpose of being informed of the

numerous items making up the costs, expenses, taxes and etc. All of which is respectfully submitted.

James W. Owens, Auditor.

P.S. Since preparing the above report Mrs. Boynton, 3rd mortgagee has filed a probated account with the Auditor, showing the balance due, which the Auditor has noted on the account filed, and under the circumstances of the case she would be entitled with a decree in personam against the mortgagors, but if a decree in personam is obtained against the purchaser, this money would naturally go to Mrs. Boynton's claim.

The Mortgaged Real Estate of C. E. Remsen & wife in ac. with J. Henry Strohmeyer ^{mortgage} Cr.
Feb. 12, 1919

To the mortgagee for commissions	\$ 14 81 60		Feb. 12, 1919.		
" fee provided by mortgagee	2 00 00	\$ 16 81 60	By proceeds of sale of real estate as per report filed	\$ 47 000 00	
" the mortgagee for his expenses, viz:			By amount paid by purchaser as interest	13 86 66	
" adv. (2 sales) in Sunday papers including order nisi on the account (2 sales)	\$ 257 01			\$ 48 386 66	
To insurance	176 75				
" auctioneer	299 00	732 76			
To the mortgagee for costs					
" court cost (as taxed) per report	\$ 129 95				
" costs, Court of Appeals	27				
" manuscript for Court of Appeals	353 75				
" premium on Bond	175 00				
" costs Circuit Court for A. A. C.	86 30	772 00			
Taxes		3231 15			
To J. Henry Strohmeyer, mortgagee in full mortgage debt and interest		37274 80			
		43692 31			
To Etta L. Boynton 3rd. mortgagee in part payment of mortgage claim (subject to exceptions)		4694 35			
Balance due Mrs. Boynton, as per statement filed	6809 25	48386 66		48386 66	
To amount claimed by mortgagee for default on first purchase and for which they claim the right to decree in personam against Fred J. Remsen, purchaser at the first sale	6856 98				

Order nisi - Filed 28th Oct. 1921.

Ordered, This 28th day of October 1921, That the Report and Account of the Auditor filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 29th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of November next.

Wm. N. Woodward, Clerk.

Office of The Weekly Advertiser. Annapolis, Md., Nov. 29, 1921.

I hereby certify that the annexed Order nisi in the matter of the sale of the mortgaged Real Estate of Charles E. Remson and wife No. 4325 Equity was published in The Weekly Advertiser a newspaper published in the City of Annapolis once a week for three successive weeks before the 29th day of November, 1921, The first insertion being made the 3rd day of November, 1921.

The Annapolis Publishing Co.
Publisher.
C. N. Tucker.

Final Order.

Ordered By The Court, this 15th day of December, 1921, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Wm. Harry Foreythe, Jr.

Brought forward from Page 21.

Ex-Parte.

In the Matter of the Trust
Estate of Mitchell Glassner.
In the Circuit Court of
Baltimore City.

No. 4599 Equity.

In the Circuit Court for
Anne Arundel County

Your petitioner therefore prays this Honorable Court to pass
an Order herein ratifying said sale.

Isidor Goldstrom, Trustee.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 21st day of November, in
the year 1921, before me, the subscriber, a Notary Public of
the State of Maryland in and for the City of Baltimore,
personally appeared Isidor Goldstrom and he made oath in
due form of law that the matters and facts set forth in
the foregoing petition are true to the best of his knowledge,
information and belief.

Witness my hand and Notarial Seal.

(seal)
(Place)

Anna Sklar,
Notary Public.

Order nisi

Ordered, by the Circuit Court of Baltimore City this
5th day of December 1921, that the sale of the property men-
tioned in these proceedings, made and reported by Isidor
Goldstrom, Trustee, be Ratified and Confirmed, unless cause
to the contrary thereof be shown on or before the 5th day of
January, 1922. Provided, a copy of this order be inserted in
some daily newspaper printed in Baltimore City, once in
each of three successive weeks, before the 29th day of
December, 1921.

The Report states the amount of sale to be \$6600.00
J. H. Arthur Stamp.

Baltimore, Jan. 6, 1922.

We hereby certify that the annexed advertisement of Order
nisi Circuit Court of Baltimore City, Case of Ex parte
in the matter of the trust estate of Mitchell Glassner was
published in The Daily Record, a daily newspaper in the
City of Baltimore, once in each of three successive weeks
before the 29th day of December, 1921.

First insertion December 6th, 1921.

The Daily Record.

Per Thaddeus N. Crafter.

Circuit Court of Baltimore City, November Term, 1921.

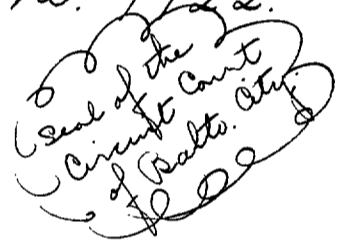
Ordered By The Court, This 6th day of January, 1922, that the sale made and reported by the Trustee on December 5, 1921, aforesaid be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order nisi passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.
H. Arthur Stumpf.

State of Maryland, City of Baltimore, ss:

I, Charles R. Whiteford, Clerk of the Circuit Court of Baltimore City do hereby certify that the above is a true copy of the original Report of Sale, nisi order, Certificate of publication and Final Order of ratification, now on file in this office in the cause therein entitled as above.

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court, this 9th day of January A. D. 1922.

Chas. R. Whiteford, Clerk.



Norman R. Eckard,
Assignee

No. 4580 Equity.
In the Circuit Court for
Anne Arundel County.

vs.
Fairfax Realty Corporation.

Mortgage - Filed 3rd September, 1921.

This Mortgage, made this 25th day of April, in the year one thousand nine hundred and eighteen, by and between The Fairfax Realty Corporation, a corporation of the State of Virginia, duly incorporated, party of the first part, and William E. Gischel of Anne Arundel County and State of Maryland and James Bernak of Baltimore City and State of Maryland, parties of the second part.

Whereas, the said party of the first part is justly indebted unto the said parties of the second part in the sum of thirty-eight thousand three hundred and thirty-four dollars (\$38,334.00), being for the balance of the purchase money of the property hereinafter described for the repayment of which sum, with interest to accrue thereon at the rate of six per centum per annum, the said party of the first part has made and passed unto the said parties of the second part, its five negotiable promissory notes of even date herewith, all drawn payable to the order of the said parties of the second part in gold coin of the United States of the present standard of weight and fineness; one of the said notes being for the sum of seven thousand six hundred sixty-six dollars and eighty cents, payable eighteen months after date, one thereof being for the sum of seven thousand six hundred sixty-six dollars and eighty cents, payable thirty months after date, one thereof being for the sum of seven thousand six hundred sixty-six dollars and eighty cents, payable forty-two months after date, one thereof being for the sum of seven thousand six hundred sixty-six dollars and eighty cents, payable fifty-four months after date, and one thereof being for the sum of seven thousand six hundred sixty-six dollars and eighty cents, payable sixty-six months after date and each of the aforesaid notes bearing interest at the rate aforesaid, payable half-yearly; and

Whereas, the said parties of the second part have agreed with the said party of the first part that at any time before default hereunder, the said parties of the second part will release from the operation and effect of this Mortgage, any lot of ground to be hereafter laid out and designated, upon a plat of the property herein described, or upon a plat of any portion

of the property, said lots to be not over twenty-five feet in width and one hundred and twenty-five feet in depth, upon the payment of seventy-five dollars (\$75.00) per lot; interest on the mortgage indebtedness shall abate as often as ten lots are paid for and released from the operation and effect of this mortgage; and

Witness, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents:

Now, therefore this Mortgage Witnesseth, That for and in consideration of the premises and the sum of one dollar, this day paid, the receipt whereof is hereby acknowledged, the said party of the first part doth hereby grant and convey unto the said parties of the second part, as tenants in common, their heirs and assigns, in fee simple, all that parcel of land situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:

Beginning for the same at a stone heretofore planted in a place off original beginning tree of a tract of land called "Moseley's Choice" being also the beginning of lot No. 4 allotted to Mary R. Thomas, by decree of partition dated January 17, 1864, in case of Maria Thomas et al., vs. Mary R. Thomas et al., recorded among the Equity Records of Anne Arundel County in Liber N. H. G. No. 1, folio 269, etc; and running thence binding on the first line of said lot No. 4, as surveyed in 1914, north twenty-one degrees twenty-one minutes west three hundred and eighty feet eleven inches to a point distant south twenty-one degrees twenty-two minutes east four hundred and thirty five feet seven inches from the southeast side of a County Road, forty feet wide, called Church Street; thence parallel with Church Street, south sixty-nine degrees eight minutes west three hundred and fifty-eight feet seven and one half inches to the southwest corner of a lot of ground, heretofore conveyed to Stanley Merizewski and wife; thence binding on said lot north twenty degrees fifty-two minutes west four hundred and thirty-five feet seven inches to the southeast side of Church Street aforesaid; thence binding on the southeast side of Church Street, south sixty-nine degrees eight minutes west one hundred feet; thence south twenty degrees fifty-two minutes east four hundred and thirty five feet seven inches; thence parallel with Church Street, sixty-nine degrees eight minutes west five hundred and thirty feet; thence north twenty degrees fifty-two

minutes west four hundred and thirty-five feet seven inches to the southeast side of Church Street; thence binding on the southeast side of Church Street, south sixty-nine degrees eight minutes west four hundred feet; thence south twenty degrees fifty-two minutes east four hundred and thirty-five feet seven inches; thence parallel with Church Street, south sixty-nine degrees eight minutes west eight hundred feet; thence north twenty degrees fifty-two minutes west four hundred and thirty-five feet seven inches to the southeast side of Church Street; thence binding on the southeast side of Church Street, south sixty-nine degrees eight minutes west two hundred and sixty-eight feet eight inches to a bend in Church Street; thence binding on the south side of Church Street, north eighty-six degrees fifty-nine minutes west three hundred and ninety-five feet ten inches to another bend in Church Street; thence still binding on the south side of Church Street north eighty-six degrees west two hundred and sixteen feet nine inches; thence crossing Church Street, forty feet wide, and continuing the same direction, north four degrees east nine hundred and ninety-five feet to the end of the third line of a parcel of land containing thirteen acres eighteen perches, described in a deed from The Patapsco Company and others to Eli J. Henkle, dated March 17, 1863, recorded among the Land Records of Anne Arundel County in Liber N. H. G. No. 11, folio 134 etc.; thence binding on the outlines of said land reversely, as surveyed in 1814, the two following courses and distances, viz: north seventy-three degrees forty-five minutes west five hundred and eighty-seven feet five inches, and south fifteen degrees fifteen minutes west five hundred and twenty-eight feet to a small granite stone at the end of the first line of said line, being also at the end of the second line of the land described in a deed from Joseph A. Eberhardt and wife to Eli J. Henkle, dated November 17, 1860, recorded among said Land Records in Liber N. H. G. No. 9, folio 572 etc.; thence binding on the third line of said land, and on the third line of a parcel of land described in a deed from George Sinsheimer and wife to Eli J. Henkle, dated November 20, 1860, recorded among the Land Records aforesaid in Liber N. H. G. No. 9, folio 571 etc., and on the third line of a parcel of land containing eight acres described in a deed from The Patapsco Company and others to Eli J. Henkle, dated November 17, 1857, recorded among said Land Records

in Liber N. H. G. No. 8, folio 618 etc., south eighty-eight degrees west eleven hundred and sixty-three feet three inches to the end of the third line of said last mentioned land, and to the beginning of the land secondly described in a deed from Eli J. Henkle and wife to Edward Stansbury, dated January 26, 1869, recorded among said Land Records in Liber S. H. No. 3, folio 167 etc.; thence binding on the last line of said land reversely, north twenty-nine degrees west one hundred and eighty-seven feet nine inches to the east side of Light Street Road; thence binding on the east side of Light Street Road, the two following courses and distances, viz: south eleven degrees west two hundred and ninety-three feet two inches and south twelve degrees twelve minutes west twelve hundred and seventy-seven feet seven inches; thence binding on the fifth line of lot No. 3 allotted to Eliza Henkle in the partition proceedings in said case of Maria Thomas et al. vs. Mary R. Thomas et al. south eighty-eight degrees east twenty-four hundred and sixty-eight feet nine inches to the end of said line, and to intersect the fifth line of said lot No. 4, allotted to Mary R. Thomas, as aforesaid; thence binding on the outlines of said lot No. 4, the six following courses and distances, viz: south sixteen degrees east six hundred and ninety-three feet, north sixty-nine degrees east seven hundred and forty-two feet six inches, north fifty-eight degrees east eleven hundred and twenty-two feet, north eighty-seven degrees twenty-nine minutes east eight hundred and seventy-seven feet four inches to an iron pipe, north twenty-eight degrees thirteen minutes west six hundred and sixty-eight feet three inches to an iron pipe and north fifty-eight degrees thirty-two minutes east six hundred and sixty feet to the place of beginning. Containing one hundred and fifty-three and forty-eight one hundredths acres of land, of which one and ninety-two one hundredths acres is the part of bed of Church Street, forty feet wide, included in the above description; but saving and excepting from the operation and effect of this Mortgage the following lots, as shown on the plat of the property formerly owned by The Curtis Bay Realty Company, known as "Roland Terrace", Section A, recorded among the Land Records of Anne Arundel County in Plat Book Liber G. N. No. 1, folio 149, designated as lots Nos. 4, 5, 34, 35, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 53, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 199, 200, 201, 202, 203, 204, 208, 209.

210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222,
 223, 224, 225, 226, 227, 228, 229, 230, 237, 254, 259, 277, 289,
 290, 291, 294, 295, 296, 297, 298, 299, 306, (309) 312, 313, 314,
 315, 317, 318, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330,
 331, 332, 333, 334, 340, 341, 342, 343, 347, 348, 349, 350, 351,
 354, 356, 357, 358, 359, 360, 361, 362, 363, 364, 377, 378, 379,
 380, 381, 382, 383, 384, 385, 386, 396, 397, 400, 401, 408, 409,
 410, 411, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 470,
 471, 472, 473, 474, 475, 476, 494, 495, 496, 497, 498, 534, 536,
 537, 538, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 571,
 592, 593, 600, 601, 602, 674, 675, 676, 677, 680, 681, 682, 683,
 684, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 730, 731,
 732, 733, 738, 739, 740, 741, 742 and (572).

Being the same property described in a deed of even date herewith from the said The Curtis Bay Realty Company to the said The Fairfax Realty Corporation, a corporation of the State of Virginia, duly incorporated, and recorded or intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto.

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

To Have and To Hold the said tract of land, with the improvements and appurtenances aforesaid, unto the said William G. Gischel and James Arnok, as tenants in common, their heirs and assigns, in fee simple; Subject, however, to the conditions and restrictions contained in a deed of even date from The Curtis Bay Realty Company to the said The Fairfax Realty Corporation, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

Provided, that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this Mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

And upon any default in the terms of this Mortgage

✓ a sale may be made by the said mortgagees, their personal representatives and assigns, or by Norman R. Eckard, their attorney, under Article LXXVI, Section 6 and 10, inclusive, of the Maryland Code of 1904, Public General Laws, or any other general or local laws of the State of Maryland, relating to mortgages, and such sales shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots; and the sale shall be made after giving twenty days notice of the time, place and manner and terms of sale in some newspaper printed in the County in which the land is situate; and the party selling may also give such other notice as he may deem expedient; and the terms of sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient;

And it is agreed that upon any sale of said property under this Mortgage, the proceeds of sale shall be applied as follows, to wit:

First, to the payment of all expenses incident to said sale, including counsel fee of twenty-five dollars for conducting the proceedings, if without contest, but if legal services be rendered to the mortgagees, or their assigns, or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making said sale of property equal to the commission allowed trustees for making sale of property under decree of a Court of Equity in Maryland;

Secondly, to the payment of all claims of the Mortgagees, their personal representatives and assigns hereunder, whether the same shall have then matured or not; and

Thirdly; the balance, if any to the said Mortgagor, its successors and assigns, and half of such commissions and all such expenses and costs shall be paid by the Mortgagor or its successors, in the event that the mortgaged debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this Mortgage (but not thereafter), the said Mortgagor, its successors or assigns, shall have possession of the property, upon paying in the meantime all taxes, and assessments, public dues

and charges levied or assessed or to be levied or assessed on the mortgage property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, public dues and charges the said mortgagor covenants to pay when legally due, and upon payment thereof to exhibit to the mortgagees, receipted bills thereof, at the place of business of the mortgagees, or their agent.

And upon any default in any of the covenants of this mortgage the mortgagees shall be entitled without notice to the mortgagor to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the mortgagees as additional security.

And the said mortgagor covenants to keep the improvements on the land insured against loss by fire, in an insurance company or companies selected by and in an amount designated by the said mortgagees and to cause the policy or policies to be so framed or endorsed as in case of fire to inure to the benefit of the said mortgagees, their personal representatives and assigns, to the extent of their lien or claim under this mortgage, and to deliver the policy or policies to the mortgagees, to be kept by the mortgagees. And in the event of any loss by fire the insurance company or companies are hereby directed by the mortgagor to make payment for such loss to the mortgagees only, and not to the mortgagor and mortgagees jointly; such payment to the mortgagees shall be applied to the extinguishment of the principal, interest and expenses secured by this mortgage whether then due or not, but shall not exceed the amount payable under this mortgage and the said mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

Witness the corporate seal of the said The Fairfax Realty Corporation, and the signature of its president hereto.

Test:
J. E. Redmond
Secretary.



The Fairfax Realty Corporation.
By R. A. Fairfax
President.

State of Maryland, Baltimore City, Md.

I Herby Certify, That on this 25th day of April, in the year one thousand nine hundred and eighteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared R. R. Fairfax, President of the said The Fairfax Realty Corporation, and acknowledged the foregoing mortgage to be the act of the said body corporate.

At the same time also appeared William G. Gischel, one of the said mortgagees, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal.

Notary Seal

May M. Magraw.
Notary Public.

✓ For the purpose of foreclosure, we hereby assign the foregoing mortgage to Norman R. Eckard.
As witness our hands and seals this 2nd day of September, 1921.

Witness:
Wm. Rayner Gischel.

Wm. G. Gischel, (seal)
James Cermak, (seal)

Revenue Stamps \$5.50
\$7666.80

Baltimore, Maryland, April 25, 1918.

Thirty months after date the undersigned promises to pay to the order of William G. Gischel and James Cermak the sum of seven thousand six hundred sixty-six dollars and eighty Cents at the Baltimore Trust Company, Baltimore, Maryland.

Value received, with interest at six per centum per annum, secured by mortgage of even date herewith.

Attest:
J. E. Redmond, Secy.

Corporate Seal

Fairfax Realty Corp.
By R. R. Fairfax, Pres.

We hereby extend the time of payment of this note to June 15, 1922.

Wm. G. Gischel,
James Cermak.

For the purpose of foreclosure we hereby assign the within mortgage note to Norman R. Eckard.

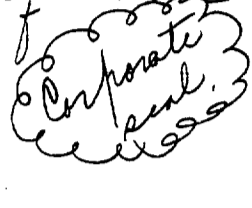
Wm. G. Gischel,
James Cermak.

Revenue Stamps \$5.50
\$7666.80.-

Baltimore, Md. April 25, 1918.

Forty-two months after date the undersigned promises to pay to the order of William G. Gischel and James Cermak the sum of seven thousand six hundred sixty-six dollars and eighty Cents at the Baltimore Trust Company, Baltimore, Maryland.

Value received, with interest at six per centum per annum, secured by mortgage of even date herewith.

Attest:
J. E. Redmond, Sec'y. 

Fairfax Realty Corp.
By R. R. Fairfax, Pres.

We hereby extend the time of payment of this note to June 15, 1922.

Wm G. Gischel
James Cermak.

For the purpose of foreclosure, we hereby assign this mortgage note to Norman R. Eckard.

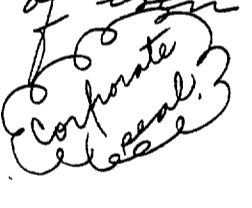
Wm G. Gischel
James Cermak.

Revenue Stamps \$5.50
\$7666.80.

Baltimore, Md. April 25, 1918

Fifty-four months after date the undersigned promises to pay to the order of William G. Gischel and James Cermak the sum of seven thousand six hundred sixty-six dollars and eighty Cents at the Baltimore Trust Company, Baltimore, Maryland.

Value received, with interest at six per centum per annum, secured by mortgage of even date herewith.

Attest:
J. E. Redmond, Sec'y. 

Fairfax Realty Corp.
By R. R. Fairfax, Pres.

For the purpose of foreclosure we hereby assign this mortgage note to Norman R. Eckard.


Wm G. Gischel
James Cermak.

Revenue Stamps \$5.50
7666.80.

Baltimore, Md. April 25, 1918.

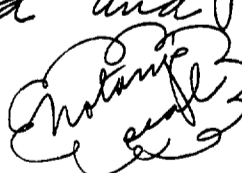
Sixty-six months after date the undersigned promises to pay to the order of William G. Gischel and James Cermak the sum of seven thousand six hundred sixty-six dollars and eighty Cents at the Baltimore Trust Company, Baltimore, Maryland.

Value received, with interest at six per centum per

annum, secured by mortgage of even date herewith.
 Attest:
 J. E. Redmond, Sec'y.  Fairfax Realty Corp.
 By R. R. Fairfax, Pres.

For the purpose of foreclosure, we assign this mortgage note to Norman R. Eckard.
 Wm. G. Gischel.
 James Armak.

Statement of Mortgage Debt. Filed 30th Sept. 1921.
 Statement of the mortgage claim of Norman R. Eckard, Assignee under the mortgage from the Fairfax Realty Corporation to William G. Gischel and James Armak, dated the 25th day of April, 1918, and recorded among the Land Records of Prince Georges County in Liber G. N. No. 147, folio 370 &c.
 Balance due on principal sum of mortgage for \$38,334.00. \$30,667.20
 Interest due from April 25th 1920, to October 1st. 1921, \$2,637.38
 Total \$33,304.58

State of Maryland, City of Baltimore, to wit:
 I Herby Certify, That on this 29th day of September, in the year One Thousand Nine Hundred and Twenty One, before me, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid personally appeared Norman R. Eckard, the Plaintiff in the above entitled cause, and made oath in due form of law that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in said cause now remaining due and unpaid.
 As Witness my hand and Notarial Seal.
 Charles H. Harris,
 Notary Public.

Bond - Filed and approved this 24th day of Sept. 1921.
 Know all Men by these Presents:
 That We Norman R. Eckard of Baltimore, Md. and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty - Two Thousand dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made,

we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 23rd day of September in the year of our Lord nineteen hundred and Twenty-one.

Whereas, the above bounden Norman R. Eckard by virtue of a power contained in a mortgage from The Fairfax Realty Corp. to Wm G. Gischel and James Bernack dated April 25th, 1918, and recorded in Liber G. N. No. 147 folio 371, etc., one of the Land Record Books of Anne Arundel County, is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein and whereas such default has occurred and the said Norman R. Eckard is about to execute the power vested in him in said mortgage.

Now the Condition of the above Obligation is Such, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of
L. Trail Fauble.



Norman R. Eckard, (seal)
Maryland Casualty Company
Per Jas. J. Wilson,
Attorney-in-fact.

Attest:

Wm F. Lehman Jr.

Copy of the original to which the required stamp has been affixed and cancelled.

Power of Attorney.

Know all Men by these Presents: - That the Maryland Casualty Company, a corporation of the State of Maryland, of the City of Baltimore, Maryland, in pursuance of Article 118, Section 7. of the By-Laws of said Company, which said Section has not been amended nor recinded, and of which Section of said By-Laws the following is a true, full and complete copy:

"The President, or any of the Vice-Presidents, shall have power by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint any Attorney-in-Fact or to authorize any person or persons to execute on behalf of the Company, any bonds, recognizances, stipulations, undertakings, deeds, releases of mortgages, contracts, agreements and policies, and to affix the seal of the Company thereto," does hereby nominate, constitute and appoint James J. Wilson

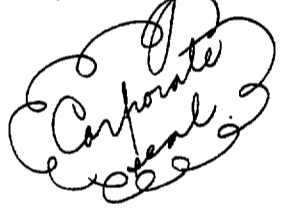
its Attorney-in-Fact at Baltimore in the State of Maryland to make, execute and deliver on its behalf as Surety, and as its act and deed, any and all bonds and writings obligatory, of any kind, character and description, except only that no authority is hereby given to said Attorney-in-Fact to execute any of the following bonds and obligations, to wit: Bonds guaranteeing leaseholds, charter-parties, payments of rentals, Treasurers, sheriffs, constables, liquor and excise bonds public officials collecting taxes.

Such bonds and undertakings for said purposes when duly executed by the aforesaid Attorney shall be binding upon the said Company as fully and to all intents and purposes as if such bonds and undertakings had been duly executed and acknowledged and delivered by the regularly elected officers of the Company.

This instrument annuls, supercedes and revokes all authority contained in a power of attorney dated July 9, 1919, and granted to James T. Wilson, of Baltimore, Maryland.

In Witness Whereof, the Maryland Casualty Company has caused these presents to be signed by its Vice-President and its Assistant Secretary, and its Corporate Seal to be hereunto affixed this 14th day of August, 1920, at the City of Baltimore, Maryland.

Attest:
L. C. Reynolds
Assistant Secretary.



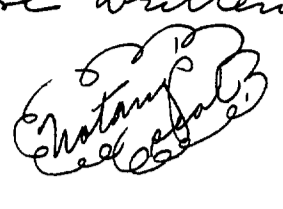
Maryland Casualty Company
By Edw. J. Bond, Jr.
Vice-President.

State of Maryland, City of Baltimore, ss:

In this 14th day of August, A. D., 1920, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came Edw. J. Bond, Jr. Vice-President, and L. C. Reynolds, Assistant Secretary, of the Maryland Casualty Company, to me personally known to be the individuals and officers described in, and who executed the preceding instrument, and they each acknowledged the execution of the same and being by me duly sworn, severally and each for himself deposed and said, that they are the said officers of the Company aforesaid, and that the Seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures, as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the

day and year first above written.
my commission expires }
May 1, 1922.



Edwin C. Ireland,
Notary Public

Report of Sale. Filed 8th Oct. 1921, and Order nisi passed thereon.
To the Honorable, the Judge of said Court:

The report of Norman R. Eckard, Assignee named in the mortgage filed in this case, in default therein, respectfully shows:

That the said mortgage was in default and long overdue and that having given bond with security duly approved, and having advertised the said property for sale (by meets and bounds, fully setting out in description for the purpose of notifying purchasers under contracts of sale as said plots were located in different sections of the development) in the Evening Capital, a newspaper published daily in Annapolis, Maryland, thereby giving more than three weeks' notice of the time, place, terms and manner of sale, and having also circulated hand-bills describing the said property to be sold, he did attend in person at the Court House floor in the City of Annapolis, Maryland, on Saturday, October 1st. 1921, shortly after ten o'clock A. M., and then and there offered said property at public sale and sold the same to the Roland Terrace Corporation, at and for the sum of Thirty Seven Thousand Five Hundred dollars (\$37,500.00) it being the highest bidder therein, and he files herewith one of the hand-bills of said sale on which is endorsed certificate of the auctioneer as to said sale and an agreement of the purchaser to comply with the terms of sale, all of which is respectfully submitted,

Norman R. Eckard,
Assignee.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, That on this 8th day of October, in the year One Thousand Nine Hundred and Twenty-One, before me, the subscriber, the Clerk of the Circuit Court of Anne Arundel County in Equity, personally appeared Norman R. Eckard, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Wm. N. Woodward,
Clerk.

Hand-bill.

Mortgagee's Sale of Valuable Real Estate in the Fifth Election District of Anne Arundel County.

By virtue of a power of sale contained in a mortgage from the Fairfax Realty Corporation to William G. Eschel and James Bernak, bearing date of April 25th 1918, and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 147, folio 371 &c., which said mortgage has been assigned to me, I will sell at the Court House door on the 1st. day of October, 1921, at 10 A. M.,

All that tract of land situate in the Fifth Election District of Anne Arundel County on Annapolis Boulevard, near Brooklyn, Baltimore city, and described as follows:

Beginning for the same at a stone heretofore planted in place of original beginning tree of a tract of land called "Morelet's Choice", being also the beginning of lot No. 4 allotted to Mary R. Thomas by decree of partition dated January 17th, 1854, in case of Marie Thomas et al vs. Mary R. Thomas et al. recorded among the Equity Records of Anne Arundel County in Liber N. H. G. No. 1, folio 269, etc.; and running thence bounding on the first line of said lot No. 4, as surveyed in 1914, north twenty-one degrees twenty-two minutes west three hundred and eight feet eleven inches to a point distant south twenty-one degrees twenty-two minutes east four hundred and thirty-five feet seven inches from the southeast side of a county road, forty feet wide, called Church Street, thence parallel with Church Street, south sixty-nine degrees eight minutes west three hundred and fifty-eight feet seven and one-half inches to the southwest corner of a lot of ground heretofore conveyed to Stanley Verizenski and wife; thence bounding on said lot north twenty degrees fifty-two minutes west four hundred and thirty-five feet seven inches to the southeast side of Church Street aforesaid; thence bounding on the southeast side of Church Street south sixty-nine degrees eight minutes west one hundred feet; thence south twenty degrees fifty-two minutes east four hundred and thirty-five feet seven inches; thence parallel with Church Street, sixty-nine degrees eight minutes west five hundred and thirty feet; thence north twenty degrees fifty-two minutes west four hundred and thirty-five feet seven inches to the southeast side of Church Street, thence bounding on the southeast side of Church Street, south sixty-nine degrees eight minutes west four hundred feet, thence south twenty degrees fifty-two minutes east four

hundred and thirty-five feet seven inches; thence parallel
 with Church Street, south sixty-nine degrees eight min-
 utes west eight hundred feet; thence north twenty degrees
 fifty-two minutes west four hundred and thirty-five
 feet seven inches to the southeast side of Church Street;
 thence binding on the southeast side of Church Street,
 south sixty-nine degrees eight minutes west two hundred
 and sixty-eight feet eight inches to a bend in Church
 Street; thence binding on the south side of Church Street,
 north eighty-six degrees fifty-nine minutes west three
 hundred and ninety-five feet ten inches to another bend
 in Church Street; thence still binding on the south side of
 Church Street, north eighty-six degrees west two hundred
 and sixteen feet nine inches; thence crossing Church
 Street, forty feet wide, and continuing the same direction
 north four degrees east nine hundred and ninety-five
 feet to the end of the third line of a parcel of land
 containing thirteen acres, eighteen perches, described
 in a deed from the Patapsco Company and others to Eli
 J. Henkle, dated March 17th 1863, recorded among the
 Land Records of Anne Arundel county in Liber N. H. G. No.
 11, folio 134, etc., thence binding on the outline of said
 land reversely, as surveyed in 1914, the two following
 courses and distances, viz: north seventy-three degrees
 forty-five minutes west five hundred and eighty-
 seven feet five inches, and south sixteen degrees fif-
 teen minutes west five hundred and twenty-eight feet
 to a small granite stone at the end of the first line
 of said land, being also at the end of the second line
 of the land described in a deed from Joseph A. Eberhart
 and wife to Eli J. Henkle, dated November 17th 1860, re-
 corded among said Land Records in Liber N. H. G. No. 9,
 folio 572, etc.; thence binding on the third line of said
 land, and on the third line of a parcel of land de-
 scribed in a deed from George Sinsheimer and wife
 to Eli J. Henkle, dated November 20th 1860, recorded a-
 mong the Land Records aforesaid in Liber N. H. G.
 No. 9, folio 571, etc. and on the third line of a parcel
 of land containing eight acres described in a deed
 from The Patapsco Company and others to Eli J. Henkle
 dated November 17th, 1859, recorded among the Land
 Records aforesaid in Liber N. H. G. No. 8, folio 618 etc.,
 south eighty-eight degrees west eleven hundred
 and sixty-three feet three inches to the end of the
 third line of said last mentioned land, and to the

beginning of the land secondly described in a deed from
 Eliza Henkle and wife to Edward Stansbury, dated January
 26th, 1869, recorded among said Land Records in Liber
 S. H. No. 3, folio 167 etc.; thence binding on the last line
 of said land reversely, north seventy-nine degrees west
 one hundred and eighty-seven feet nine inches to the
 east side of Light Street Road, thence binding on the
 east side of Light Street Road, the two following courses
 and distances, viz: South eleven degrees west two hundred
 and ninety-three feet two inches and south twelve degrees
 twelve minutes west two hundred and seventeen feet
 seven inches; thence binding on the fifth line of lot No. 3
 allotted to Eliza Henkle in the partition proceedings in
 said case of Marie Thomas et al vs. Mary R. Thomas et
 al, south eighty-eight degrees east twenty-four hundred
 and sixty-eight feet nine inches to the end of said line,
 and to intersect the fifth line of said lot No. 4, allotted
 to Mary R. Thomas as aforesaid; thence binding on the
 outline of said lot No. 4 the six following courses and dis-
 tances, viz: South sixteen degrees east six hundred and
 ninety-three feet, north sixty-nine degrees east seven
 hundred and forty-two feet six inches, north fifty-
 eight degrees east eleven hundred and twenty-two feet,
 north eighty-seven degrees twenty-nine minutes east
 eight hundred seventy-seven feet four inches to an iron
 pipe, north twenty-eight degrees thirteen minutes west
 six hundred and sixty-eight feet three inches to an
 iron pipe and north sixty-eight degrees thirty-two
 minutes east six hundred and sixty feet to the place
 of beginning. Containing one hundred and fifty-three
 and forty-eight one-hundredths acres of land, of
 which one and ninety-two one-hundredths acres is the
 part of bed of Church Street, forty feet wide, included in
 the above description; but saving and excepting from
 the operation and effect of this deed the following lots,
 as shown on the plat of the property of the Curtis Bay
 Realty Company, known as "Roland Terrace", Section A,
 recorded among the Land Records of Anne Arundel County
 in Plat Book Liber G. N. No. 1, folio 149, designated as 4,
 5, 34, 35, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 53, 162,
 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 199, 200, 201,
 202, 203, 204, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217,
 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230,
 237, 254, 259, 277, 289, 290, 291, 294, 295, 296, 297, 298, 299,
 306, 309, 312, 313, 314, 315, 317, 318, 321, 322, 323, 324, 325,

326, 327, 328, 329, 330, 331, 332, 333, 334, 340, 341, 342, 343, 347, 348, 349, 350, 351, 354, 356, 357, 358, 359, 360, 361, 362, 363, 364, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 396, 397, 400, 401, 408, 409, 410, 411, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 470, 471, 472, 473, 474, 475, 476, 494, 495, 496, 497, 498, 534, 536, 537, 538, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 571, 572, 592, 593, 600, 601, 602, 674, 675, 676, 677, 680, 681, 682, 683, 684, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 730, 731, 732, 733, 738, 739, 740, 741, 742; and also saving and excepting from the operation and effect of the sale of this property the following lots, as shown on plat known as Roland Terrace, Plat A. and recorded among the Land Records of Anne Arundel County in Plat Book Liber G. N. No. 1, section 3, folios 215 et al, designated as Lots Nos. 8, 9, 21, 22 and 23 in Block 8, Lots Nos. 56, 57, 58 and 59 in Block 10, Lots Nos. 14 and 15 in Block 13, and Lot No. 33 in Block 14.

Terms of Sale: - A deposit of five thousand dollars (\$5,000.00) will be required of the purchaser at the time of sale and the balance of the purchase money with interest thereon at the rate of six per cent per annum to be paid in cash at the time of ratification of the sale.

For further particulars, apply to Norman R. Eckard,
340, Equitable Bldg., Balto., Md. Assignee.

Annapolis, Md. September 21, 1921.

Publisher's Certificate.

We hereby certify, That the annexed advertisement Mortgagee's Sale of 'Valuable Real Estate' was published in the "Evening Capital and The Maryland Gazette", a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 1st. day of October, 1921, the first insertion appearing on the 7th day of September, 1921.

The Capital Publishing Company.
By Burleigh C. Fooks,
Business Manager.

Annapolis, Oct. 1, 1921,

I have this day sold the within described property at and for the sum of Thirty seven thousand five hundred dollars to Roland Terrace Corporation,
William H. Moss, Auctioneer.

Annapolis, Md. Oct. 1, 1921.

I have this day bought of Norman R. Eckard, Assignee, the within described property at and for the sum of Thirty-seven Thousand Five Hundred dollars and I do hereby agree to comply with the terms of sale, said purchase being for the account of Roland Terrace Corporation.

Roland Terrace Corp.

By James B. Batts, Agent.

Order nisi.

Ordered this 8th day of October, 1921, that the sale of the mortgage real estate of the Fairfax Realty Corporation mentioned in these proceedings, made and reported by Norman R. Eckard, Assignee, be Ratified and Confirmed unless cause to the contrary be shown on or before the 9th day of November, next, provided a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of November, next. The report states the amount of the sale to be Thirty-seven Thousand Five Hundred dollars (\$37,500.00).

Wm. N. Woodward, Clerk.

Office of The Weekly Advertiser,

Annapolis, Md. November 9, 1921,

I hereby certify that the annexed Order nisi in the matter of the Sale of the Mortgaged Real Estate of The Fairfax Realty Corporation No. 4580 Equity was published in The Weekly Advertiser a newspaper published in the City of Annapolis, once a week for three successive weeks before the 9th day of November, 1921.

The first insertion being made the 13th day of Oct. 1921.

The Annapolis Publishing Co.
Publishers
C. H. Tucker.

Ordered by this Court, this 10th day of November, 1921, that the sale made and reported by Norman R. Eckard, Assignee, aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the Order nisi passed in said cause; and the Assignee is allowed the usual commissions and such expenses as he shall produce vouchers for to the Auditor.

Robert Moss, A. J.

Petition and order, in re. Claim of S. H. Neironimus, Second Mortgagee. Filed 16th November, 1921 - and Order same day.

To the Honorable, the Judge of said Court:

The Petition of S. H. Neironimus, by Frank G. Turner, his Solicitor, respectfully shows unto your Honor:-

First: That your Petitioner is the holder of a second mortgage, executed by The Fairfax Realty Corporation, to your Petitioner, dated July 10th 1920, and duly recorded among the Land Records of Anne Arundel County in Liber N. H. M., No. 32, folio 395, etc., on the 14th day of July, 1920. The said mortgage being executed to secure the sum of thirty thousand dollars (and interest at six per cent), the said sum being an indebtedness due your Petitioner by The Fairfax Realty Corporation, the defendant in the above entitled cause.

Second. That the said mortgage held by your Petitioner was subject to a first mortgage executed by The Fairfax Realty Corporation to William G. Gischel and James Carmack, dated April 25th 1918, which said mortgage was assigned to Norman R. Eckard.

Third: That Norman R. Eckard, the Complainant in this cause, pursuant to a power contained in said mortgage of The Fairfax Realty Corporation to Wm G. Gischel, et al., caused the property, covered by two mortgages hereinbefore mentioned, to be sold at Public Auction on the 1st day of October, 1921; the said property being sold to the Beland Terrace Corporation for the sum of \$37,500.00.

Fourth: That said sale has been duly reported to this Court, and your Petitioner is informed that said sale has been duly ratified and confirmed.

Fifth: That purchase money resulting from said sale is more than sufficient to pay the claim of the first mortgage and all proper costs, expenses and the taxes properly chargeable to the land sold in these proceedings.

Sixth: That your Petitioner is entitled to the excess of the said purchase money, after the payment of the proper claim of the first mortgage, and the proper expenses incident to said sale and the payment of the taxes properly chargeable to the land sold in these proceedings.

Your Petitioner therefore prays that he may be allowed to file his claim, in order that the said balance may be added to him, subject to the

usual exceptions.
And as, etc.

Frank G. Turner.
Solicitor for Petitioner.

S. H. Heironimus,
Petitioner.

State of Virginia, City of Roanoke, S.S.:

I hereby certify that on this 14th day of November, 1921, before me, a Notary Public, duly commissioned and qualified in and for said City of Roanoke, Virginia, personally appeared S. H. Heironimus, who signed the foregoing Petition in my presence, and made oath in due form of law that the matters and facts set out in the foregoing Petition are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.
Wm. V. Birchfield Jr.
Notary Public



Upon the foregoing Petition and affidavit it is this 16th day of November, 1921, by the Circuit Court for Anne Arundel County, Ordered:

That S. H. Heironimus he and he is hereby authorized to file his claim covering the amount due on the second mortgage, in the above entitled cause; and the Auditor is hereby directed to audit the balance of the proceeds of sale, after the payment of the first mortgagee's claim and all proper expenses incident to said sale, to S. H. Heironimus subject to the usual exceptions.

Robert Moss, A. J.

Re Foreclosure Mortgage of Fairfax Realty Corp. Filed 12th Dec. 1921.
Exceptions to Auditor's Account.

To the Honorable, the Judges of said Court:

S. H. Heironimus, by Frank G. Turner, his Solicitor, shows unto your Honors:-

First: That as will more fully appear from the report etc., filed in these proceedings the property sold by Norman R. Eckard, "Assignee", was purchased at public auction on October 1st, 1921, at and for the sum of thirty-seven thousand, five hundred dollars (\$37,500.00), and that on the day of said sale there was delivered to the "Assignee" a certified check in the sum of five thousand dollars (\$5,000.00) the same being on account of the said purchase price.

Second: That this exceptant to the account of Norman R. Eckard, "Assignee" is, as will appear by his petition filed in this cause, the owner of a second mortgage covering the property sold by the said Norman R. Eckard, "Assignee" and that pursuant to an appropriate Order of this Honorable Court the surplus over and above the claim of the first mortgagee and the appropriate and legal expenses properly chargeable against the purchase money, was directed to be added to this exceptant on account of his claim secured by his second mortgage.

Third: That the sale made by Norman R. Eckard, Esq. "Assignee" herein before referred to, was reported to this Court and that on or about November 16th, 1921, an account was started by the said "Assignee".

Fourth: That S. H. Heironimus the second mortgagee, as hereinbefore set out, excepts to and therefore prays that said account of the said "Assignee" (i.e. Norman R. Eckard, Esq.) be not confirmed or ratified and for causes says:-

(a) That the said "Assignee" Norman R. Eckard has not charged himself with interest on the five thousand dollars (\$5,000.00) deposit paid him on the day of sale i.e. October 1st. 1921.

(b) That said "Assignee" has not accounted for interest on the balance of the purchase money (amounting to \$32,500.00) as per the terms of the sale. The sale terms providing "the balance of the purchase money with interest thereon at six per cent per annum, to be paid in cash at the time of ratification of the sale".

(c) That the "Assignee", Norman R. Eckard, Esq., has claimed an excessive allowance for taxes, especially in claiming credit for the sum of \$1602.05 as taxes for the year 1921.

(d) That the said "Assignee", has claimed, and as by his account he is allowed, commissions amounting to one thousand and thirty-five dollars (\$1,035.00), whereas he is not entitled to any commission whatsoever.

(e) That the said "Assignee" has claimed, and as by his account is allowed an excessive amount for Court costs and expenses.

(f) That the amount audited to the Assignee of the first mortgage, Norman R. Eckard, Esq., is excessive and greater than the amount due on the first mortgage.

(g) And for other reasons to be hereafter assigned.

Wherefore, this Exceptant S. H. Heironimus, prays that

the Account of Norman R. Eckard, "Assignee", and stated for and on his behalf be disallowed and the same be not ratified; and that a proper account be stated.

And as in duty bound, etc.

S. Heironimus

Exceptant. By F. G. J.

Frank G. Turner,
Solicitor for Exceptant.

Auditor's Report and Account - Filed 10th Jan'y. 1922,

To the Honorable, the Judges of said Court;

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account.

This amended account is filed at the request of the Assignee as the mortgagees have failed to inform him of certain credits on account of these mortgage debts and also that he has overlooked giving credits for interest received on the purchase money recovered by him as the depository had not notified him of this dividend.

All of which is respectfully submitted.

James N. Owens, Auditor.

Cr.

The mortgaged Real Estate of
The Fairfax Realty Corporation in ac. with Norman R. Eckard, Assignee.

Oct. 1 - 1921 -		Oct. 1, 1921	
To Assignee for his Commissions	\$ 1035 00		
" Fee as provided in Mortgage	25 00	\$ 1060 00	
" Assignee for Court Costs viz:			
" Solicitor	10 00		
" Clerk of Court	16 95		
" Auditor	18 00		
" Premium on Bond	96 00	140 95	
" Auditor for this account		9 00	
" Assignee for expenses viz:			
" Advertising (Evening Capital)	80 00		
" " (Advertiser)	6 25		
" " Order this Account	5 00		
" Auctioneer	142 50	233 75	
" Assignee Taxes viz:			
" balance for " 1919	12 00		
" State and County " 1920	650 25		
" " " " " 1921 (3 mos.)	150 52	812 77	
" Assignee for 1/2 Per. Stamp on deed		18 75	
" N. Y. Gisbel and James Cernak Mortgage in full of Mortgage Claims		32673 10	
To S. H. Heironimus 2" Mortgage on acct. this bal. (see Order of Court) Frank G. Turner, Attorney		2930 53	
		\$ 37878 85	\$ 37878 85

We hereby consent to the immediate Ratification of this amended account.

Frank G. Turner,
atty. for Exceptant Heironimus
Norman R. Eckard, Assignee.

Ordered By The Court; this 14th day of January, 1922, that the
aforegoing Report and Account of the Auditor be and the same is
hereby finally ratified and confirmed, no cause to the contrary hav-
ing been shown, and that the Trustee apply the proceeds accord-
ingly with a due proportion of interest as the same has been or may be
received.

Robert Moss, A. J.

Geo. N. F. Mc Mechen, Atty.
vs.
Lattie A. Ringgold

No. 4552 Equity.
In the Circuit Court for
Anne Arundel County.

Petition for Foreclosure - Filed 17th June, 1921.

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent that on the 8th day of July A. D. 1918 the defendant executed and delivered to Robert N. S. Thomas a mortgage upon certain Fee simple property in Anne Arundel County therein described, to secure the payment of the mortgaged debt of \$564.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

And that the same on April 5, 1921, was assigned unto Harry C. Wilson.

And your petitioner pray that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty so.

Geo. N. F. Mc Mechen.

Exhibit "A" - Filed 17th June, 1921.

This Mortgage, made this 8th day of July in the year nineteen hundred and eighteen, by and between Lattie A. Ringgold, single, of Baltimore City, in the State of Maryland, mortgagor, of the first part, and Robert N. S. Thomas, of said City and State, Mortgagee, of the second part.

Whereas, the said mortgagor is justly indebted unto the said mortgagee in the full and just sum of \$564.00, being balance purchase money on hereinafter described property, evidenced by five promissory notes of even date herewith, four for the sum of one hundred dollars (\$100) each and the fifth for one hundred and sixty four dollars (\$164.00), and to become due and payable in three, six, nine, twelve and fifteen months respectively from this date with interest at six per cent per annum, and for the purpose of securing the repayment of said sum, these presents are executed.

Beginning for the same at the northeast corner of a lot of ground containing 6 1/10 acres and running

thence north 16 degrees, east 1205 feet to intersect the outline of the whole tract; thence reversing the line thereto as lately run by C. N. Gould north $73\frac{3}{4}$ degrees West 201 $\frac{1}{2}$ feet, north $51\frac{1}{4}$ degrees West 264 feet; South $88\frac{1}{2}$ degrees West 132 feet; North $70\frac{3}{4}$ degrees West 264 feet; North $65\frac{1}{2}$ degrees West 158 $\frac{1}{2}$ feet; South 73 degrees West 120 feet; South 88 degrees West 1256 feet; North 84 degrees West 162 $\frac{3}{4}$ feet; North 70 degrees 20 minutes West 223 feet; North $81\frac{1}{4}$ degrees West 120 ⁵⁵ feet; South $2\frac{1}{4}$ degrees East 1520 feet to said 61 $\frac{1}{10}$ acres lot, and thence South $86\frac{1}{2}$ degrees East 1383 feet to the beginning. Containing 52 acres of land.

Being the same lot of ground conveyed to within mortgage by deed of even date herewith and intended to be recorded prior hereto among the Land Records of Anne Arundel County.

Together with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Robert N. S. Thomas, his heirs and assigns forever.

Provided that if the said Lattie A. Ringgold, her heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of _____ dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void, and subject to a prior mortgage.

And it is agreed that, until default be made in the premises, the said Lattie A. Ringgold shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Lattie A. Ringgold for herself, her heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement covenant or condition of this mortgage, when the entire

mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Lottie A. Ringgold, her personal representatives or assigns, or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notices as by the said Mortgagee, his heirs, his personal representatives or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of _____ dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, her personal representatives or assigns, or to whomever may be entitled to the same.

And the said Mortgagor for herself, her heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor for herself, her heirs, personal representatives and assigns do hereby covenant to pay, and the said Mortgagee, his personal

representatives or assigns or their said Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission. And the said mortgagee agrees to pay to Jos. N. Murrell \$100, on account of principal of a prior mortgage, October 5, 1918.

Witness the hand and seal of the said mortgagor.
 Test: Lattie A. Ringgold (seal)
 Carlos C. Jennings.

State of Maryland, Baltimore City, to wit:

I Hereby Certify, that on this 8th day of July in the year nineteen hundred and eighteen before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lattie A. Ringgold, (single) the Mortgagor named in the foregoing mortgage and she acknowledged the foregoing mortgage to be her act. At the same time also appeared Robert N. S. Thomas, mortgagee and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

Notary's seal

Carlos C. Jennings,
 Notary Public

Baltimore, Md. April 5, 1921.

For Value Received, I do hereby sell assign and transfer all my right title and interest in and to the within mortgage unto Harry A. Wilson.

Witness my hand and seal the day and date first above written.

Test: Robert N. S. Thomas, (seal).

Geo. N. F. Mc Mechen

Received for Record 8th June at 3 o'clock P. M. and same day recorded in Liber G. N. No. 149, fol. 79. Land Records of Arundel County, Arundel County.

Wm. N. Woodward, Clerk.

For Value Received, I do hereby assign the within mortgage to Geo. N. F. Mc Mechen, Attorney, for purpose of foreclosure.

Witness my hand and seal this 10th day of June, 1921.
 Harry A. Wilson, (seal)

(assignment)

Received for Record 9th day of June, 1921, at 3 o'clock P. M. and same day recorded in Liber 9. N., No. 149, fol. 79, Land Records of Anne Arundel County. Wm. N. Woodward, Clerk.

Statement of Mortgage Claim - Filed 17th June, 1921.

Statement of the Mortgage Claim of Harry C. Wilson under the mortgage from Lattie A. Ringgold to Robert W. S. Thomas dated the 8th day of July, 1918, and recorded among the Land Records of Anne Arundel County in Liber 9. N. No. 149, Folio 77 and which mortgage was subsequently assigned to Harry C. Wilson on the 5th day of April, 1921.

Principal sum	\$564.00
Paid on account	200.00
	<hr/> \$364.00

Bal.

Interest due from July 8th, 1918 to June 8th, 1921 - 2 yrs. 11 mos.

Total

63.68
<hr/> \$427.68

State of Maryland, City of Balto. Ct.:

I hereby certify, that on this 8th day of June in the year nineteen hundred and twenty-one, before me, the subscriber a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Harry C. Wilson, the plaintiff in the above entitled cause and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

(Signature)

Minnie B. Lewis.

Mortgagee's or Attorney's Bond - Filed 11th July, 1921.

Know all Men by these Presents;

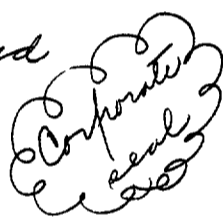
That We George N. F. W. Mecken of Baltimore, Maryland, as principal, and the Maryland Casualty Company a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Six hundred dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 13th day of June in the year of our Lord nineteen

hundred and twenty-one.

Whereas, the above bounden George N. F. Mc Mechen by virtue of a power contained in a mortgage from Rattid A. Ringgold to Robert N. S. Thomas, dated July 8th, 1918 and Recorded in Liber G. N. No. 149, folio 77 and subsequently assigned to Harry A. Wilson, dated April 5th, 1921 and recorded in Liber G. N. No. 149, folio 79 etc., one of the Land Record Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein and whereas such default has occurred and the said George N. F. Mc Mechen is about to execute the power vested in him in said mortgage.

Now the condition of the above obligation is such, that if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of
J. Paul Medford.



Geo. N. F. Mc Mechen (seal)
Maryland Casualty Company,
By Charles F. Lee & Co. Agents.
Per Chas. F. Lee

Countersigned: Winson G. Gott,
Attorney-in-Fact.

Report of Sale - Filed 20th July, 1921.

To the Honorable Judge of the Circuit Court of Anne Arundel County:

The Report of Sale of George N. F. Mc Mechen, Assignee, in the above entitled cause, to make sale of certain real estate in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Advertiser, a weekly newspaper published in Annapolis, Anne Arundel County, Maryland, for more than four successive weeks preceding the day of sale, said Assignee did pursuant to said notice on Tuesday the 12th day of July, 1921, at 11 o'clock A. M., attend at the Court House door for Anne Arundel County, Md., and there and there sold the land mentioned

in the proceedings unto Harry C. Wilson for the sum of \$250 in cash, subject to a prior mortgage of \$800.

State of Maryland, City of Baltimore, Oct.

I hereby certify, that on this 19th day of July, 1921, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared George N. McMechen, Assignee, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

Notary Public Seal

J. Francis Henry,
Notary Public

Handbill & Publisher's Certificate.

Mortgage Sale of Valuable Land located in the Fourth Election District of Anne Arundel County, near Station of the N. B. & A. Railroad.

By virtue of a power of sale contained in a mortgage from Lottie A. Ringgold, dated the 8th day of July, 1918, and recorded among the Land Records of Anne Arundel County in Liber N. G. No. 149, folio 77, etc., the undersigned as assignee of said mortgage will offer at public sale at the Court House door in the City of Annapolis, Maryland, on Tuesday, July 12th, 1921, at 11 o'clock A. M.

All that tract of land situated in the Fourth Election District of Anne Arundel County, consisting of fifty-two acres, more or less, of unimproved land, which is fully and particularly described in a deed from R. W. S. Thomas to Lottie A. Ringgold, dated the 8th day of July, 1918, and recorded among the Land Records of Anne Arundel County in Liber N. G. No. 149, folio 76. This property will be sold subject to a prior mortgage of about \$800.00.

Terms of Sale: Cash or ratification of sale. A deposit of \$50.00 on account of the purchase money will be required of the purchaser on the day of sale.

George N. McMechen, Assignee
14 E. Pleasant St. Baltimore, Md.

Office of The Weekly Advertiser.

Annapolis, Md. Oct 5, 1921.

I hereby certify that the annexed Mortgage Sale of valuable land in the Fourth District of Anne Arundel County - Lottie A. Ringgold was published in The Weekly

Advertiser a newspaper published in the City of Annapolis, once a week for four successive weeks before the 12th day of July, 1921. The first insertion being made the 16th day of June, 1921.

The Annapolis Publishing Co.
Publisher.
C. H. Tucker.

Order nisi

Ordered, this 20th day of July, 1921, That the sale of the property mentioned in these proceedings made and reported by George N. F. Mc Mechen, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of August next.

The report states the property sold for \$250.00 Cash subject to a prior mortgage of \$800.00
Wm. N. Woodward, Clerk.

Office of The Weekly Advertiser.

Annapolis, Md., August 22, 1921.
I hereby certify that the annexed Order nisi George N. F. Mc Mechen, Assignee vs. Lattie Ringgold No. 4552 Equity was published in The Weekly Advertiser a newspaper published in the City of Annapolis, once a week for three successive weeks before the 22nd day of August, 1921. The first insertion being made the 21st day of July, 1921.

The Annapolis Publishing Co.
Publisher.
C. H. Tucker.

Ordered By The Court, This 6th day of October, 1921, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order nisi, passed in said cause, and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.
Robert Moss, A. J.

Auditor's Report and Account. Filed 23rd November, 1921.
 To the Honorable, the Judges of said Court:
 The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account.
 All of which is respectfully submitted.
 James N. Owens, Auditor.

Dr.		Cr.	
The Mortgaged Real Estate of Lottie A. Riggold in ac. with Geo. N. F. M ^r . Mucken, Assignee.			
July 12, 1921.			July 12, 1921.
To the Assignee for his commission		\$ 17 73	By proceeds of sale of real estate
" " " " Court Costs viz:			\$ 250 00
" Solicitor	\$ 10 00		By Interest collected
" Clerk	10 40		3 25
" Auditor	4 50		<u>\$ 253 25</u>
" Premium on Bond	5 00	29 90	
To the Assignee for his expenses viz:			
" advertising, the Advertiser (2 sales)	24 50		
" auctioneer (W. H. Moss)	6 00		
" half of Revenue Stamp	25		
" personal expenses in attending the sale	6 04		
To recording assignment	75	37 54	
To state + city taxes 1920		14 90	
To Harry C. Nilson, mortgagee, this balance on acct. of mortgage debt		153 18	
		<u>\$ 253 25</u>	<u>\$ 253 25</u>
Amount of mortgage debt as per statement filed	\$ 427 68		
By amount allowed supra	153 18		
Balance unpaid	\$ 274 50		

Order nisi.

Ordered, This 23rd day of November, 1921, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 23rd day of December next. Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of 3 successive weeks before the 23rd day of December next.

Wm N. Woodward, Clerk.

Annapolis, Md. December 13th, 1921.

Publisher's Certificate.

We hereby certify, That the annexed advertisement Order nisi George W. McMechen, Assignee, versus Lattie A. Ringgold. In the Circuit Court for Anne Arundel County, No. 455-2 Equity was published in the "Evening Capital and The Maryland Gazette," a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of December, 1921, the first insertion appearing on the 23rd day of November, 1921.

The Capital Publishing Co.
By Burleigh C. Fooks,
Business Manager.

Final Order.

Ordered By The Court, this 21st day of January, 1922, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same had been or may be received.

Robert Moss, A. J.

In the Matter of the
Mortgaged Real Estate of the
Liberty Sand and Gravel Company,
a body corporate.

No. 4543 Equity.
In the Circuit Court for
Anne Arundel County.

Order to docket case. - Filed 1st June, 1921.
Mr. Clerk.

Please docket this suit and file the mortgage marked
Exhibit A.

E. John W. Perell,
Attorney named in mortgage.

Exhibit A - Filed 1st June, 1921.

This Mortgage, made this 23rd day of September in the
year Nineteen hundred and the Liberty Sand
and Gravel Company, a body corporate of the State of Mary-
land, as party of the first part and Theodore Reinbach, of
Anne Arundel County, in the said State of the second part.

Whereas the said body corporate is justly and bona fide
indebted unto the said party of the second part in the
just and full sum of Nine thousand dollars (\$9000.) the
said sum being part of the purchase money for the
tract of land hereinafter described, for which amount
it has passed its nine promissory notes each for
the sum of One thousand dollars, payable in 6, 12, 18,
24, 30, 36, 42, 48 and 54 months respectively after date
and to secure the interest thereon it has passed its
nine other promissory notes, for the respective sums of
\$270.00, \$240.00, \$210.00, \$180.00, \$150.00, \$120.00, \$90.00, \$60.00,
and \$30.00 payable 6, 12, 18, 24, 30, 36, 42, 48 and 54 months
respectively after date. All of said notes bearing even date
herewith and payable to the order of the said party of
the second part.

And to secure the prompt and punctual payment
of all of said notes according to the tenor thereof, these
presents are executed.

Now this Mortgage Witnesseth: - that for and in consid-
eration of the premises and of the sum of one dollar,
the said party of the first part does hereby grant and
convey unto the said party of the second part in
fee simple, - all that tract of land situate in the
Third District of Anne Arundel County, in the State of
Maryland, and described as follows: -

Beginning for the same in the road from Benfield
to Woodneck North thirteen degrees east one half of a

perch from a stone now planted and running thence
 south thirteen degrees west forty perches, south fourteen and
 one-half degrees west thirteen perches south forty one degrees
 west two and two-fifths perches to the Severn River thence
 bounding on said River twenty-two and one-fourth de-
 grees west forty two and one-half perches south twenty two
 degrees west four perches south seven and one-fourth de-
 grees west eighty perches, south, four and one-half degrees
 east eight perches south nineteen and one-fourth degrees
 east nine perches south two degrees west twelve perches
 south seven and one-fourth degrees east sixteen perches
 south ten and one-half degrees west fifteen perches south
 six degrees east five perches south thirty-eight degrees
 east six perches, to Cypress Point, thence North twenty-
 one and three-fourths degrees east eleven perches, north
 fifty and one-half degrees east sixteen perches, north
 sixty-two degrees east eight perches, north eighty-seven
 degrees east four perches, south fifty seven and one-
 fourth degrees east nineteen perches, south seventy-one
 and three-fourths degrees east thirty-three and two-fifths
 perches north eighty four degrees east two perches
 north sixty-two and one-fourth degrees east fifteen perch-
 es, south seventy-nine and one-half degrees east four
 perches to Stephens Creek, thence bounding on said Creek
 north twenty and one-half degrees west four perches
 north six and one-half degrees east eight perches south
 seventy-four and one-half degrees east five and three-
 fourths perches; thence running across said Creek north
 twenty and one-half degrees east eighteen perches to an
 original bounded stone of the land called Piney Grove
 and a tract of land called Egleston's Range thence
 bounding on a line of said tracts, north twenty and
 one-half degrees east one hundred and sixteen perch-
 es to the aforesaid Public Road from Benfield to Broad
 Neck, thence running and bounding on and in said
 Road north sixty-nine degrees west forty-seven perches
 north sixty-four degrees west twenty-eight perches
 north seventy-four and three-fourths degrees west
 eighteen perches, north eighty five and one-fourth
 degrees west twenty-four perches, north eighty and
 three-fourths degrees west fourteen perches, north
 eighty-eight and one-half degrees west fourteen and
 one-half perches to the place of beginning, contain-
 ing one hundred and thirty three acres of land
 more or less. Being the first tract described in a

deed from Theodore Leimbach and wife to the said Mortgagee, dated _____ and recorded prior hereto.

Saving and excepting therefrom those two tracts described in two deeds from Leimbach and wife, one recorded in _____ and one in _____

Together with the buildings and improvements thereon and the rights, roads, ways, water, privileges appurtenances and advantages thereto belonging or in anywise appertaining

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said party of the second part, his heirs and assigns forever, in fee simple.

Provided, that if the said body corporate, its successors, assigns shall well and truly pay or cause to be paid the aforesaid sum of nine thousand dollars, and all interest thereon accrued, when and as the same may be due and payable and shall perform all the covenants herein or thereon to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said party of the first part shall process the aforesaid property upon paying in the meantime all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property which taxes, assessments, public dues charges, Mortgage debt and interest, the said party of the first part, for itself, its successors and assigns, does hereby covenant to pay when legally demandable.

But, if default be made in the payment of said money or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable and it shall be lawful for the said party of the second part his personal representatives or assigns or E. John W. Resell, his or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof, as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee his personal

representatives or assigns, may be deemed expedient, and in the event of a sale of said property, under the powers hereby granted the proceeds, arising from such sale, to apply, First to the payment of the expenses incident to such sale, including a fee of two hundred dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, secondly, to the payment of all claims of the said Mortgagee his personal representatives and assigns, under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, its successors or assigns, or to whoever may be entitled to the same.

And the said Mortgagor, for itself its successors and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity which said expenses, costs and commission, the said Mortgagor for itself, its successors does hereby covenant to pay, and the said Mortgagee his personal representatives or assigns, or E. John W. Revell, his or their said Attorney shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said party of the first part for itself, its successors and assigns, does further covenant to insure and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Five thousand dollars, and to cause

the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee his personal representatives and assigns.

Witness the corporate seal of the said body corporate and the signature of Helmas C. Stutler the President thereof.
Test: The Liberty Sand and Gravel Company (seal)
Emma C. Bosch. By Helmas C. Stutler,
President.

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 23rd day of September, in the year nineteen hundred and nineteen before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Helmas C. Stutler, the President of The Liberty Sand and Gravel Company, a body corporate, the Mortgagee named in the foregoing mortgage and acknowledged the foregoing mortgage to be the act of the said body corporate.

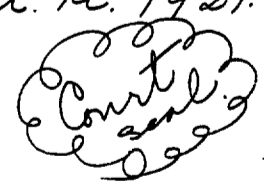
At the same time also appeared Theodore Leimbach, the within named Mortgagee and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

As Witness my hand and Notarial Seal
(Corporate seal) Emma C. Bosch,
(Notary seal) Notary Public.
Recorded 9th October 1919.

State of Maryland, Anne Arundel County, Set:

I hereby certify that the foregoing mortgage is truly taken and copied from Liber N. N. B. No. 18, folio 166, etc., one of the Land Record Books for Anne Arundel County.

In Testimony Whereof I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County. This 5th day of April, A. D. 1921.



Wm. N. Woodward, Clerk.

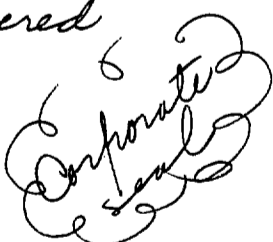
Mortgagee's or Attorney's Bond, Filed & approved 13th June 1921.

Know all Men by these Presents,

That We E. John W. Resell of Baltimore City, Maryland and The Maryland Casualty Company of Maryland, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of eight thousand (\$8,000) dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 13th Day of June in the year of our Lord one thousand nine hundred and twenty-one.

Whereas, the above bounden E. John W. Resell by virtue of a power contained in a mortgage from The Liberty Sand & Gravel Company, a body corporate, to Theodore Seimbach dated September 23, 1919 and recorded in Liber N. N. N. No. 18, folio 166 &c., one of the Land Records Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein and whereas such default has occurred and the said E. John W. Resell is about to execute the power vested in him in said mortgage.

Now, the Condition of the Above Obligation is Such That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of
Emma C. Bosch 

E. John W. Resell (seal)
The Maryland Casualty Co. of
Maryland.
Per Charles Lee & Co., Agents.
By Charles F. Lee

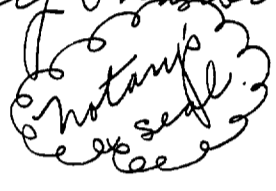
Attest:
Wmison G. Gott,
Atty-in-Fact.

Statement of Claim - Filed 18th June, 1921.

Balance due on principal	\$ 8000.00
Interest six months due Sept. 23, 1920	240.00
Interest six months due March 23, 1921	240.00
Interest from March 23, 1921 to June 24, 1921	<u>124.00</u>
	\$ 8604.00

State of Maryland, City of Baltimore, to wit:
 I Hereby Certify, that on this 16th day of June, 1921, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Theodore Leimbach, the Plaintiff named in the above entitled case and made oath in due form of law that the foregoing account is correct as stated.
 As Witness my hand and Notarial Seal.
 Emma L. Bosch,
 Notary Public.

(Revenue Stamps \$6.00)
\$240.00



Baltimore, Md. Sept. 23, 1919.
 The Liberty Sand & Gravel Company
 Twelve months after date _____ promise to pay to the order of Theodore Leimbach - Two hundred and forty dollars at Value received.
 Alexander N. Andrews, Secretary.
 The Liberty Sand & Gravel Co.
 By Helmas C. Stutler, President

(Revenue Stamps \$20.00)
 \$1000.00

Baltimore, Md. Sept. 23, 1919.
 The Liberty Sand & Gravel Company
 Twelve months after date _____ promises to pay to the order of Theodore Leimbach One thousand dollars at Value Received
 Alex. N. Andrews, Secretary.
 The Liberty Sand & Gravel Company
 By Helmas C. Stutler, President.

(Revenue Stamps \$6.00)
 \$210.00

Baltimore, Md. Sept. 23, 1919.
 The Liberty Sand & Gravel Co.
 Eighteen months after date _____ promise to pay to the order of Theodore Leimbach Two hundred and ten dollars at Value received
 Alex. N. Andrews, Secretary.
 The Liberty Sand & Gravel Co.
 By Helmas C. Stutler, President.

(Revenue Stamps \$20.00)
\$1,000.00

Baltimore, Md., Sept. 23, 1919.

The Liberty Sand & Gravel Company.

Eighteen months after date _____ promises to pay to the order of Theodore Leimbach One thousand dollars at Value received.

Alex. N. Andrews,
Secretary.

The Liberty Sand & Gravel Co.
By Helmas C. Stutler, President

(Revenue Stamps \$4.00)
\$180.00

Baltimore, Md., Sept. 23 - 1919.

The Liberty Sand & Gravel Company.

Twenty-four months after date _____ promise to pay to the order of Theodore Leimbach One hundred and eighty dollars at Value received.

Alex. N. Andrews,
Secretary.

The Liberty Sand & Gravel Company.
By Helmas C. Stutler,
President.

(Revenue Stamps \$20.00)
\$1,000.00

Baltimore, Md., Sept. 23, 1919.

The Liberty Sand & Gravel Company.

Twenty-four months after date _____ promises to pay to the order of Theodore Leimbach One thousand dollars at Value received.

Alex. N. Andrews,
Secretary.

The Liberty Sand & Gravel Co.
By Helmas C. Stutler, President.

Revenue Stamps \$4.00
\$150.00

Baltimore, Md. Sept. 23, 1919.

The Liberty Sand & Gravel Co.

Thirty months after date _____ promise to pay to the order of Theodore Leimbach One hundred and fifty dollars at Value received.

Alex. N. Andrews,
Secretary.

The Liberty Sand & Gravel Co.
By Helmas C. Stutler, Pres.

(Revenue Stamp \$20.00)
\$1,000.00

Baltimore, Md. Sept. 23, 1919.

The Liberty Sand & Gravel Company.

Thirty months after date _____ promises to pay to the order of Theodore Leimbach One thousand dollars at Value received.

Alex. N. Andrews,
Secretary.

The Liberty Sand & Gravel Co.
By Helmas C. Stutler,
President.

(Revenue Stamps \$4.00)
\$120.00

Thirty-six months after date — promise to pay to the order of Theodore Leimbach One hundred and twenty dollars at Value received

Alex. N. Andrews
Secretary.

Baltimore, Md. Sept. 23-1919.

The Liberty Sand & Gravel Company

The Liberty Sand & Gravel Co.
By Helmas C. Stutler, President.

(Revenue Stamp \$20.00)
\$1000.00

Thirty-six months after date — promises to pay to the order of Theodore Leimbach One thousand dollars at Value received

Alex. N. Andrews
Secretary

Baltimore, Md. Sept. 23-1919.

The Liberty Sand & Gravel Co.

The Liberty Sand & Gravel Co.
By Helmas C. Stutler, Pres.

(Revenue Stamp \$2.00)
\$90.00

Forty-two months after date — promise to pay to the order of Theodore Leimbach Ninety dollars at Value received

Alex. N. Andrews
Secretary

Baltimore, Md. Sept. 23-1919.

The Liberty Sand & Gravel Co.

The Liberty Sand & Gravel Co.
By Helmas C. Stutler, Pres.

(Revenue Stamps \$20.00)
\$1000.00

Forty-two months after date — promises to pay to the order of Theodore Leimbach One thousand dollars at Value received

Alex. N. Andrews
Secretary.

Baltimore, Md. Sept. 23-1919.

The Liberty Sand & Gravel Co.

The Liberty Sand & Gravel Co.
By Helmas C. Stutler, Pres.

(Revenue Stamp \$2.00)
\$60.00

Forty-eight months after date — promise to pay to the order of Theodore Leimbach Sixty dollars at Value received

Alex. N. Andrews
Secretary.

Baltimore, Md. Sept. 23-1919.

The Liberty Sand & Gravel Co.

The Liberty Sand & Gravel Co.
By Helmas C. Stutler,
President

(Revenue Stamps \$20.00)
\$1,000.00

Baltimore, Md. Sept. 23-1919.
The Liberty Sand & Gravel Co.

Forty-eight months after date - promises to pay to the order of Theodore Reinbach One thousand dollars at

Value received
Alex. N. Andrews
Secretary.

The Liberty Sand & Gravel Co.
By Helmas C. Stutter, Pres.

(Revenue Stamp \$20.00)
\$1,000.00

Baltimore, Md. Sept. 23-1919.
The Liberty Sand & Gravel Co.

Fifty-four months after date - promises to pay to the order of Theodore Reinbach One thousand dollars at

Value received
Alex. N. Andrews
Secretary.

The Liberty Sand & Gravel Co.
By Helmas C. Stutter, Pres.

(Revenue Stamp 3.00)
\$30.00

Baltimore, Md. Sept. 23, 1919
The Liberty Sand & Gravel Co.

Fifty-four months after date - promise to pay to the order of Theodore Reinbach Thirty dollars at

Value received
Alex. N. Andrews,
Secretary.

The Liberty Sand & Gravel Co.
By Helmas C. Stutter, Pres.

Report of Sale. Filed 6th July, 1921

To the Honorable, the Judge of said Court:

The Report of sale of C. John W. Perell, attorney named in the mortgage filed in these proceedings, respectfully shows: That default having occurred in the terms and conditions of said mortgage, he gave bond with security for the faithful discharge of his trust, which bond was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisement inserted in the Weekly Advertiser, a newspaper published in Anne Arundel County, State of Maryland, for more than three successive weeks preceding the day of sale, and also by advertisement published in the Baltimore Sun and the Washington Post, and by hand-bills posted in conspicuous places in said County, the said attorney named in said mortgage did pursuant to said notice on Friday, the 24th day of June, 1921, beginning at one o'clock, P. M., attend on the premises and then

and there sold the property and lots described in the advertisement and plat annexed hereto as part hereof.

To Charles E. Chance for the sum of fifteen hundred dollars (\$1500.00) Lot No. 6.

To Ernest Kinder for the sum of eight hundred and twenty five dollars (\$825.00) Lot No. 7.

To William J. Ruttner at and for the sum of six hundred and fifty dollars (\$650.00) Lot No. 8. Sold under E. C. Chance forth

To ~~William J. Ruttner~~ ^{Ernest Kinder} for the sum of eight hundred and twenty-five dollars (\$825.00) Lot No. 5.

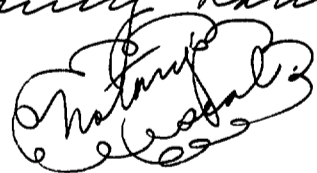
To Robert Combs for the sum of twenty-one hundred and fifty dollars (\$2150.00) the tract of land containing 57.659 acres of land, improved by dwelling and barn and known as the home place of farm.

All of the above sales were made one-third cash on ratification, one-third in three months, and the remaining one-third in six months.

Respectfully submitted.
E. John W. Rexell,
Attorney named in Mortgage.

State of Maryland, City of Baltimore, Oct.

I hereby certify, that on this 30th day of June, 1921, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared E. John W. Rexell, Attorney named in mortgage, and made oath in due form of law that the facts stated in the foregoing Report of Sales are true, as therein set forth, and that the sales thereby reported were fairly made.

As witness my hand and notarial seal.
 Emma C. Rosch,
Notary Public.

Hand-bill.

Mortgagee's Sale of Valuable Farm, Sandbanks and Building Sites on Severn River.

By virtue of the power of sale contained in a mortgage from the Liberty Sand and Gravel Company to Theodore Reinbach, dated the 23rd day of December 1919, and recorded among the Land Records of Anne Arundel County in Liber G. N. No. N. N. N. 18, folio 166, and by virtue of an order of the District Court of the United States for the District of Maryland, passed on the 27th day of May, 1921, the undersigned will offer at public sale on the premises

near Robinson Station on the Short Line Electric Railroad, the following properties on Friday, June 24, 1921, at 10 o'clock P. M.

First: All those valuable sand banks on the Severn River about eight miles above Annapolis, consisting of about twelve acres, upon which are valuable deposits of sand good for building purposes and also for the manufacture of glass and convenient to the Short Line Railroad and the Annapolis-Baltimore boulevard, for shipping purposes and located immediately on the Severn River.

Second: The farm of about fifty-seven and one-half acres of land, improved by frame dwelling house and good barn, valuable timber and large fresh water lake stocked with fish, with frontage on Stevens Creek and landing thereon about six hundred feet from the Severn River, of which said creek is an arm.

Third: Lot No. 5 and Lot No. 6, adjoining the Boy Scout Camp on Severn River and both fronting on the river; Lot No. 5 containing one and one sixth acres of land more or less, and Lot No. 6 containing four and four fifths acres of land, more or less.

Fourth: Lot No. 7 containing two and three fourths acres, more or less, and Lot No. 8, containing two and one-fifth acres more or less, Lot No. 9 containing two acres, more or less and Lot No. 10 containing two acres, more or less.

These lots are beautifully located on the Severn River, convenient to boulevard and Short Line Railroad for quick and frequent communication with Baltimore and Annapolis.

A plat of the property, showing roads, location and all subdivisions of the property can be seen at the office of the undersigned.

Terms of Sale: One-third cash on ratification; one-third three months and the balance six months, to be secured to the satisfaction of the attorney and trustees, or all cash at the purchaser's option. A deposit of 10 per cent. will be required of the purchaser at time of sale.

N. B. Automobiles will meet persons desiring to attend the sale with a view to purchasing the property, at Robinson Station, on the Short Line Railroad, at eleven o'clock on morning of sale and from time to time till 12:45 o'clock.

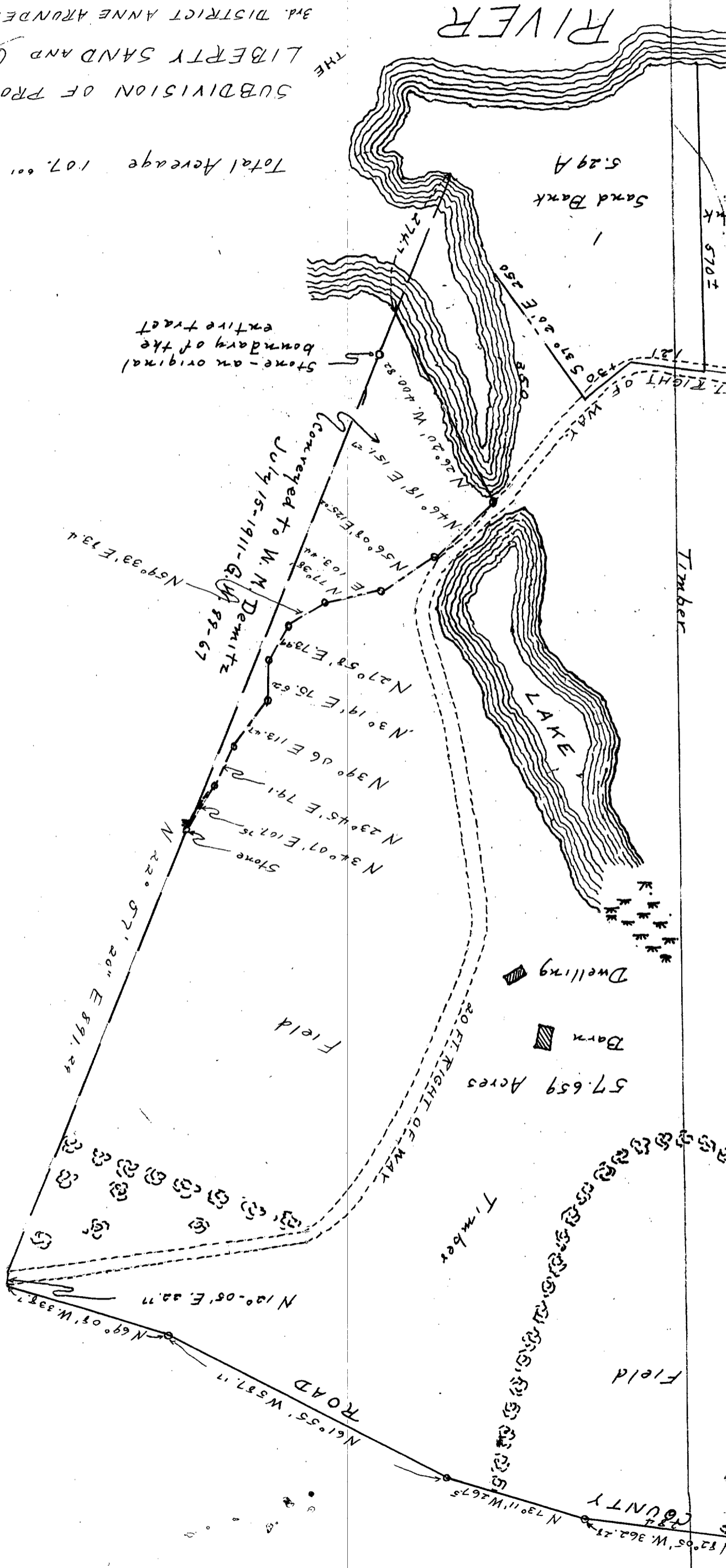
Charles F. Lee,
Annapolis, Md.

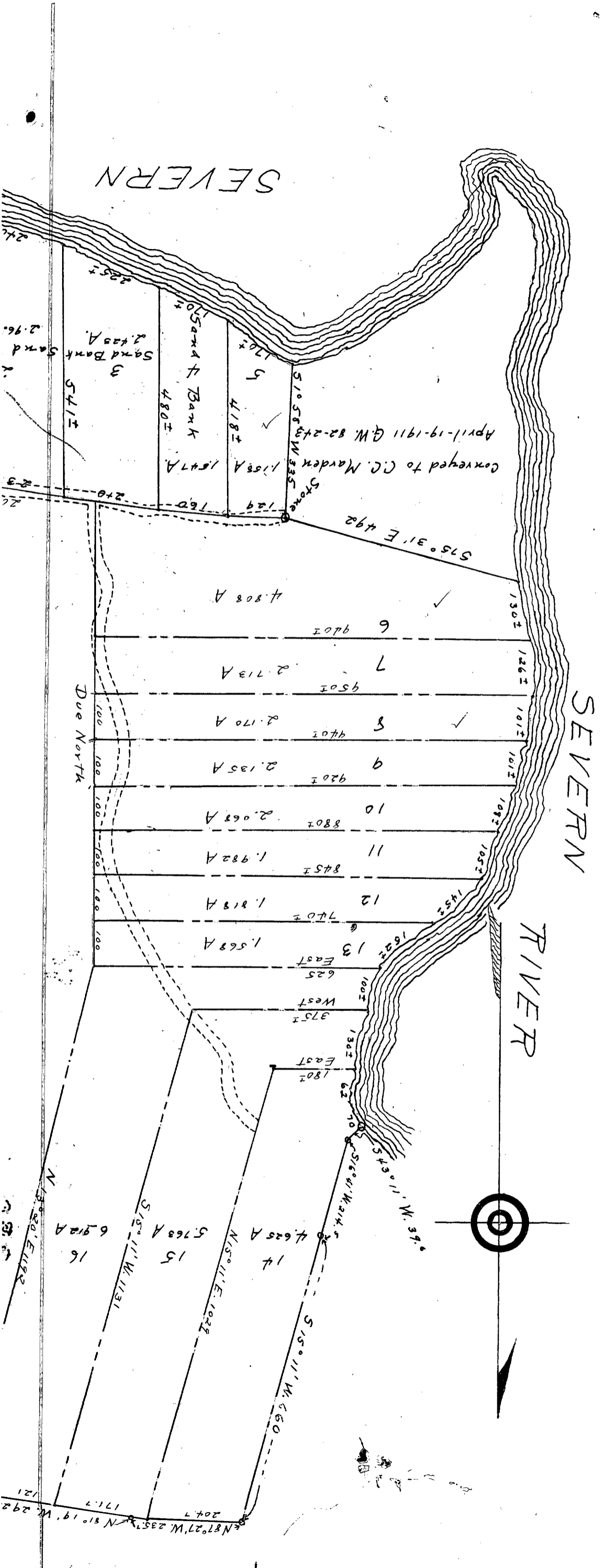
E. John W. Russell,
Attorney named in Mortgage
1308 Fidelity Bldg. Balto., Md.
John H. Sheen
Equitable Bldg. Balto. Md.

Trustees in Bankruptcy of the
Liberty Sand & Gravel Co.

THE SUBDIVISION OF PROPERTY OF
 THE LIBERTY SAND AND GRAVEL CO.
 3rd DISTRICT ANNE ARUNDEL COUNTY, MD.
 Scale 1" = 200' May 1921.
 Walter C. Munroe,
 CIVIL ENGR. Annapolis, Md.

Total Area 107.000





Order nisi.

Ordered, this 6th day of July, 1921, That the sale of the property mentioned in these proceedings made and reported by E. John W. Perell, Atty. Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 8th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of August next.

The report states the amount of sales to be \$6750.00
Wm. N. Woodward, Clerk.

Office of The Weekly Advertiser.

Annapolis, Md. August 8, 1921.

I hereby certify that the annexed Order nisi in the matter of the Mortgaged Real Estate of the Liberty Sand & Gravel Company, a body corporate - No. 4543 Equity was published in The Weekly Advertiser a newspaper published in the City of Annapolis, once a week for three successive weeks before the 8th day of August, 1921. The first insertion being made the 14th day of July, 1921.

The Annapolis Publishing Co.
Publisher - C. N. Tucker.

Ordered by the Court, This 12th day of August, 1921, that the sales made and reported by the attorney aforesaid be and the same are hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order nisi, passed in said cause; and the Atty. allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss, A. J.

Supplemental Report of Sale. Filed 2nd August, 1921.

To the Honorable, the Judge of said Court

The Supplementary Report of Sale of E. John W. Perell, attorney named in the mortgage filed in these proceedings, respectfully shows: That default having occurred in the terms and conditions of said mortgage, he gave bond with security for the faithful discharge of his trust which bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Weekly Advertiser, a newspaper published in Anne Arundel County, State of Maryland, for

more than three successive weeks preceding the day of sale, and also by advertisement published in the Baltimore Sun and the Washington Post, and by hand-bills posted in conspicuous places in said County, the said attorney named in said mortgage did pursuant to said notice on Friday, the 24th day of June, 1921, beginning at one o'clock, P. M. attend^{on} the premises and then and there sold the property and lots described in the advertisement hereto annexed as part hereof, and also described in the plat made by Walter Mumroe, and filed with the First Report of sale made by the said attorney named in mortgage.

To Philip Morgan for the sum of four thousand dollars (\$4000.00) lots nos. 1, 2, 3 and 4, known as the Sand Banks

The above sale was made for one-third cash, on ratification, one-third cash in three months, and the remaining one-third in six months.

The above sale was inadvertently omitted by the attorney named in mortgage in his First Report of Sale filed in these proceedings.

Respectfully submitted.

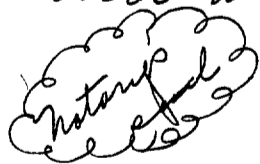
E. John W. Revell.

Atty. named in mortgage.

State of Maryland, City of Baltimore, to wit:

I hereby certify, that on this 26th day of July, 1921, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared E. John W. Revell, Attorney named in mortgage and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and notarial seal.



Emma C. Bosch,
Notary Public.

We hereby agree to the immediate ratification of the above reported sale.

Philip Morgan,
Purchaser

E. John W. Revell,
Atty. for mortgagee.
James M. Mumroe,
Charles F. Lee,
Trustees of Liberty Sand &
Gravel Co.

Ordered by the Court this 12th day of August, 1921 upon the consent in writing of all parties in interest hereon endorsed that the within reported sale be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown and none appearing to the Court.
Robert Cross, A. J.

Petition.

- Filed 25th October, 1921.

To the Honorable, the Judge of said Court:

The petition of E. John W. Kerell, attorney named in mortgage, respectfully represents unto your Honor:

(1) That in execution of the authority vested in him under the mortgage filed in these proceedings, default having occurred thereunder, he sold, on the 24th day of June, 1921, the property mentioned in these proceedings to various purchasers, among whom was a certain Charles E. Chance, who purchased Lots Nos. 6 and 9 on the plat filed with the Report of Sale for the respective sums of fifteen hundred dollars and eight hundred dollars, upon the following terms and conditions: one-third cash on ratification, one-third in three months and the balance in six months, the credit payments to be secured to the satisfaction of the attorney named in mortgage.

(2) That the said sale has been duly reported to and ratified by this Court as by the said report and proceedings thereon now in this Court will fully appear.

(3) That the said Charles E. Chance has paid two hundred and fifty dollars of the said purchase money, and although he has been duly notified of the ratification of the sale, so made to him, as aforesaid, and has been requested by your petitioner to pay for the same, he has not complied with the terms of said sale.

Your petitioner, therefore, prays that the said Charles E. Chance may be compelled by decree or order of this Court to pay the balance of the said purchase money with interest thereon, and in default thereof that the said property may be decreed to be sold at the risk of the said Charles E. Chance for the payment of the same.

(2) And that your petitioner may have such other and further relief as his case may require.

And as in duty bound &c.

E. John W. Kerell,
Attorney named in Mortgage.

State of Maryland, City of Baltimore, to wit:

I Heresby Certify, that on this 25th day of October, 1921, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared E. John W. Acell, attorney named in mortgage, the above-named petitioner, and made oath in due form of law that the matters and facts set forth in the said petition are true as therein stated.

Witness my hand and Notarial seal.



Emma C. Bosch,
Notary Public.

Upon the foregoing petition and affidavit, it is this 25th day of October, 1921, ordered by the Circuit Court for Anne Arundel County that the said Charles E. Chance bring into this Court the sum of two thousand and fifty dollars, with interest thereon from the 12th day of August, 1921, or show cause to the contrary on or before the 10th day of November, 1921, provided a copy of this order together with a copy of the foregoing petition be served on the said Charles E. Chance on or before the 1st day of November, 1921.

Robert Moss, A. J.

Copy of Order of Court served on Charles E. Chance and copy of same left with him on October 29th, 1921.

Thos. S. Love, Sheriff.

Auditor's Report and Account - Filed 5th December, 1921.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, which is self explanatory.

All of which is respectfully submitted.

James W. Owens,
Auditor.

Dr. The Mortgaged Real Estate of Liberty Sand and Gravel Company in ac. with E. J. N. Rosell, Attorney.

June 24, 1921.		June 24-1921.		
To the Attorney for his commission	352 50		By proceeds of sale to Charles E. Chance (Lot #6)	1500 00
" " fee provided for in mtg.	200 00	552 50	To Charles E. Chance (Lot #9)	800 00
" " for Court costs viz:			To Ernest Knider (Lot #7)	825 00
" Solicitor	10 00		To Mrs. J. Buttner (Lot #8)	650 00
" Clerk of Court	19 10		To Herman J. Knider (Lot #5)	825 00
" Sheriff	1 25		To Robt Combs (Farm)	2150 00
" E. J. N. Rosell (for copy)	5 00		To Philip Morgan (Lots #, 2, 3, 4) known as "The Sand Banks"	4000 00
" Premium on bond	24 00			10750 00
" Auditor	18 00	75 35		
To the Atty. for his expenses viz:				
" Advertising (Advertiser Republican)	38 75			
" Order Misc (on this account)	5 00			
" Advertising (Washington Post)	20 16			
" " (Baltimore Sun)	33 60			
" Survey (W. C. Mumrae)	15 00	143 51		
" State and County taxes 1920	180 00	180 00		
" Theodore Leimbach, mortgagee, in full of mortgage debt and interest as per statement filed		8604 00		
To The Liberty Sand & Gravel Company this balance		1194 64		
		10750 00		10750 00

Order nisi.

Ordered, This 5th day of December, 1921, That the Report and Account of the Auditor, filed this day in the above entitled cause Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 5th day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of January next.

Wm. N. Woodward,
Clerk.

Office of The Weekly Advertiser.

Annapolis, Md., January 5th 1922.

I hereby certify that the annexed Order nisi (The Mortgaged Real Estate of the Liberty Sand & Gravel Company No. 45-43 Equity) was published in The Weekly Advertiser a newspaper published in the City of Annapolis, once a week for three successive weeks before the 5th day of January, 1922. The first insertion being made the 8th day of December, 1921.

The Annapolis Publishing Co.
Publisher,
C. H. Tucker.

Final Order. Filed Jan. 7, 1922.

Ordered by the Court, this 7th day of January, 1922, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Robert Moss, A. J.

Annie D. Jacobs, widow,
 Robert E. Jacobs and
 Elizabeth Jacobs, his wife,
 Margaret A. Jacobs, infant,
 Mary H. Jacobs, infant, by
 their mother and next friend,
 Annie D. Jacobs,
 vs.

No. 4567 Equity.
 In the Circuit Court for
 Anne Arundel County.

Eugene Wesley Jacobs, unmarried.

Bill of Complaint- Filed 3rd August, 1921.

To the Honorable, the Judge of said Court:

The Bill of Complaint of Annie D. Jacobs, Robert E. Jacobs, Elizabeth Jacobs, his wife, Margaret A. Jacobs, infant, and Mary H. Jacobs, infant, by their mother and next friend, Annie D. Jacobs, respectfully shows unto your Honor:

First: That Eugene E. Jacobs, late of Anne Arundel County, deceased, was, at the time of his death seized in fee of a lot of ground in said county on the east side of Light Street Road, by virtue of a deed to him from John Jacobs and wife, dated May 4th, 1892, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 41, folio 212, which deed is herewith filed as Plaintiffs Exhibit No. 1, and prayed to be taken as a part hereof, except four (4) portions of said lot of ground which were conveyed by the said Eugene E. Jacobs and wife as follows;

(a) By deed to John W. Brooks, dated December 28th, 1894, and recorded among the Land Records of said County in Liber S. H., No. 50, and J. C. B., No. 1, folio 207.

(b) To Charles F. Clark and wife, dated June 1st, 1885, and recorded among said Land Records in Liber J. C. B. No. 2, folio 427.

(c) To Charles F. Clark and wife, dated July 2nd, 1896, and recorded among said Land Records in Liber G. H. No. 2, folio 495.

(d) To Edward P. Keys and wife, dated October 13th, 1908, and recorded among said Land Records in Liber G. H. No. 64, folio 32.

Second: That being so seized of the land aforesaid the said Eugene E. Jacobs died intestate in the year 1911, leaving surviving him his widow, the Plaintiff Annie D. Jacobs, and four (4) children, the Plaintiff Robert E. Jacobs, of full age, the defendant Eugene Wesley Jacobs of full age, and the plaintiffs Margaret A. Jacobs and Mary H. Jacobs, infants under the age of twenty-one

years, as his sole heirs at law in whom the title to said land is now vested in fee simple.

Third: That the land above referred to cannot be divided in kind without loss or injury to the parties interested therein and that a sale thereof will be necessary, to which sale the said plaintiff Annie L. Jacobs, as widow and doweress of the said Eugene E. Jacobs, hereby consents.

Fourth: That the plaintiffs herein, the said Annie L. Jacobs, acting on behalf of her infant children, Margaret A. Jacobs and Mary M. Jacobs, have contracted to sell the property herein referred to unto the defendant, Eugene Wesley Jacobs, at and for the sum of \$3500.00, which price is the full value thereof and as much, if not more, than could be obtained at public sale.

Fifth: That a ratification by this Court of the contract of sale of said land above referred to would be to the benefit and advantage of all the parties to this suit.

To the end, therefore,

(1) That a decree may be passed for the sale of the property herein referred to and a trustee appointed to make said sale, and

(2) That the contract of sale herein referred to may be ratified and confirmed by this Honorable Court and a trustee, so appointed, directed upon the payment to him of the purchase price to execute a deed therefor to the purchaser thereof, and

(3) That plaintiffs may have such other and further relief as their case may require.

May it please your Honor to grant unto the plaintiffs the States writ of subpoena directed to the defendant commanding him to be and appear in this Court on some day to be therein fixed and to answer this Bill of Complaint and abide by and perform such decree as may be passed herein.

And as in duty bound &c.

John J. Rowe,
Solicitor for Plaintiffs.

State of Maryland, Baltimore City, to wit:

I hereby Certify that on this 30th day of July, in the year one thousand nine hundred and twenty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Annie L. Jacobs, one of the com-

plaintants named in the foregoing Bill of Complaint, and made oath in due form of law that the matters and facts set forth in said Bill of Complaint are true as therein stated, to the best of her knowledge and belief.

As Witness my hand and Notarial Seal.

(Notary Seal)

Frank P. McHaff,
Notary Public.

July 22, 1921,

Mr. John J. Rowe,
Attorney at Law,
Baltimore, Maryland.

Dear Sir:-

I hereby authorize you to use my name as next friend of my infant children, Margaret A. Jacobs and Mary M. Jacobs, in a bill to be filed in the Circuit Court for Anne Arundel County for the sale of the real estate situate in Anne Arundel County of which my husband, Eugene E. Jacobs, died seized.

Respectfully,
Annie L. Jacobs.

Answer - Filed 3rd August, 1921.

To the Honorable, the Judge of said Court:

The answer of Eugene Wesley Jacobs to the Bill of Complaint of Annie L. Jacobs, et al., against him in this Court filed, respectfully shows unto your Honor;

This respondent admits the matters and facts set forth in said bill of complaint and consents to the passage of the decree for the relief therein prayed.

And as in duty bound, &c.

Edwin Eareckson Jr.
Attorney for Respondant.

Decree - Filed 9th Sept. 1921.

The above cause standing ready for hearing and being submitted, the bill, answer, deposition and all the other proceedings were by the Court read and considered, it is thereupon this 9th day of September, 1921, by the Circuit Court for Anne Arundel County, adjudged, ordered and decreed that the property referred to in said bill of complaint be sold and that John J. Rowe be and he is hereby appointed trustee to make said sale.

And it appearing to the Court that the contract of sale referred to in said bill of complaint would be to the

benefit and advantage of all the parties interested therein it is hereby adjudged, ordered and decreed that said contract of sale be and the same is hereby ratified and confirmed and the said trustee is hereby authorized and directed, after filing with the Clerk of this Court a corporate bond to the State of Maryland, executed by himself and a surety to be approved by this Court in the penalty of Thirty-five Hundred dollars, for the faithful performance of the trust reposed in him by this decree, upon receipt of the purchase money for said property, by a deed apt and proper for that purpose, to convey to the purchaser the property referred to in said bill of complaint, free, clear and discharged from all the claims of the parties hereto, complainants and defendants, and those claiming by, from or under them, or either of them, or any of them.

And the said trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Robert Moss, A. J.

Report of Trustee. Filed 22nd Sept. 1921.

To the Honorable, the Judge of said Court:

The report of John D. Rowe, Trustee, respectfully shows that he has received from Eugene Wesley Jacobs the sum of Thirty-five Hundred dollars, being the purchase price for the property mentioned in these proceedings, and has executed and delivered to said Eugene Wesley Jacobs a deed conveying to him the fee simple title to said property.

Wherefore said Trustee requests that the papers in these proceedings be referred to the auditor of this Court for the purpose of stating an account.

And as in duty bound. &c.

John D. Rowe,

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 21st day of September, 1921, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared John D. Rowe, Trustee and made oath in

due form of law that the matters and facts set forth in the above Report are true to the best of his knowledge and belief.
Witness my hand and Notarial Seal.

Notary Seal

Frank P. de Hoff,
Notary Public.

Let the papers be referred to the auditor, as prayed.

Petition for leave to take testimony. Filed Aug. 16th, 1921.
To the Honorable the Judge of the Circuit Court for Anne Arundel Co.:

The petition of the plaintiffs in this case respectfully represents that they desire to take testimony in this cause, and prays that leave be granted him to do so before one of the standing examiners of this Court.

John J. Rowe,
Solicitor for the plaintiffs.

Ordered this 16th day of August, 1921, by the Circuit Court for Anne Arundel County that leave be granted to the parties to this cause to take testimony, as prayed, before any one of the standing examiners of this Court.

Robert Moss, A. J.

Testimony - Filed 31st August, 1921.

Pursuant to an order passed in the above entitled cause on August 16, 1921, the following testimony was taken before me on the same day at my office in the City of Annapolis, John L. Rowe Esq., appearing for the plaintiffs. There being no further witnesses to be heard, the testimony is closed, and is returned to the Court.

Hugh R. Riley (seal)
Examiner.

Mrs. Annie L. Jacobs, a competent witness of lawful age, and one of the plaintiffs in this case, was duly sworn, and testified as follows:

1st Q. What is your name? Age? Residence? Do you know the parties to this suit?

Ans. Mrs. Annie L. Jacobs, age 54 years; Brooklyn, Anne Arundel County, Maryland. I am one of the plaintiffs and the other parties are my children.

By Mr. Rowe;

2nd Q. Mrs. Jacobs did you know Eugene E. Jacobs?

Ans. Yes, he was my husband, who died in the year 1911.

3rd Q. Did he leave a will? Ans. No he left no will.

4th Q. Was your husband at the time of his death the owner of any property in Anne Arundel County, and if so describe the same?

Ans. Yes, he owned a lot of ground in Anne Arundel County on the East side of Light Street Road, which had been conveyed to him by a deed from John Jacobs and his wife and which deed is filed with the bill in this case as plaintiffs exhibit No. 1 (plaintiffs exhibit No. 1 is filed with the Examiner as plaintiffs exhibit, Examiner No. 1)

5th Q. Did your husband at the time of his death own all of the property described in the deed to him from John Jacobs and wife?

Ans. No, he had sold four portions of it as described in the four deeds, one to John W. Brooks, two to Charles F. Clark and wife and one to Edward P. Keys and wife of which the dates and the place of record are given in the bill filed in this case.

6th Q. What children did your husband leave surviving him at the time of his death?

Ans. There were four children, namely the plaintiff, Robert E. Jacobs, who is over twenty-one years of age; the defendant, Eugene Nesley Jacobs, who is over twenty-one years of age, and the plaintiffs, Margaret A. Jacobs and Mary M. Jacobs, who are both under the age of twenty-one years. These were the only children born to Eugene E. Jacobs and myself, and together with myself are the only heirs at law of the said Eugene E. Jacobs.

7th Q. Can the land which was owned by your husband at the time of his death be divided without loss or injury to the parties interested therein?

Ans. Inasmuch as my four children and myself are interested in this property, each entitled to a share therein, it would be impossible to divide the same into five portions without loss or injury to the parties interested. This is so by reason of the fact that the property is improved with one house only on a lot of about five acres, and it is self evident that it could not be divided into five portions without loss and injury.

8th Q. Has any effort been made to sell this property?

Ans. Yes, acting for my infant children together with my sons, who are of age, we have agreed to sell the property to my adult son, the defendant, Eugene

Nesley Jacobs for the sum of thirty-five hundred dollars (\$35-00) subject to the ratification of the sale by this court.

9th Q. Is this price in your opinion the full value for the property?

Ans. Yes, in my opinion it is as much as the property would bring at this time at private sale and more than could be realized for the same at public sale and as much in actual figures, as I have ever been offered for the property.

10th Q. Would the ratification of this contract of sale in your opinion be for the benefit and advantage of all the parties in this suit, the adults as well as your infant children?

Ans. Yes, in my opinion it would be for the benefit and advantage of all the parties interested in the property?

11th Q. You are willing as owner of a dower interest in this property to have the same sold and to accept a share of the proceeds in lieu of your dower interest? Ans. Yes, sir.

Answer to the general question under the rule of court. (No.)
Annie D. Jacobs.

Robert E. Jacobs, a competent witness of lawful age was duly sworn and testified as follows:

1st Q. What is your name? Age? Residence? Occupation? Do you know the parties to this suit?

Ans. Robert E. Jacobs, thirty-one years, Carroll St., Brooklyn, Maryland. Electrotyper. Knows all parties to this suit.

By Mr. Bone.

2nd Q. You are one of the sons of Eugene E. Jacobs, who died intestate in the year 1911, are you not?

Ans. Yes sir, I am.

3rd Q. You have heard the testimony of your mother, Annie D. Jacobs relating to the family pedigree and the heirs at law of Eugene E. Jacobs, have you not? Ans. Yes sir.

4th Q. Is her statement as to the pedigree of the family correct in every detail? Ans. Yes sir.

5th Q. Do you know the property referred to in this case?

Ans. Yes sir. It is a lot of about five acres improved with a dwelling and outbuildings, situated on the East side of Light Street Road in Anne Arundel County.

6th Q. The bill of complaint and testimony in this case shows the title of this property to be vested in your mother and yourself, your brother and two sisters. Is it possible to divide this property among those interested therein without loss or injury?

Ans. It cannot be divided in kind without loss or injury to the parties interested therein.

7th Q. Have you heard testimony of your mother in regard to the sale of this property for which a contract has been entered into?

Ans. Yes, I was a party to this contract of sale and in my opinion the price realized for the property is as much as it is worth at present and more than could be obtained if the same were offered at public sale.

8th Q. Would a ratification of this contract of sale by the court be for the benefit and advantage of all of the parties to this suit?

Ans. In my opinion it would be for their benefit and advantage.

Answer to the general question under the rule of court. (No.)
Robert E. Jacobs.

John A. Foerster, a competent witness of lawful age was duly sworn and testified as follows:

1st Q. What is your name? Age? Residence? Occupation? Do you know the parties to this suit?

Ans. John A. Foerster. Forty-five years. Lakeland, Baltimore County. Real Estate Broker. Have met some of the parties to this suit for the first time.

By Mr. Rowe.

2nd Q. Mr. Foerster what familiarity have you with the values of land in Anne Arundel County in the neighborhood of the property referred to in this case on the East side of Light Street Road, and on what experience do you base that familiarity?

Ans. I have sold in the different sub-divisions in Anne Arundel County various lots of ground during the last five years and have hereby become familiar with the values of land. In addition to this I am the President of the Lakeland Building Association of Baltimore County which frequently makes loans on lots in Anne Arundel County and I am frequently called upon to pass upon the value of such lands. I have been dealing in real estate in the neighborhood adjoining Anne Arundel County during the last fifteen years.

3rd Q. Do you know the property on the East side of Light Street Road referred to in this case now owned by Mrs. Jacobs and her children?

Ans. Yes, I know the property and have recently inspected it for the purpose of being able to testify in this case. It consists of a lot of approximately five acres improved by a frame dwelling and the

usual outbuildings.

4th Q. The proceedings and testimony in this case show that the title to this property is vested in five persons, namely the widow and four children of Eugene E. Jacobs, deceased. Could this property in your opinion be divided among the parties interested therein without loss or injury?

Ans. It could not be so divided as it would be impossible to apportion any one-fifth portion of the lot to make its value commensurate with the other portions.

In fact it is self evident that in order to make any division of this property that a sale must be had.

5th Q. What in your opinion is the fair market value of this property? That is, what price should be received for the same either at public or private sale?

Ans. I feel that thirty-five hundred dollars (\$3500) is fair value for the property and is as much if not more than could be realized for the property at public sale.

6th Q. The proceedings and testimony in this case show that a contract of sale has been entered into to sell this property at private sale for thirty-five hundred dollars (\$3500). Would a ratification of this sale by the court in your opinion be to the benefit and advantage of all of the parties to this suit?

Ans. As the price to be received out of this contract of sale is in my opinion the full value of the property, I think a ratification of this sale by the court would be for the benefit and advantage of all the parties to this suit, rather than to have them incur the expense and delay incident upon a public sale.

Answer to the general question under the rule of Court (No).

John A. Foorester.

Plaintiff's Exhibit No. 1 - Filed Aug. 25 - 1921.

This deed, made this Fourth day of May, in the year eighteen hundred and ninety-two, by and between John Jacobs and Martha A. Jacobs, his wife, of the first part and Eugene E. Jacobs, of the second part, all of Anne Arundel County, State of Maryland.

Whereas, heretofore by deed dated the Eleventh day of January, in the year eighteen hundred and ninety-two, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 40, folio 312, the said John Jacobs and Martha A. Jacobs his wife did grant and convey unto the said Eugene E. Jacobs, the land therein described.

And whereas, it is thought that the description in said deed is defective, therefore, for the purpose of correcting and making more accurate the said description, and to execute further assurances, this deed -

Witnesseth, that for and in consideration of the sum of Fifteen hundred dollars, the receipt whereof is hereby acknowledged the said John Jacobs and Martha A. Jacobs, his wife, do grant, convey and confirm unto the said Eugene E. Jacobs, his heirs and assigns, in fee simple, all that parcel or tract of land, situate and being in the Fifth District of Anne Arundel County and thus described, viz:

Beginning for the same on the East side of Light St. Road, at its intersection with the county road, known as Hammond Road, thence easterly bounding on the south side of said Hammond's Road to the land of Clinton N. Ballman, thence southerly, bounding on the line of C. N. Ballman, to the lands of Thomas Crogan and Annie Stewart, thence westerly bounding on the division lines of Thomas Crogan and Annie Stewart to the Light Street Road, thence northerly bounding on the east side of the said Light Street Road to the place of beginning, and particularly described in a deed from Rezin Hammond and wife to John Jacobs, dated the Twelfth day of February in the year eighteen hundred and forty, and recorded in Liber N. S. G. No. 24 folio 645, one of the Land Records of Anne Arundel County.

Together, with the buildings and improvements thereupon made or being, and the rights, ways and appurtenances thereto belonging or in anywise appertaining.

And the said John Jacobs doth hereby covenant that he has not done, or suffered to be done any act, matter or thing whatsoever to encumber the property, hereby intended to be conveyed.

That he will warrant the same specially and that he will execute such further assurances as may be deemed requisite.

Witness our hands and seals
Geo. E. McDonald (Test.)

John Jacobs (seal)
Martha A. Jacobs (seal)

State of Maryland, Anne Arundel County, to wit:
I hereby certify that on this Fourth day of May, in the year eighteen hundred and ninety-two, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County aforesaid

personally appeared John Jacobs and Martha A. Jacobs, his wife, and did each acknowledge the foregoing deed to be their respective act.

Geo. E. McDonald, J. P.

Attorney's Bond - Filed 16th Sept. 1921.

Know all Men by these Presents,

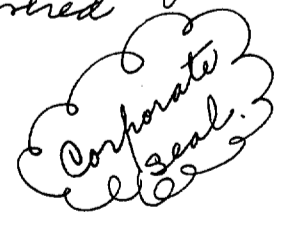
That, We John J. Rowe of Baltimore, Md. as principal and New Amsterdam Casualty Co., a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Three thousand five hundred & no Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. sealed with our seals and dated this 13th day of September in the year of our Lord one thousand nine hundred and

Whereas, the above bounden John J. Rowe by virtue of a decree of the Honorable the Judge of Circuit Court for Anne Arundel Co. has been appointed to sell certain fee simple land on the East side of Right Street Road south of Brooklyn mentioned in the proceedings in the case of Annie L. Jacobs widow et al. vs. Eugene Wesley Jacobs now pending in said Court

Now the condition of the above Obligation is such, That if the above bounden do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligations to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of James J. Harlan



John J. Rowe, (seal)
New Amsterdam Casualty Company
By Milton R. Gosweiler
Attorney-in-Fact.

Attest:

James J. Harlan

Trustees Memorandum of Expenses - Filed Nov. 21, 1921.
 Memorandum of Settlement.

Baltimore, Md. Sept. 14, 1921.

Sale made by John D. Rowe, Trustee to Eugene Wesley Jacobs,
 Property No. Light Street Road, Adjustment made to Sept. 1, 1921.

Allowed to Seller, Amount of Purchase Price \$3500.00

Allowed by Seller,

Cash paid on account

1919 Taxes \$22.20

1920 " 22.50

1921 " (Current year) 8 mos. 13.80

War Stamp 1/2 1.75

Total allowances \$60.25

Amt. paid to seller

\$60.25

\$3439.75

Cost of Recordings Rebs. of Mtges

1.50

\$3438.25

Auditor's Report and Account - Filed 23rd Nov. 1921.

To the Honorable, the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account.

All of which is respectfully submitted,

James N. Owens,
 Auditor.

nr. The First Real Estate of Eugene E. Jacobs, deceased in ac. with John J. Rowe, Trustee, Sept. 21, 1921.

To the Trustee for his commissions			\$ 135.00	Sept. 21, 1921.	By proceeds of sale of Real Estate	\$ 35.00 00
" " " " Court costs viz:						
Plaintiff's Solicitor	\$ 10.00					
Defendants "	10.00					
Clerk of Court	10.30					
Examiner and Stenographer	7.50					
Auditor	13.50					
Premium on bond	10.00	61.30				
To the Trustee for expenses, viz:						
Revenue Stamp	1.75					
Recording release of mortgage	1.50	3.25				
To the Trustee for taxes, viz:						
" State & County taxes for 1924	22.20					
" " " " " " 1920	22.50					
" " " " " " 1921	13.80	58.50				
			258.55			
To distribution of bal. as follows:	3241.45					
Annie L. Jacobs, widow for dower, age 54 1/8			405.21			
Robert E. Jacobs			709.06			
Eugene M. Jacobs			709.06			
Annie L. Jacobs, guardian, the share of Margaret A. Jacobs, infant, and Mary L. Jacobs, infant			709.06			
			3500.00			\$ 35.00 00

Order nisi

Ordered, This 23rd day of November, 1921, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 23rd day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of December next.

M. N. Woodward,
Clerk.

Springfield Spencer,
 Mildred Spencer, his wife,
 Estella Davis, Abednego
 Davis, her husband,

Barbara Spencer
 Annie Spencer, single,

vs.

Jessie Spencer, Infant.

No. 3764 Equity.
 In the Circuit Court for
 Anne Arundel County.

Bill. - Filed 24th July, 1913.

To the Honorable the Judge of said Court:

Your orators complaining say:

I. That Charlotte Spencer, late of Anne Arundel County, deceased, departed this life on May 24, 1906, intestate, leaving as heirs-at-law and next of kin, her husband, William Spencer who departed this life April 25, 1912, intestate, and the following children being all the children of the said Charlotte Spencer and her husband the said William Spencer, namely, Springfield Spencer, who intermarried with one Mildred Spencer, and Estella Davis who married Abednego Davis, Barbara Spencer and Annie Spencer, unmarried adults, and Jessie Spencer, Infant, under Twenty-one (21) years of age.

II. That the said Charlotte Spencer died, seized and possessed of a lot of ground situate in Anne Arundel County, containing about 12 Acres of land more or less, being the same lot of ground conveyed to her in a deed from Wesley Turner, et al, dated 29th day of September, 1887, in the matter of the division of the real estate of William Turner, and recorded among the Land Records for Anne Arundel County, in Liber S. D. No. 31, folio 276, (a certified copy of said deed is filed herewith and prayed to be taken as part hereof marked Plaintiff's Exhibit "A"), saving and excepting about 4 Acres of said land, that was conveyed by said Charlotte Spencer during her life time.

III. That the said lot of ground is not susceptible of division in a kind, without great loss and injury, but a sale thereof must be had and the proceeds thereof brought into this Court for division among those entitled thereto according to their respective rights therein.

IV. That the adult co-tenants of said property, Springfield Spencer, Mildred Spencer, Estella Davis, Abednego Davis, Barbara Spencer and Annie Spencer have made a contract to sell said lot of ground unto Thomas Gaither and James Gaither, at and for the sum of Three hundred dollars (\$300), the ratification of which by this

Honorable Court will be for the benefit and advantage of all parties in interest, and especially will be for the benefit and advantage of the said infant, Jessie Spencer.

V. That the said infant defendant is a citizen of the State of Maryland, residing in Anne Arundel County.

To the end therefore:-

a. That this Honorable Court will decree that a sale of said lot of ground may be made to the said Thomas Gaither and James Gaither in accordance with the terms of said contract.

b. That a Trustee be appointed to make such sale.

c. That the proceeds of such sale may be brought into this Court for distribution under its orders, in accordance with the respective rights of the parties thereto.

d. That your orators may have such other and further relief as their case may require.

May it please Your Honor to grant unto your orators a Writ of Subpoena directed unto the said Jessie Spencer, infant, residing in Anne Arundel County, and demanding and requiring him to be and appear in this Court on some day certain to be named therein to answer the premises and abide by and perform such decrees and orders as may be passed therein.

And as in duty bound etc.

C. C. Fitzgerald
Solicitor for plaintiffs.

Plaintiffs Exhibit A - Filed 24th July, 1913.

This deed of Partition made this 29th day of September in the year Eighteen hundred and Eighty seven by and between Olivia Birch formerly Turner and Alexander Birch her husband of the one part and Mahlon Turner and Harriet Turner his wife of the second part and Wesley A. Turner and Sarah Turner his wife of the third part and Charlotte Spencer formerly Turner and Mrs Spencer her husband of the fourth part and Josiah Turner of the fifth part, all of Anne Arundel County and State of Maryland.

Whereas the said Olivia Birch, Mahlon Turner, Wesley A. Turner, Charlotte Spencer and Josiah Turner are seized of and held as tenants in common a tract or parcel of land containing about 69 ³/₄ Acres located in the Third Election District of Anne Arundel County and which they inherited from their late father Mrs Turner and said parcels of land was conveyed to him by the two following respective deeds, namely by deed bearing date

May 18th 1864 from Mary C. Taylor to the said W^m Turner and deed Nov. 26th, 1864, also from Mary C. Taylor to the said W^m Taylor.

And Whereas no partition of the said real estate has as yet been made between the respective parties and they being desirous of conveying each to the other their respective shares, have mutually agreed to make partition of the said real estate and hold their respective shares in severalty, and for that purpose have caused the same to be surveyed laid off and divided into five equal shares in value as hereinafter set forth.

And the said Charlotte Spencer, formerly Turner, wife of W^m Spencer, her heirs and assigns, shall have hold and enjoy to the only use of her the said Charlotte Spencer her heirs and assigns forever, all that part or portion of the aforesaid real estate designated as lot No. four on the plat of survey of the division of said Estate made by John. Shwall surveyor on the 19th day of April 1887 and described as follows:

Beginning for the said lot or portion it being composed of part of the lands called "Brewers Search" and "Nelson's Chance" and contained within the following description that is to say: Beginning at a post end of the 1st. line of Lot No. 3 and in the 1st. line of "Smiths' Forest" and running from thence and bounding on or said line South twenty four degrees east Eighty five and three fourths of Perch to a post thence running North seventy one degrees East twenty five and three quarters of a perch to a post, thence North thirty-four degrees forty-five minutes West twenty three one tenth of a perch to a post set on the East edge of the road leading through said lands to the Marley Neck road thence running up and bounding on and with the said road as follows, North fifteen minutes West thirteen per north seven degrees West twenty two and three quarters of a perch North two degrees forty five minutes East eighteen per North fifty one degrees forty five minutes West seventeen and one eighth per to a post set on the East edge of said road and in the 2nd line of lot No. 3 thence reversing and bounding on said line South sixty six degrees thirty minutes West thirty three and one tenth perches to the beginning containing sixteen and one fourth of an acre of land being the full share part or portion of the said Charlotte Spencer and to the entire real estate.

Now in consideration of aforesaid recited premises, and of the sum of one dollar in hand paid they the said - Olivia Birch and Alexander Birch, her husband, Mahlon

Turner and Harriet Turner his wife, Wesley A. Turner and Sarah Turner his wife, Isiah Turner do grant to the said Charlotte Spencer, her heirs and assigns, the aforesaid lot No. 4 part or portion of the said described real estate, all the interest right title of them in and to the lot and portion

To Have and to Hold the said lot or portion as above described unto the said Charlotte Spencer her heirs and assigns forever, and have hereunto set their hand and affixed their seals on the day and year above written

Oliver Birch (seal)
 Alexander ^{his} Birch (seal)
 Mahlon ^{mark} Turner (seal)
 Harriet ^{her} Turner (seal)
 Wesley ^{his} Turner (seal)
 Sarah ^{her} Turner (seal)
 Charlotte ^{her} Spencer (seal)
 William ^{mark} Spencer (seal)
 Isiah Turner (seal)

Witness: Thos. S. Jacobs.

State of Maryland, Anne Arundel County Set:

I hereby certify that on this 29th day of September in the year Eighteen hundred and Eighty seven before the subscriber a Justice of the Peace of the State of Md. in and for the County aforesaid personally appeared Olivia Birch and Alexander Birch, her husband, Mahlon Turner and Harriet Turner, his wife, Wesley A. Turner and Sarah Turner his wife, Charlotte Spencer and Wm. Spencer, her husband, and Isiah Turner parties to the foregoing deed and did each acknowledge the same to be their respective act and deed.

In Testimony Whereof I have hereunto subscribed my name on the day and year aforesaid.

Thos. S. Jacobs, J. P.

Recorded 3rd October, 1887.

State of Maryland, Anne Arundel County Set:

I hereby certify that the foregoing Abstract from deed of Partition therein referred to pertaining to the interest of Charlotte Spencer is truly taken and copied from Liber B. H. No. 31 folio 276 &c. one of the Land Records of Anne Arundel County.

In Testimony Whereof I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 1st day of July, 1913.

Court Seal

Geo. Wells, Clerk.

Maryland, Oct.

The State of Maryland

To Jessie Spencer, Infant, of Anne Arundel County, Greeting:
You are hereby commanded, that all excuses set apart, you personally be and appear before the Circuit Court of Anne Arundel County, sitting in Equity, to be held at the City of Annapolis on the first Monday of August next, to answer the complaint of Springfield Spencer and others against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable William H. Thomas, Chief Judge of the said Court, the 7th day of July, 1913.

Issued 24th day of July, 1913.

Geo. Wells, Clerk.

(C. C. Fitzgerald)
Sol.

Circuit Court Seal

Summoned & Copy of summons left with Springfield Spencer brother of (Infant) Jessie Spencer
Returnable first Monday Aug. 1913.
y. Thomas Beasley, Sheriff.

Petition and Order Appointing Guardian ad litem. Filed 22 Aug. 1913.

To the Honorable, the Judges of said Court:

The Petition of Plaintiffs in this cause respectfully represents unto your Honor:

1st. That Jessie Spencer, Infant defendant in this cause has been duly summoned.

2nd. That said Infant defendant has no legal guardian.

Wherefore your Petitioner prays this Honorable Court to appoint a Guardian ad litem to appear and answer for said Infant defendant, and suggests that _____

who has no interest whatever in this suit be appointed Guardian ad litem.

And as in duty bound, &c.

Cornelius C. Fitzgerald
Solicitor for Plaintiffs.

Ordered, by the Circuit Court for Anne Arundel Co. this 22nd day of August, 1913, upon the foregoing petition that C. Ashby Brady be and he is hereby appointed Guardian ad litem for the Infant defendant named in the foregoing Petition and he is hereby directed to appear and file his answer in her behalf.

Jas. R. Brashears.

Answer of C. A. Brady, Guardian ad litem.

To the Honorable, the Judge of said Court:

The Answer of Jessie Spencer by C. Ashby Brady, Guardian ad litem the Infant defendant named in the Bill of Complaint in this Court against her exhibited, by-duly appointed Guardian ad litem respectfully represents unto your Honor:

That the defendant being an Infant under the age of twenty-one years cannot admit nor deny, the allegations set up in said Bill of Complaint and therefore submit rights to the protection of this Honorable Court.

And as in duty bound, &c.

C. Ashby Brady,
Guardian ad litem.

General Replication - Filed 22nd August, 1913.

To the Honorable Judge of said Court:

The Plaintiff joins issue on the matters alleged in the answer of ~~her~~ so far as the same may be taken to deny or avoid the allegations of the bill.

C. C. Fitzgerald
Solicitor for Plaintiff.

Petition for leave to take testimony and Order of Court thereon.
Filed 22nd August, 1913.

To the Honorable the Judge of the Circuit Court for A. A. Co.

The Petition of Springfield Spencer, one of the Plaintiffs in this case, respectfully shows that he desires to take testimony in this case, and respectfully prays that leave be granted him to do so before one of the Standing Examiners of this Court.

C. C. Fitzgerald
Solicitor for Plaintiffs.

Ordered, this 22nd day of August, 1913, that leave be granted to the parties to the cause, to take testimony, as prayed, before any one of the Standing Examiners of this Court.

Jas. R. Brashears.

Testimony - Filed Oct. 28th, 1913.

The Examiner in accordance with an Order dated the 22nd day of August, 1913, and filed in this cause, the parties being present, proceeded to take testimony and in pursuance thereof attended at his office in the City of Annapolis, on the 24th day of October, 1913, when the following testimony was taken.

Present:

C. C. Fitzgerald, Plaintiff's Attorney,
Frank D. Stockett, Examiner,
Eva M. Clark, Stenographer.

Nesley Turner, a witness of lawful age, being duly sworn, testifies as follows:-

Q. 1. State your name, age and residence?

A. Nesley Turner, 54 years old, and I live at Marley, Anne Arundel County, Maryland.

Q. 2. Do you know the parties to this suit? A. I do.

Q. 3. Did you know William Spencer and Charlotte Spencer?

A. I did. Charlotte Spencer was my sister and she married William Spencer about 32 years ago, they were married by Rev. Noble Watkins, I was present at the marriage.

Q. 4. Are they now living?

A. They are both dead. My sister Charlotte died May 24th, 1906, her husband William Spencer died April 25th, 1912.

Q. 5. Did they have any children as a result of this marriage?

A. Yes, sir, they have Springfield Spencer, who married Mildred Spencer, Estella Davis who married Abernethy Davis, Barbara Spencer, unmarried, Annie Spencer, unmarried, Jessie Spencer, an infant, who is also unmarried.

Q. 6. Are these all of the children that were born to your sister Charlotte and her husband William Spencer?

A. Yes, these are all.

Q. 7. Did your brother-in-law William Spencer leave a will, or did your sister Charlotte?

A. No, sir they did not.

Q. 8. Did Charlotte leave any property?

A. Yes, sir, this is the piece of property that they want to sell, it belonged to Charlotte, twelve acres more or less.

Q. 9. Is there any buildings on this property?

A. No, sir.

Q. 10. Do you think it is to the best interest of these people, and especially Jessie Spencer, the infant, that this property be sold and the money divided?

A. Yes, sir I think that is all right.

Q. 11. They have an offer, or in fact they signed a contract to sell this property for \$300, do you think that is a fair price?

A. Yes, sir, I think that is all right, if they had a building on it it would be worth a great deal more.

Q. 12. To the general question under the rule the witness, answers, A. That is about all I know.

Signature Waived.

Estella Davis, a witness of lawful age, being duly sworn, deposes and says:

Q. 1. State your name, age and address?

A. Estella Davis, 29 years old and I live at Marley, Post-office, Anne Arundel County, Maryland.

Q. 2. Do you know the parties to this suit?

A. Yes, sir, I am one of the plaintiffs.

Q. 3. Did you know Charlotte Spencer and William Spencer?

A. Yes, sir, Charlotte Spencer was my mother and William Spencer was my father.

Q. 4. Do you know whether or not your mother and father were recognized by their friends as man and wife?

A. Yes, sir.

Q. 5. Did you ever hear them say that they were married?

A. Often. I have seen the marriage certificate.

Q. 6. Is your father William Spencer living?

A. No, sir, he died April 25th, 1912.

Q. 7. Did he leave a will?

A. No, sir, he did not.

Q. 8. Is your mother Charlotte Spencer living?

A. No, sir she is dead, she died May 25th, 1906.

Q. 9. Did your mother leave any property?

A. She left twelve acres of land near Marley Post office in Anne Arundel County.

Q. 10. What relatives did she leave surviving her at the time of her death?

A. She left her husband, William Spencer, who has since died, and the following children: Estella, Springfield, Barbara, Annie and Jessie. Springfield married Mildred Spencer, I married Abendago Davis, Barbara and Annie are single, and Jessie, an infant, single.

Q. 11. Did your mother leave a will?

A. No, sir.

Q. 12. Do you think it to the best interest of all the parties to this suit that that land be sold and the money divided?

A. Yes, sir.

Q. 13. Are there any improvements on the property?

A. No, sir, only a few apple trees.

Q. 14. How old is Jessie?

A. Jessie, an infant is eleven years old.

Q. 15. To the general question under the rule the witness answers, A. Yes.

Signature Waived.

Springfield Spencer, a witness of lawful age, being duly sworn, deposes and says:

Q. 1. State your name, age and address?

A. Springfield Spencer, 27 years of age, my address is Marley, Anne Arundel County, Maryland.

Q. 2. Do you know the parties to this suit?

A. Yes, sir, I am one of the plaintiffs.

Q. 3. Did you know Charlotte Spencer and William Spencer?

A. Yes, sir they were my mother and father.

Q. 4. Is Charlotte Spencer living?

A. No, sir she died May 25th 1906.

Q. 5. Did she leave a will? A. No, sir.

Q. 6. Did she leave any property?

A. Yes, sir she left twelve acres of land situated near Marley's Postoffice, Anne Arundel County.

Q. 7. Any improvements on the property?

A. No, sir.

Q. 8. Whom did she leave as her next kin and heirs at law?

A. William Spencer, her husband, who died April 25th, 1912, Springfield Spencer, who married Mildred Spencer, Estella Davis who married Abendago Davis, Barbara Spencer, single, Annie Spencer, single and Jessie Spencer, an infant.

Q. 9. Do you think it to the best interest of all the parties to this suit that this property be sold and the money divided?

A. Yes, sir I think so.

Q. 10. Do you think \$300 the contract price is adequate?

A. Yes, sir I think so.

Q. 11. Do you think this property could be divided in kind without loss or injury to the parties to this suit?

A. No, sir, I don't think so.

Q. 12. To the General question under the rule the witness, answers, A. No.

Signature Waived.

Charles F. Lee a witness of lawful age, being duly sworn, deposes and says:

Q. 1. Please state your name and residence?

A. Charles F. Lee, Annapolis, Maryland.

Q. 2. What is your business?

A. Real estate agent.

Q. 3. Mr. Lee have you a general knowledge of real estate in the Third Election District at Marley Postoffice?

A. I have.

Q. 4. The parties to this suit are tenants in common, they own twelve acres of unimproved land situated about two miles from Marley Postoffice, and the adult co-tenants have contracted to sell this property to a man named Gaither for \$300, do you think it to the best interest of these parties that the sale be ratified?

A. I think that a very fair price.

Q. 5. Do you think that that property could be divided in kind among the five co-tenants without loss or injury?

A. I shouldn't think so.

Q. 6. Do you think it to the best interest of the infant Jessie Spencer that this property be sold and the proceeds divided among them?

A. I do.

Q. 7. To the general question under the rule the witness, answers, A. No.

Signature Waived.

There being no other witnesses and further time not being desired the testimony is herewith closed and returned to this Court.

Frank H. Stockett (seal)
Examiner.

Oct. 28, 1913.

Decree re. Filed 11th Nov. 1913.

The above case standing ready for hearing and being submitted the Bill and all proceedings were, by this Court, read and considered.

It is thereupon this the 11th day of November, in the year one thousand nine hundred and thirteen, by the Circuit Court for Anne Arundel County, Adjudged, Ordered and decreed that the sale of the property mentioned in these proceedings to Thomas Gaither and James Gaither at and for the sum of Three hundred Dollars (\$300) be and the same is hereby ratified and confirmed and that Cornelius C. Fitzgerald be and is

hereby appointed Trustee to convey said property to the said Thomas Gaither and James Gaither and that the course and manner of his proceedings shall be as follows: - He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by this Court in the penalty of Five Hundred dollars (\$500) conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises.

And upon payment of the whole of the purchase money and not before, the said Trustee, shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to Thomas Gaither and James Gaither purchasers, their heirs, the property and estate to them sold, free clear and discharged from all claims of the parties hereto Complainants, and Defendants, and by those claiming, from or under them, or either of them.

And the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court after deducting the cost of this suit and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill attention and fidelity wherewith he shall appear to have discharged his trust.

Jas. R. Brashears.

Bond - Filed 13th November, 1913.

Know all Men by these Presents:

That, We, Cornelius C. Fitzgerald as principal and the Illinois Surety Company, a body corporate, duly incorporated under the laws of the State of Illinois and duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Hundred dollars, to be paid to the said State or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our respective Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 13th day of November in the year of our Lord one thousand nine hundred and thirteen.

Whereas, the above bounden Cornelius C. Fitzgerald by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County dated the 11th day of November, 1913 was appointed trustee to sell certain fee simple property

mentioned in the proceedings in the case of Springfield Spencer et al. vs. Jessie Spencer - In fact now pending in said Court.

Now the Condition of the above Obligation is such, that if the above bounden Cornelius C. Fitzgerald do and shall will and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Cornelius C. Fitzgerald hath hereunto set his hand and seal, and the said body corporate has caused this bond to be signed by its duly authorized Agent as Attorney-in-fact, and its seal to be hereunto affixed the day and year first herein above written.

Signed, Sealed and Delivered
in the presence of
Mrs. L. Harris
Set as to Surety,
E. M. Canning.



Cornelius C. Fitzgerald seal
Illinois Surety Company
By William J. Royce,
Attorney-in-fact.

Auditor's Report and Account. - Filed 21st Jan. 1915.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account which is self explanatory.

All of which is respectfully submitted,

James W. Owens,
Auditor.

Mr. Springfield Spencer & Mildred Spencer,
his wife, et al, vs. ^{Jessie Spencer} or ac. with C. C. Fitzgerald, Attorney.

To the Atty. for his commissions			\$ 21 00	By proceeds of sale of real estate and per report filed	
" " " " expenses, viz:					
" Premium on Bond	\$ 5 00				
" Survey & Plat (C. N. Gould)	20 00				
" Clarence N. Gould for appraisement	5 00				
" C. C. Fitzgerald for copies	2 00		\$ 32 00		
<hr/>					
To the Atty. for Court costs, viz:					
" Clerk of Court	\$ 13 10				
" Plaintiff's Attorney	10 00				
" Sheriff	45				
" Guardian ad litem	4 00				
" Examiner	4 00				
" Stenographer	4 00				
" Auditor	9 00		\$ 44 55		
<hr/>					
To State & County taxes as follows, viz:					
" " " " " for 1911	\$ 6 85				
" " " " " " 1912	6 45		\$ 13 30		
<hr/>					
To this balance for distribution among the heirs at law of William Spencer, dec'd, as per their respective shares, viz:					
To Springfield Spencer 1/5 th of balance			\$ 37 83		
" Estella Davis 1/5 th of balance			37 83		
" Barbara Spencer 1/5 th of balance			37 83		
" Annie Spencer 1/5 th of balance			37 83		
" Jessie Spencer 1/5 th of balance			37 83		
			\$ 301 00		
				\$ 300 00	

Release - Filed 21 January, 1915.

That We, Springfield Spencer and as Guardian for Jessie Spencer, Barbara Spencer and Annie Spencer, have received from Cornelius C. Fitzgerald, Trustee in the above case, Thirty-seven dollars and eighty three cents (\$37.83).

And in consideration thereof do hereby Release, Acquit, Exonerate and discharge the said Cornelius C. Fitzgerald, Trustee, aforesaid, his heirs, Executors, and Administrators of and from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against him them or any of them, for or on account of our interest in said estate, or the payment thereof, hereby declaring ourselves satisfied, contented and paid as above specified.

Given under our hands and seals this 23rd day of December, in the year one thousand nine hundred and fourteen.
Signed, sealed and delivered
in the presence of
Stephen H. Broadbent.

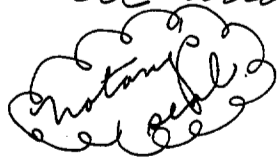
Estella Davis (seal)
Annie Spencer (seal)
Springfield Spencer (seal)
Barbara Spencer (seal)
Springfield Spencer, (seal)
Guardian.

State of Maryland, Baltimore City, to wit:

I hereby Certify that on this 23rd day of December, 1914, before me the subscribers a Notary Public of the said State in and for said City, personally appeared Estella Davis, Springfield Spencer, and as Guardian for Jessie Spencer, Barbara Spencer and Annie Spencer, parties to the above Release, and acknowledged the same to be their act and deed.

And I do hereby certify that of my own personal knowledge I am satisfied that the said Estella Davis, Springfield Spencer, and as Guardian for Jessie Spencer, Barbara Spencer and Annie Spencer, who have acknowledged the above Release are the persons named and described as and professing to be the parties in and to the same.

Witness my hand and Notarial Seal:-



Stephen H. Broadbent,
Notary Public.

Minnie Schmidt, Lena
Schmidt, Albert G. Schmidt,
Fred Schmidt, Louisa
Schmidt and
Helen Schmidt

No. 4253 Equity.
In the Circuit Court for
Anne Arundel County.

vs.
Aden Schmidt, Blanche
Schmidt and Elmer Schmidt, Infants.

Bill of Complaint - Filed 5th November, 1917.
To the Honorable, the Judges of said Court:

Your orators, complaining, say:

(1). That Gustav Schmidt, late of Anne Arundel County, deceased, was during his life and at the time of his death seized and possessed, in fee simple, absolutely, of a certain quantity of real estate lying in the Third Election District of Anne Arundel County, Maryland, namely, a tract of land containing 10 acres, more or less, with the buildings and improvements thereon, located one and one-half miles north of St. Margarets, title to which became vested in him by deed from his late mother, Louisa Schmidt dated July 8, 1904 and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 22, F. 16.

(2). That being so seized the said Gustav Schmidt departed this life, intestate, on or about the Nov. 1909, leaving surviving him the above named Minnie Schmidt, widow, and the following named children, Lena Schmidt, Albert G. Schmidt, Fred Schmidt, Louisa Schmidt, Helen Schmidt, Aden Schmidt, Blanche Schmidt and Elmer Schmidt, the last three named being infants under the age of twenty-one years, and all of said children being unmarried and residing in Anne Arundel County.

(3). That a partition of said property among the parties entitled thereto according to their several interests therein, as aforesaid, cannot be made without loss and injury to them, and, more over, said Aden Schmidt, Blanche Schmidt and Elmer Schmidt being infants, under the age of twenty-one years, such partition cannot be made without the aid of this Court.

To the end, Therefore,

(1). That a decree may be passed by this Court for a partition of this property among the persons entitled to the same according to their respective interests therein, as aforesaid;

(2). That your orators may have such other or further

relief as their case may require.

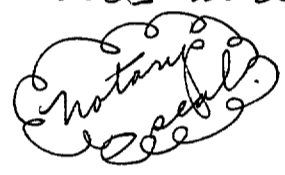
May it please your Honors to grant unto your orators the writ of sub poena directed to the above named defendants, all of whom reside at or near St. Margarets, in the Third Election District of Anne Arundel County, commanding them and each of them to be and appear in this Honorable Court on some certain day to be named therein, to answer the premises and abide by and perform such decree as may be passed therein.

Ridgely P. Melvin.
Solicitor for Petitioners.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this fifth day of November, 1917, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Lena Schmidt, and made oath in due form of Law that the matters and things stated in the foregoing bill of complaint are true and bona fide as therein set forth.

Witness my hand and seal Notarial.



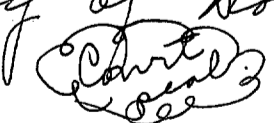
Laura R. Jickling.
Notary Public.

Maryland, Oct.

The State of Maryland,

To Aden Schmidt, Blanche Schmidt and Elmer Schmidt, Infants of Anne Arundel County, Greeting,

You are hereby commanded, That all excuses set apart you personally be and appear before the Circuit Court of Anne Arundel County, sitting in Equity, to be held at the City of Annapolis, on the first Monday of December next, to answer the complaint of Minnie Schmidt and others against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril. Witness, the Honorable William H. Thomas, Chief Judge of the said Court, the 5th day of November, 1917.

Issued the 5th day of November, 1917.
(Melvin)  Geo. Wells, Clerk.

Returnable 1st Monday Dec., 1917.

Returned Summons Answers and copy left with Minnie Schmidt, mother of Infants.

John R. Sullivan,
Sheriff.

Petition for appointment of Guardian ad litem, and Order of Court thereon. Filed 4 January, 1918 - Order January 5, 1918.

To the Honorable, the judges of said Court:

The petition of Minnie Schmidt, one of the plaintiffs in this cause, mother of the infants Aden Schmidt, Blanche Schmidt and Elmer Schmidt, respectfully shows:

That the said infant defendants have been duly returned summoned, but being infants, they cannot answer and defend this suit for themselves.

Your petitioner, therefore, prays your Honors to appoint a guardian ad litem to appear and answer for said infant defendants.

And as in duty bound, etc.

Ridgely P. Melvin,
Solicitor for Petitioner.

State of Maryland, Anne Arundel County, to-wit:

I hereby certify that on this fifth day of November, 1917, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Minnie Schmidt, and made oath in due form of law that the matters and things stated in the foregoing petition are true to the best of her knowledge and belief.

Witness my hand and seal Notarial.

Laura R. Jickling
Notary Public.

Ordered this 5th day of January, 1918, by the Circuit Court for Anne Arundel County in Equity upon the foregoing petition and affidavit that Chas. V. Brady be, and he is, hereby appointed guardian ad litem to appear and answer for Aden Schmidt, Blanche Schmidt and Elmer Schmidt, infant defendants in the above cause.

Robert Moss, A. J.

Defendants' Answer by Guardian ad litem

The joint and several answer of Aden Schmidt, Blanche Schmidt and Elmer Schmidt, infants by C. Ashby Brady, Guardian ad litem duly appointed by order of this Court to the Bill of Complaint of Minnie Schmidt against them in this cause exhibited

These defendants being infants cannot admit any of the matters and things in said Bill alleged, and submit their rights thereunder to the protection of the Court.

And as in duty bound, etc.

C. Ashby Brady, Guardian ad litem.

Petition and order to take testimony. - Filed 22nd July, 1918.
 This cause being at issue, the plaintiffs respectfully ask leave
 of the Court to take testimony herein before one of the standing
 Examiners of this Court.

Ridgely P. Melvin
 Solicitor for Plaintiffs.

Upon the foregoing petition it is hereby Ordered this
 day of July, 1918, by the Circuit Court for Anne Arundel
 County, in Equity, that leave be, and the same is hereby,
 granted unto the parties to this cause to take testimony
 herein before one of the standing Examiners of the Court
 Robert Moss, A. J.

Testimony - Filed 3rd February, 1921.

Pursuant to an Order of the Circuit Court for Anne Arundel
 County, sitting in Equity, passed in the above enti-
 tled case on July 22nd, 1918, the following testimony was
 taken at the office of Ridgely P. Melvin, Esq., Annapolis, Md.
 on January 25th, 1921.

Present: Ridgely P. Melvin, Solicitor for Plaintiff.

George E. Pullman, Examiner

Laura R. Jickling Stenographer

Witness Minnie Schmidt, produced on behalf, of the plain-
 tiffs, having been duly sworn, testified as follows:

By Mr. Melvin:

Q. 1. State your name and place of residence.

A. Mrs. Minnie Schmidt, Third District of Anne Arundel
 County, Maryland.

Q. 2. Did you know the late Gustav Schmidt?

A. Yes, he was my husband.

Q. 3. Is he living or dead?

A. He is dead.

Q. 4. When did he die?

A. In November, 1909.

Q. 5. Who survived him besides yourself?

A. His children, who are the following: Vera Forest, Al-
 bert G. Schmidt, Fred Schmidt, Louisa Schmidt, Helen Schmidt,
 Aden Schmidt, Blanche Schmidt and Elmer Schmidt.

Q. 6. Are all these children adults?

A. They are all adults except the last three, Aden
 Schmidt, Blanche Schmidt and Elmer Schmidt.

Q. 7. Are any of these children married?

A. Yes, the following are married: Albert G. Schmidt,
 whose wife is Evelyn G. Schmidt, Louisa Schmidt, whose
 husband is N. Glenn Noble, Helen Schmidt, who married

Charles Kelley, and Lena Schmidt, who married Frank Foust, who died last March.

Q. 8. Are these all the children of your late husband, Gustav Schmidt?

A. They are.

Q. 9. Did he own any property at the time of his death?

A. Yes, he owned a tract of land situated in the Third District near St. Margarets, in Anne Arundel County. This tract contains about ten acres, more or less.

Q. 10. Do you know how he acquired title to this property?

A. He got it by deed from his mother, Louisa Schmidt in 1904.

Q. 11. Was there any mortgage or any other encumbrance on this property?

A. No, it was clear.

Q. 12. Did your husband, the late Gustav Schmidt, leave a Will? A. No, he died intestate.

Q. 13. What do you consider the appropriate value of this property? A. It is worth somewhere near \$2500.00.

Q. 14. Do you consider this property susceptible of partition among the heirs without material loss and injury to them?

A. No, I do not, there being such a small tract and so many heirs.

In answer to the General Question, Witness answered "No".

Witness:

Laura A. Jickling

Minnie ^{her} Schmidt.
mark.

Witness Albert G. Schmidt, produced on behalf of the Plaintiffs, having been duly sworn, testified as follows:

Q. 1. State your name, residence and occupation.

A. Albert G. Schmidt. I live near Arnold's, Maryland, - farmer.

Q. 2. Do you know the late Gustav Schmidt?

A. Yes, he was my father.

Q. 3. When did he die?

A. He died in November, 1909.

Q. 4. Who survived him?

A. Mrs. Minnie Schmidt, my mother, and eight children. The children are Fred Schmidt, Louisa Schmidt, Helen Schmidt, Lena Schmidt, Aden Schmidt, Blanche Schmidt, Elmer Schmidt, and myself, Albert G. Schmidt.

Q. 5. Are any of the children married?

A. Yes, Louisa Schmidt married N. Glenn Noble; Helen Schmidt married Charles Kelly, Lena Schmidt married Frank Foust, - he died last March, and I married Evelyn G. Schmidt.

The others are unmarried.

Q. 6. Are all of the children adults?

A. No, sir. Aden, Blanche and Elmer are minors.

Q. 7. Where do these infant defendants live?

A. They all live with my mother near St. Margarets.

Q. 8. Did your father own any property at the time of his death?

A. Yes, he owned a small piece of land, near St. Margarets, with a few buildings on it. There are about ten acres in the whole piece.

Q. 9. How did your father acquire title to this property.

A. He got it from his mother, Louisa Schmidt, in 1904, sometime around there.

Q. 10. Did your father leave a Will? A. No, sir.

Q. 11. What do you consider to be the value of this property? A. I think it's worth about \$2500.00.

Q. 12. Do you think this property is susceptible of partition among the heirs without material loss and injury to them?

A. No, I don't think it is. It's such a small piece of ground.

In Answer to the General Question, Witness answered "No."

Albert G. Smith.

Witness Lena Foust, produced on behalf of the Plaintiffs, having been duly sworn, testified as follows:

Q. 1. State your name and place of residence.

A. Lena Foust. I am living with my mother near St. Margarets, Anne Arundel County.

Q. 2. Do you know the late Gustav Schmidt?

A. Yes, he was my father.

Q. 3. When did he die?

A. He died in November, 1909.

Q. 4. Who survived him?

A. My mother, Mrs. Minnie Schmidt, the widow, and the following children, Albert G. Schmidt, who married Evelyn A. Schmidt; Louisa Schmidt, whose husband is W. Glenn Noble; Helen Schmidt, who married Charles Kelly; myself, Lena Schmidt, - I married Frank Foust; Fred Schmidt, who is unmarried, and Aden Schmidt, Blanche Schmidt and Elmer Schmidt, all unmarried.

Q. 5. Are all of the children adults?

A. No, sir. They are all adults except Aden, Blanche and Elmer.

Q. 6. Where do these minor defendants reside?

A. They all reside with my mother in Anne Arundel County.
 Q. 7. What property did your father own at the time of his death?

A. He owned a piece of land, with buildings and improvements near St. Margarets, Anne Arundel County, Maryland. This land contains about ten acres, and was the same property which my father got from his mother, Louisa Schmidt, about 1908.

Q. 8. Did your father leave a Will?

A. No, he died intestate.

Q. 9. What do you consider to be the approximate value of this property?

A. About \$2500.00.

Q. 10. Is this property susceptible of partition among the parties entitled thereto without material loss and injury to them?

A. No. I do not see how it could be partitioned, as it is such a little piece of land and there are so many of the children. It would be best for everybody to have it sold.

In answer to the General Question, Witness answered, "I don't think so."

Lena Forst.

Witness Sylvester H. Smith, produced on behalf of the Plaintiffs, having been duly sworn, testified as follows:

Q. 1. State your name, residence and occupation.

A. Sylvester H. Smith, Laurel, Maryland, occupation, - farmer.

Q. 2. Do you know the parties to this suit?

A. Yes. They are my sister-in-law, Mrs. Minnie Schmidt, wife of my brother Gustav Schmidt, and their children.

Q. 3. When did your brother die?

A. Eleven years ago, this month, - in November, 1909.

Q. 4. Who survived him?

A. His widow, Minnie Schmidt, and eight children.

Q. 5. Name them.

A. Albert G. Schmidt, Fred Schmidt, Louisa Schmidt, Helen Schmidt, Lena Schmidt, Blanche Smith and Elmer Schmidt.

Q. 6. Are all these children adults?

A. No. Elmer Schmidt, Blanche Schmidt and Oden Schmidt are infants. Mrs. Minnie Schmidt is their Guardian, appointed by the Orphans Court for Anne County. I am the surety on her bond.

Q. 7. Where do these infant children reside?

A. With their mother, near St. Margarets, in Anne Arundel County.

Q. 8. Did your brother, Gustav Schmidt, own any property at the time of his death?

A. Yes, ten acres and a house, near St. Margarets.

Q. 9. Do you know how he acquired title to this property?

A. He bought it from his mother, Louisa Schmidt, about 1908.

Q. 10. Did Gustav Schmidt lease a Mill?

A. No, he died sudden.

Q. 11. What do you consider the approximate value of this property? A. I guess it's safe to say \$2000.00.

Q. 12. Do you think this property is susceptible of partition among the heirs without loss and injury to them?

A. No, I do not. There are eight heirs, and some would get the house and another would get nothing but a hill-side. It ought to be sold.

In answer to the General Question, Witness answered, "Nothing, except that it ought to be sold for the sake of the children."

Sylvester Smith.

There being no other witnesses to be examined and no further time being desired by the parties hereto the testimony is herewith closed and returned to the Court this 13th day of February, 1921.

George E. Pullman (seal)
Examiner.

Decree. Filed 29th April, 1921.

This cause, standing ready for hearing, and being submitted, the proceedings were read and considered.

It is thereupon this 29th day of April, 1921, by the Circuit Court for Anne Arundel County, Adjudged, Ordered and Decreed that the property mentioned in these proceedings be sold; that Ridgely P. Melvin be, and he is hereby, appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, in the penalty of Twenty-five Hundred dollars (\$2500.00), conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice

by advertisement in some newspaper published in Anne Arundel County of the time, place, manner and terms of sale, which terms shall be Two hundred dollars (\$200.00) at the time of sale, and the balance of the purchase money, with interest thereon at the rate of six per centum per annum to be paid in cash one half upon the final ratification of said sale and the other half within 1/2 months thereafter, or all cash in the option of the purchaser; and, as soon as may be convenient after such sale, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or either of them; and the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Robert Moss, A. J.

Petition of Trustee for leave to file trustee's bond, and order of Court thereon. Filed 7th September, 1921.

To the Honorable the Judges of said Court:

The petition of Ridgely P. Melvin, Trustee in the above-entitled cause, respectfully shows:

(1). That under date of April 29, 1921, your petitioner was appointed Trustee herein, and that on August 10, 1921, in pursuance of said decree and of public notices, he sold the property at public auction to Minnie Schmidt for the sum of Two Thousand dollars (\$2000.00).

(2). That before the time set for said sale, to wit, on the first day of August, 1921, your petitioner prepared a form of bond and placed this paper among the other papers filed in these proceedings; that, however, said form of bond was not executed, nor was it officially filed

in this cause, all through the oversight of your petitioner.

(2). That all the parties having any interest in this cause are in thorough accord, and are anxious that the said sale to Mrs. Minnie Schmidt be ratified in due course.

Wherefore, your petitioner prays Your Honors to pass an order in this cause granting bond unto your petitioner to file said bond, and have the Clerk of this Court enter it on the docket as of the date of August 1, 1921.

And as in duty bound, etc.,

Ridgely P. Melvin,
Trustee.

Upon the foregoing petition it is hereby Ordered by the Circuit Court for Anne Arundel County in Equity, this 7th day of September, 1921, that Ridgely P. Melvin, Trustee in this cause, he and he is, hereby granted permission to file his trustee's bond *inure pro tunc*, as above prayed, and that the Clerk of this Court is hereby directed to enter said bond filed as of said first day of August, 1921.

Robert Moss, A. J.

Trustee's Bond - Filed & approved 1st August, 1921.

Know all Men by these Presents,

That we, Ridgely P. Melvin of Anne Arundel County, State of Maryland, and the Fidelity and Deposit Company of Maryland, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-five hundred (\$2500.00) Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this first day of August, in the year of our Lord one thousand nine hundred and twenty-one.

Whereas, the above bounden Ridgely P. Melvin by virtue of a decree of the Circuit Court for Anne Arundel County has been appointed trustee to sell the real estate mentioned in the proceedings in the case of Minnie Schmidt, et al, vs. Oden Schmidt, et al, now pending in said Court.

Now the condition of the above obligation is such, that if the above bounden Ridgely P. Melvin, do and

shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of
Laura R. Jickling

Ridgely P. Melvin (seal)
Fidelity and Deposit Co. of Md.
Per Ridgely P. Melvin
Attorney-in-Fact.

Report of Sale and Arday nisi Thereon, Filed 18th October, 1921.

To the Honorable, the Judges of said Court:

The report of Ridgely P. Melvin, Trustee, appointed by a decree of this Court, passed in the above entitled cause, dated April 29, 1921, to make sale of certain real estate therein mentioned, respectfully shows:-

That after giving bond with approved security, and after having complied with all other pre-requisites of said decree and of the law for such cases made and provided, and after having given notice by advertisement inserted in the Weekly Advertiser, a newspaper printed and published in Anne Arundel County, Maryland, and by handbills distributed throughout the City of Annapolis and the vicinity of the property in question, and elsewhere, giving notice of the time, place, manner and terms of sale, the said Trustee attended at the Court House door in the City of Annapolis, Maryland, at 11:30 o'clock, on Wednesday, August 10, 1921, in pursuance of said advertisement, and then and there offered the property in question for sale by public auction to the highest bidder; the said property consisting of all that tract or parcel of land, with the buildings and improvements thereon, containing ten (10) acres, more or less, located near St. Margarets, in the Third Election District of Anne Arundel County, Maryland, and being the same property of which the late Gustav Schmidt died seized and possessed, and which was conveyed unto him by Louisa Schmidt, Widow, by deed dated February 17, 1908, and recorded among the Land Records of Anne Arundel County in Liber 9. N. No. 58, folio 52.

And the said Trustee then and there sold said property to Minnie Schmidt, at and for the sum of Two Thousand dollars (\$2,000.00), she being at that figure the highest bidder therefor.

The said Trustee further reports that he has obtained

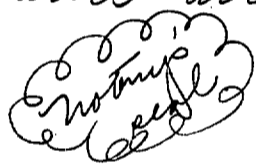
the purchaser's agreement to comply with the terms of sale, the same being as follows: "A deposit of Two Hundred dollars (\$200.00) will be required of the purchaser at the time of sale, and the balance of the purchase money with interest thereon at the rate of six per centum per annum, to be paid in cash, one-half upon the final ratification of said sale, and the other half within twelve months thereafter, or all cash in the option of the purchaser; and that said deposit of Two Hundred dollars (\$200.00) has been duly made.

Respectfully submitted,
Ridgely P. Melvin,
Trustee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 24th day of August, 1921, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Ridgely P. Melvin, Trustee in the above entitled cause, and made oath in due form of law that the matters and things stated in the above going report of sale are true, as therein set forth, and that the said sale was fairly made.

Witness my hand and seal Notarial.



Laura A. Jickling,
Notary Public.

Hand-bill.

Mr. H. Moss - Auctioneer.

Public Sale of Parcel of Land containing ten (10) acres, more or less, located near St. Margarets, in the Third Election District of Anne Arundel County, Maryland.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, dated April 29, 1921, and passed in a cause therein pending, entitled "Minnie Schmidt and others vs. Oden Schmidt and others, No. 4253 Equity", the undersigned, as the Trustee named in said decree, will offer for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Wednesday, Aug. 10, 1921 at 11 o'clock A. M., the property mentioned and described in said proceedings, namely, all that tract or parcel of ground, containing ten (10) acres, more or less, situated near St. Margarets, in the Third Election District of Anne Arundel County, Maryland, and being the identical property which was conveyed unto the late Gustav

Schmidt by Louisa Schmidt, by deed dated February 17, 1908, and recorded among the Land Records of Anne Arundel County in Liber G.N. No. 58, folio 52; together with the buildings and improvements on said land, consisting of a new two-story frame dwelling house of four rooms, small stable, corn house and chicken house.

Terms of Sale: - A deposit of two hundred dollars (\$200.00) will be required of the purchaser at the time of sale, and the balance of the purchase money with interest thereon at the rate of six per centum per annum to be paid in cash one-half upon the final ratification of said sale, and the other half within twelve months thereafter, or all cash in the option of the purchaser.

Ridgely P. Melvin, Trustee.

I hereby certify this 10th day of August, 1921, that I have this day, purchased from Ridgely P. Melvin, Trustee, the within described property at and for the sum of Two thousand dollars (\$2000), and I hereby agree to comply with the terms of sale, as within prescribed.

Witness my hand and seal.

Witness:

Lena Frost.

Minnie ^{her} X Schmidt (seal)
mark

Order nisi.

Ordered, this 7th day of September, 1921, that the sale of the property mentioned in these proceedings, made and reported by Ridgely P. Melvin, Trustee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown or for before the 8th day of October, 1921; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of October, 1921.

The report states the amount of sales to be \$2,000.00.

Wm. N. Woodward,
Clerk.

Office of The Weekly Advertiser.

Annapolis, Md., October 8, 1921.

I hereby certify that the annexed Order nisi Minnie Schmidt et al vs. Aden Schmidt, et al was published in The Weekly Advertiser a newspaper published in the City of Annapolis, once a week for three successive weeks before the 8th day of October, 1921. The first insertion being made the 15th day of September, 1921.

Annapolis Publishing Co. - Publisher
C. H. Tucker.

Ordered By the Court, this 18th day of September, 1921, that the sale made and reported by Ridgely P. Melvin, Trustee, as aforesaid, be and the same is hereby Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order nisi, passed in said cause, and that the said Trustee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Robert Moss, A. J.

Auditor's Report and Account - Filed 15th December, 1921.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted,

James W. Owens,
Auditor.

Dr. The Trust Real Estate of Gustave Schmidt, deceased in ac. with Ridgely P. Mehlin, Trustee. Aug. 10, 1921.

To the trustee for his commission
 " " " Court cost viz:
 " Solicitor
 " Clerk of Court
 " Sheriff
 " Examiner
 " Stenographer
 " Guardian Ad Litem
 " Premium on Bond
 " Auditor
 " R. P. Mehlin, sundry expenses

\$ 93 00		
10 00		
16 10		
1 80		
4 00		
5 00		
4 00		
12 00		
9 00		
1 50	\$ 156 40	

Aug. 10, 1921
 By Proceeds of sale of real estate \$ 2000 00

" the trustee for his expenses, viz:
 " Advertising (The Advertiser)
 " Auctioneer (N. H. M.)

\$ 33 50		
11 00	\$ 44 50	

Balance for distribution \$ 1799.10
 distributed as follows:
 To Minnie Schmidt, widow, 1/3
 " Albert G. Schmidt (adult)
 " Louisa Noble "
 " Helen Kelly "
 " Lena Forst "
 " Oden Schmidt (minor)
 " Blanch Schmidt "
 " Elmer Schmidt "
 " Fred Schmidt (adult)

	\$ 599 10	
	150 00	
	150 00	
	150 00	
	150 00	
	150 00	
	150 00	
	150 00	
	150 00	
	\$ 2000 00	

\$ 2000 00

Order nisi -

Ordered, This 20th day of December, 1921, That the Report and Account of the Auditor, filed in the above entitled cause, be Ratified and Confirmed, unless cause to the contrary be shown on or before the 21st day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of January next.

Wm. N. Woodward,
Clerk.

Office of The Weekly Advertiser.

Annapolis, Md., January 21, 1922.

I hereby certify that the annexed Order nisi *Winnie Schmidt vs. Adm. & Liquidators et al* No. 42 5-3 Equity was published in The Weekly Advertiser a newspaper published in the City of Annapolis, once a week for three successive weeks before the 21st day of January, 1922. The first insertion being made the 22nd day of December, 1921.

Annapolis Publishing Co.
Publishers.
C. H. Tucker.

(Final Order)

Ordered By The Court, this 11th day of February, 1922, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Robert Moss, A. J.

John Ridout Sullivan,
 Mary Elizabeth Sullivan,
 Ida Mary Zimmerman,
 Summerfield B. Sullivan,
 Carrie Sullivan, his wife,

vs.

Mary Jane Sullivan, George
 Randall Jones, Clarence M. Jones,
 George William Sullivan, Infant,
 Lillian Margaret Sullivan, Infant,
 Martha Ann Sullivan, Infant,
 John Wesley Sullivan, Infant,
 Cecilia Frances Mc. Nasby

No. 4469 Equity.
 In the Circuit Court for
 Anne Arundel County.

Bills of Complaint - Filed 26th July, 1920.

To the Honorable, the Judges of said Court:-

The Bill of Complaint of John Ridout Sullivan, Mary Elizabeth Sullivan, Ida Mary Zimmerman and Summerfield B. Sullivan, all of the City of Annapolis, Anne Arundel County, in the State of Maryland, humbly complaining unto your Honors, shows:

First: That a certain William N. Parkinson, late of the City of Annapolis aforesaid departed this life many years ago seized of valuable real estate located in the City of Annapolis; and leaving a last will and testament, dated on the fifteenth day of November in the year 1873 and recorded among the Testamentary Record Books of Anne Arundel County in Liber R. D. No. 1 folio 303, by which he devised his property located on Church Street, to his wife, Eliza A. Parkinson for her natural life, and at the death of his said wife to his daughter Mary J. Sullivan, one of the defendants, during her natural life, and at her death provided for a sale of his property and a division of the proceeds equally among his grandchildren, a certified copy of said bill is filed herewith marked Complainants Exhibit No. 1 with Bill.

Second: That said real estate consists of lots of ground contiguous to each other, situate on the South West side of Church or Main Street, improved by frame dwellings, and conveyed to the said William N. Parkinson by two deeds, one from Louis Sydings and wife dated August 2, 1853 and recorded among the Land Records of Anne Arundel County in Liber N. H. No. 2, folio 378, and the other from Louis Sydings and wife and Joseph Parkinson dated December 31, 1863 and recorded among said Land

Records in liber N. H. G. No. 11 folio 651, certified copies whereof are filed herewith marked respectively Complainants Exhibits Nos. 12 and 3 with Bill.

Third: That the defendant Mary J. Sullivan is the daughter of William N. Parkinson, mentioned in said will, in whom is vested a life estate in said property and the plaintiffs John A. Sullivan, Mary Elizabeth Sullivan, Ida Mary Zimmerman and Summerfield B. Sullivan whose wife is Carrie Sullivan are the only living children of said Mary J. Sullivan, and the defendants George William Sullivan, Lillian Margaret Sullivan, Martha Ann Sullivan and John Wesley Sullivan are the only children of George N. Sullivan, a deceased son of said Mary J. Sullivan and Cecelia Frances Mc. Neely is his surviving wife, and George Randall Jones is the only child of Fannie Sullivan Jones, a deceased daughter of said Mary J. Sullivan and Clarence M. Jones is her surviving husband, the said George N. Sullivan, deceased and Fannie Sullivan Jones, deceased, together with the plaintiffs, being the only children of said Mary J. Sullivan, who is now seventy-nine years of age, in whom is vested the remainder in said property as tenants in common.

Fourth: That said Mary J. Sullivan is willing that said property be sold clear of her life estate therein and receive her share in said property in cash under the rules of Court and the plaintiffs are desirous of selling said property but that the defendants George William Sullivan, Lillian Margaret Sullivan, Martha Ann Sullivan and John Wesley Sullivan being infants, they cannot do so without the aid of this Court.

Fifth: That the said real estate is not susceptible of an advantageous partition among the parties interested, and cannot be divided among them without loss and injury, and that a sale thereof is necessary and for the best interest and advantage of all the parties interested, in order that the proceeds thereof may be divided among said parties in proportion to their respective interests, but in as much as the parties in interest are numerous and some infants, none can be made without the aid and intervention of this Honorable Court.

Sixth: That Clarence M. Jones is a non-resident of the State of Maryland.

To the end therefore that the said defendants Mary

Jane Sullivan, George Randall Jones, Clarence M. Jones, Cecelia Frances Mc Nasby and George William Sullivan, William Margaret Sullivan, Martha Ann Sullivan and John Wesley Sullivan, infants, may answer the premises and that a decree may be passed by this Court for a sale of the said real estate, and that your orators and oratrices may have such other and further relief in the premises which the nature of their case and equity may require.

May it please your Honors to grant unto your orators and oratrices the writ of subpoena against the said Mary Jane Sullivan, George Randall Jones and Cecelia Frances Mc Nasby, adults, and George William Sullivan, William Margaret Sullivan, Martha Ann Sullivan and John Wesley Sullivan, infants, all residing in Anne Arundel County, Maryland, commanding them to appear in this Court at some certain day to be named therein to answer the premises and abide by and perform such decree as may be passed therein, and also the order of publication giving notice to the said Clarence M. Jones who is a non-resident of this State of the object and substance of this bill and authorizing him to appear in this Court in person or by solicitor, on or before a certain day to be named therein to show cause if any he has why a decree ought not to pass as prayed.

And as in duty etc.

Nicholas H. Green,
Solicitor for Complainants.

Summons
Maryland, Oct.

The State of Maryland
To George William Sullivan, William Margaret Sullivan, Martha Ann Sullivan and John Wesley Sullivan, Infants, of Anne Arundel County, Greeting:
You are hereby Comanded, That all excuses set apart, you personally be and appear before the Circuit Court of Anne Arundel County, sitting in Equity, to be held at the City of Annapolis, on the first Monday of August, 1920, next, to answer the complaint of John Ridout Sullivan and others against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.
Witness, the Honorable William H. Thomas, Chief Judge of the said Court, the 5th day of July, 1920.

Issued 26th day of July, 1920.

[Handwritten signature]

Wm N. Woodward,
Clerk.

Take Notice: That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday the 2nd day of August, 1920.
(Given)

Returnable 1st Monday August, 1920.

Summoned Annex and copy left with mother as Guardian.
Thos. S. Love, Sheriff.

Complainant's Exhibit No. 1 with Bill - Filed 26th July, 1920.

I, William N. Parkinson of the City of Annapolis, Maryland, do hereby make, publish and declare this my last Will and Testament,

After the payment of my just debts, I give to my wife Eliza A. Parkinson, for her natural life, the house in which I reside in Church Street, Annapolis, and the house adjoining thereto, together with all my personal property. At the death of my said wife I give all the before mentioned property, viz: the houses and personal property, to my daughter Mary, wife of John Sullivan, during her natural life. The rents and profits thereof to be paid to her alone, and her receipts for the same to be only valid vouchers.

At the death of said daughter the whole of the before mentioned real and personal property shall be sold and the proceeds divided among my grandchildren, the children of my said daughter Mary. If I should not dispose of my lot in Hangover Street during my lifetime I hereby direct the same to be sold as soon as practicable after my decease, and the proceeds applied to the payment of my debts, I do hereby constitute and appoint my wife Eliza A. Parkinson sole Executrix of this my last Will and Testament.

In Testimony Whereof, I do hereby sign my name and affix to my seal this fifth day of November in the year of our Lord Eighteen hundred and seventy three.
Wm. N. Parkinson (seal)

Signed, Sealed, Published and declared as and for his last will and Testament by William Parkinson the Testator in presence of us who aft his request in his presence and in the presence of each other do sign our names as witnesses thereto.

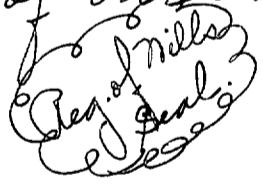
Jno. Ridout,
J. Rambois Goodwin,
E. G. Hyde.

Anne Arundel County, Sect. ~~~~~ Then came John Aidant,
 Wednesday, November 10th, 1875 ~~~~~ S. Rawlings Godwin, E. G.
 Hyde, the witnesses to the
 foregoing last Will and Testament of Wm. N. Parkinson,
 deceased, and made oath on the Holy Evangelys of
 Almighty God that they did see the Testator sign and
 seal this will that they heard him publish, pronounce and
 declare the same to be his last will and testament and
 that at the time of his so doing he was to the best of his
 apprehension of sound and disposing mind, memory and
 understanding and that they together the respectfully
 signed our names as witnesses thereto, at the request
 of the Testator in his presence and all in the presence
 of each other.

Test: Wm. Bryan,
 Reg. of Mills for A. A. County.

State of Maryland, Anne Arundel County,
 I, Aden B. Bluckett, Register of Mills, and by law
 Keeper of the Seal and of the Records, and of the Original
 Papers of the Orphan's Court of Anne Arundel County, do
 hereby certify that the foregoing is a true and full
 copy of the last Will and Testament of William N.
 Parkinson, late of said County, deceased, together with
 the proof thereto taken from Liber A. J. il. No. 1, folio
 355^{re} &c. one of the will record books
 kept in the office of Register of Mills for Anne Arundel County.
 In Testimony Whereof, I hereunto subscribe my name
 and affix the Seal of said Court this 16th day of June
 in the year of our Lord nineteen hundred and twenty.

Aden B. Bluckett,
 Register of Mills for Anne Arundel Co.



Complainant's Exhibit No. 2 with Bill. - Filed 26th July, 1920
 This Indenture made this second day of August in
 the year of Our Lord one thousand eight hundred and
 fifty three between Lewis Sydings and Elizabeth, his wife,
 of Anne Arundel County in the State of Maryland of
 the one part and William Parkinson of the County &
 State aforesaid of the other part, Witnesseth that for and
 in consideration of the sum of five hundred dollars,
 current money, to them in hand paid by the said
 William Parkinson before the sealing and delivery of
 these presents the receipt whereof they do hereby acknowl-
 edge and from every part and parcel thereof do hereby

acquit, exonerate and discharge the said William Parkinson his heirs, executors and administrators, they the said Lewis Sydings and Elizabeth, his wife, have granted bargained sold aliened enfeoffed and confirmed and by these presents do grant bargain sell alien enfeoff and confirm unto the said William Parkinson his heirs and assigns, A house and lot of ground situate on Church Street in the City of Annapolis in the County and State aforesaid being part of a lot of ground which the said Lewis Sydings purchased from Richard J. Jones deceased and which is now occupied by the said William Parkinson, as a residence, and which said lot fronts on Church Street in City of Annapolis aforesaid twenty-three feet, one inch, and then runs back one hundred and sixty one feet from said Church Street to the adjoining property owned by Mrs. P. A. Levely and James Thomas and the back part of which said lot or part of a lot of ground is twenty-two feet and two inches in width and lies contiguous to the property aforesaid of Mrs. P. A. Levely and James Thomas and which said house and lot above described is the middle house and lot adjoining to and lying between the houses and lots now occupied by William and Joseph Parkinson on Church Street in the City of Annapolis aforesaid.

To Have and To Hold the said house and lot or parcel of ground so as aforesaid described.

Together with the buildings and appurtenances and all and singular other the premises hereby bargained and sold or ment or mentioned or intended hereby so to be and every part and parcel thereof with their and every of their appurtenances unto the said William Parkinson, his heirs and assigns forever, and to and for no other use intent or purpose whatsoever.

And the said Lewis Sydings and Elizabeth, his wife, for themselves their heirs executors and administrators do hereby covenant grant and promise^{and} agree to and with the said William Parkinson his heirs, executors, administrators or assigns that they the said Lewis Sydings and Elizabeth, his wife, and their heirs the said house and lot or parcel of ground and premises hereby granted, bargained and sold and every part and parcel thereof with the appurtenances belonging to him the said William Parkinson his heirs and assigns against them the

said Lewis Tydings and Elizabeth, his wife, and their heirs and against all and every person or persons whatsoever claiming or to claim any right title or interest in to the same or any part thereof shall and will hereafter warrant and defend forever by these presents.

In witness whereof the said Lewis Tydings and Elizabeth his wife have herunto subscribed their names and affixed their seals the day and year first hereinbefore written.

Signed, Sealed and Delivered in the presence of
Jl. Claude

Lewis Tydings, (seal)
Elizabeth Tydings (seal)

At the foot of the foregoing was thus written to wit:

City of Annapolis, Anne Arundel County, Md.

It is remembered that on this ___ day of August in the year eighteen hundred and fifty three before the subscriber Mayor of Annapolis personally appeared Lewis Tydings and Elizabeth his wife they being known to me to be the persons named and described as and professing to be party grantors in the annexed instrument of writing and acknowledged the same to be their act and deed, and the said Elizabeth wife of the said Lewis Tydings being by me privately examined apart from and out of the hearing of her husband "whether she doth make her acknowledgement of the same willingly and freely and without being induced thereto by fear or threats of or ill usage by her husband or by fear of his displeasure" I acknowledge declares and says that she doth.

In testimony whereof I have herunto subscribe my name the day and year aforesaid.

Jl. Claude, Mayor of Annapolis.

I hereby certify I this day received one dollar for stamp duty on this instrument of writing agreeably to the act of Assembly of December session 1846 Chap. 61. Given under my hand this 5th day of September 1853.

N. H. Green Clk. Cir. Court for

A. A. County. Recorded the 5th day of September, 1853.

State of Maryland, Anne Arundel County, Md.

I hereby certify that the foregoing is truly taken and copied from paper N. H. G. No. 2, folio 378 etc, one of the Land Records of Anne Arundel County.

In testimony whereof I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 17th day of June A. D. 1920.

Court Seal

Wm. N. Woodward, Clerk.

Complainants Exhibit No. 3 with Bill. - Filed 26th July 1920.

N. S. Dubl Revenue } This Indenture made this thirty first
50¢ Conveyance Stamp } day of December in the year eighteen
L. J. E. G. D. - J. H. P. } hundred and sixty three between Lewis
Tydings and Elizabeth G. Tydings his wife, and Joseph H.
Parkinson of the City of Annapolis in the Anne Arundel
County and State of Maryland of the one part and Wil-
liam Parkinson of the City, County and State aforesaid
of the other part.

Whereas the said Lewis Tydings and Elizabeth G. Ty-
dings, his wife, conveyed by way of deed bearing date
on the twelfth day of May in the year eighteen hun-
dred and fifty-seven and recorded in Liber N. N. G.
No. 6, folio 365A, one of the Land Record Books of Anne
Arundel County one half of a certain House and lot
hereinafter more particularly described, situate in the
City of Annapolis being the House and lot which was
purchased from the said Lewis Tydings by the said
Joseph H. Parkinson and William Parkinson in the year
eighteen hundred and forty-seven.

Now Therefore this Indenture Witnesseth that the said
Lewis Tydings and Elizabeth G. Tydings, his wife, and Joseph
H. Parkinson for and in consideration of the sum of
five hundred dollars to them in hand paid by the
said William Parkinson before the sealing and delivery
of these presents the receipt whereof is hereby acknowledged
have bargained and sold, aliened and enfeoffed and by
these presents do give grant bargain and sell, alien, enfeoff
release convey and confirm unto the said William Parkinson
his heirs and assigns the aforesaid House and lot piece or
parcel of ground situate on the south west side of Church
Street in the City of Annapolis and adjoining the property
of the said William Parkinson on the upper side and
Daniel J. Hyde on the lower side and running from
said street to the lot owned by James Thomas as at pres-
ent inclosed, together with the buildings improvements and
appurtenances thereto belonging, and particularly the use of
the alley running through said House in common with
the other two houses situate on the southwest side of
Church Street immediately above said House.

To Have and To Hold the said above described premises
and appurtenances therunto belonging unto the said Wil-
liam Parkinson his heirs and assigns in fee simple.

In Testimony Whereof the said Lewis Tydings and
Elizabeth G. Tydings his wife and Joseph H. Parkinson have

herunto set their hands and affixed their seals on the day and year above written.

Signed, sealed and delivered in the presence of
Wm. R. Thompson
John E. Stalker

Lewis Lydings (seal)
E. G. Lydings (seal)
Joseph Parkinson (seal)

State of Maryland, Anne Arundel County, ct:

I hereby certify that on this twenty first day of December in the year eighteen hundred and sixty three before me the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid personally appeared Lewis Lydings and Elizabeth G. Lydings his wife and Joseph Parkinson and did each acknowledge the foregoing deed to be their respective act.

In Testimony Whereof I have herunto set my name on the day and year herein above written.

Wm. R. Thompson, J. P.

Recorded the 11th day of January, 1864.

State of Maryland, Anne Arundel County, ct:

I hereby certify that the foregoing is truly taken and copied from Liber N. A. G. No. 11, folio 251 etc., one of the Land Records of Anne Arundel County.

In testimony whereof I hereto set my hand and affix the seal of the Circuit Court this for Anne Arundel County this 17th day of June, A. D., 1920.

Wm. N. Woodward, Clerk.



Order of Publication. Filed 26th July, 1920.

The object of this suit is to obtain a decree for a sale of real estate in the City of Annapolis, Maryland, of which Wm. N. Parkinson died seized and possessed.

The bill states that Wm. N. Parkinson died seized of real estate in the City of Annapolis, Maryland, leaving a will devising his property on Church Street in Annapolis to his wife, Eliza A. Parkinson for life and at her death to Mary J. Sullivan during her life and upon the death of Mary J. Sullivan said property was to be sold and divided equally among his grand-children.

Second: That the real estate consists of two lots of ground on the South West side of Church or Main Street improved by frame dwellings.

Third: That Mary J. Sullivan is the daughter of Wm. N. Parkinson and John P. Sullivan, Mary E. Sullivan, Ida Mary Zimmerman and Summerfield B. Sullivan are the only living

children of said Mary J. Sullivan and George Wm. Sullivan, Lillian Margaret Sullivan, Martha Ann Sullivan and John Wesley Sullivan are the children of George W. Sullivan a deceased son of the said Mary J. Sullivan and Cecelia Frances Mc. Nasby is his surviving wife. That George Randall Jones is the only child of Frank Sullivan Jones deceased daughter of the said Mary J. Sullivan and Clarence M. Jones is her surviving husband.

Fourth: That said real estate is not susceptible to an advantageous partition and that a sale thereof is necessary for a division.

Fifth: That the defendant Clarence M. Jones is a non-resident of the State of Maryland and asks for a decree for the sale of said real estate and for the writ of subpoena against the defendants residing in Anne Arundel County and for an order of publication against Clarence M. Jones.

It is thereupon this 26th day of July in the year 1920, ordered by the Circuit Court for Anne Arundel County in Equity that the plaintiffs by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County once a week for four successive weeks before the 27th day of August, 1920, giving notice to the said Clarence M. Jones, non-resident defendant of the object and substance of the bill, warning him to appear in this Court in person or by solicitor on or before the 15th day of September next to show cause if any he has why a decree ought not to pass as prayed.

Wm. N. Woodward, Clerk.

Answer of Cecelia Frances Mc. Nasby to the Bill of Complaint
Filed 26th July, 1920.

To the Honorable, the Judges of the Circuit Court for Anne Arundel County, in Equity:

The Answer of Cecelia Frances Mc. Nasby to the Bill of Complaint filed against her and others in this Court exhibited in the above entitled case.

This respondent answering says:

That she admits all the allegations contained in the said bill of complaint to be true, and consents to a decree for the sale of the real estate therein mentioned for partition.

And as in duty etc.

Cecelia Frances Mc. Nasby,
Frank H. Stockett, Solicitor for
defendant.

Answer of Mary Jane Sullivan to Bill of Complaint -

Filed 26th July, 1920.

To the Honorable, the Judges of the Circuit Court for Anne Arundel County in Equity.

The Answer of Mary Jane Sullivan to the Bill of Complaint of John R. Sullivan et al. against her and others in this Court Exhibited.

This respondent answering says:

First: That she admits all the allegations contained in said Bill of Complaint and consents to a passage of a decree for the sale of the property therein mentioned.

Second: She consents to a sale of the property clear of her interest therein and agrees to have the same apportioned to her from the purchase money under the rules of Court.

Third: And further answering this respondent says: she is now seventy-nine years of age.

And as in duty etc.

Mary Jane Sullivan,

Frank H. Stockett, Solicitor for
defendant.

Answer of George Randall Jones - Filed 26th July, 1920.

To the Honorable, the Judges of said Court:

The Answer of George Randall Jones to the Bill of Complaint of John R. Sullivan et al. against him and others in this Court exhibited.

This respondent answering says:

That he admits all the allegations contained in said Bill of Complaint and consents to the passage of a decree for the sale of the property therein mentioned.

And as in duty &c.

George Randall Jones.

Frank H. Stockett,
Solicitor for defendant.

Answer of Clarence M. Jones to the Bill of Complaint. Filed 8 Sept. 1920.

To the Honorable the Judges of said Court:

The Answer of Clarence M. Jones to the Bill of Complaint of John R. Sullivan et al. against him and others in this Court exhibited.

This respondent answering says:

That he admits all the allegations contained in said Bill of Complaint and consents to the passage of a decree for the sale of the property therein mentioned.

And as in duty etc.

Clarence M. Jones.

Frank H. Stockett, Solicitor defendant.

Replication - Filed 9th Sept., 1920.

The plaintiff join issue on the matters and facts alleged in the answer of the defendants filed herein, in so far as the same may be taken to avoid or deny the allegations of the bill of complaint.

And as in duty etc.

Nicholas H. Green,
Solicitor for Complainants.

Petition and Order to appoint a Guardian ad litem.

Filed 9th Sept. 1920.

To the Honorable the Judges of said Court:

The petition of the plaintiffs in the above cause respectfully shows:

That the said George William Sullivan, Lillian M. Sullivan, Martha Ann Sullivan and John Wesley Sullivan defendants in the said cause have been duly returned summoned, but being infants cannot answer and defend this suit for themselves, and have no guardian within the jurisdiction of this Court to answer and defend the suit for them.

Your petitioners therefore pray your Honors to appoint a guardian ad litem to appear and answer for said infants.

And as in duty bound, etc.

Nicholas H. Green,
Solicitor for Complainants.

Ordered this 9th day of September in the year, 1920 by the Circuit Court, for Anne Arundel County in Equity upon the foregoing petition that Frank H. Stockett be and is hereby appointed guardian ad litem to appear and answer for George William Sullivan, Lillian M. Sullivan, Martha Ann Sullivan and John Wesley Sullivan infant defendants in the above cause.

Robert Moss, A. J.

Answer of George Wm. Sullivan, Lillian M. Sullivan, Martha Ann Sullivan and John Wesley Sullivan, infants by guardian ad litem, to bill of complaint. - Filed 9th Sept. 1920.

To the Honorable the Judges of said Court:

The answer of George William Sullivan, Lillian M. Sullivan, Martha Ann Sullivan and John Wesley Sullivan by Frank H. Stockett guardian ad litem duly appointed by order of this Court, to the bill of complaint of John Ridout Sullivan et al. against them in this

Court exhibited:

These defendants being infants can neither admit nor deny any of the matter or things in said bill alleged^{ly} submits their rights thereunder to the protection of this Court.

And as in duty bound, etc.

Frank H. Stockett.
Guardian ad litem.

Petition and order to take testimony - Filed 9th Sept., 1920.

To the Honorable the Judges of the said Court:

The plaintiffs pray leave of this Honorable Court to take testimony before one of the standing examiners of this Court.

And as in duty bound etc.

Nicholas H. Green,
Solicitor for Complainants.

Ordered by the Circuit Court for Anne Arundel County in Equity this Ninth day of September in the year 1920 upon the foregoing petition that deposition be taken before one of the standing examiners of this Court in support of the allegations of the bill.

Robert Moss, A. J.

Testimony - Filed 21st Sept. 1920.

Frank H. Stockett, Examiner.

Nicholas H. Green, Attorney for Plaintiff.

Pursuant to an order of Court dated on the ninth day of September in the year Nineteen hundred and twenty and passed in the above case, the following testimony was taken at the office of Nicholas H. Green, in the City of Annapolis, Md. on the fifteenth day of September, 1920.

Witness John R. Sullivan, produced on behalf of the plaintiff being duly sworn testified as follows:

1. Q. State your name, age, residence and occupation?
A. John R. Sullivan, 61 years old, City Clerk, Annapolis, Md.
2. Q. Do you know the parties to this suit?
A. Yes, I know them all, I am one of the plaintiffs and the other plaintiffs and defendants are children and representatives of children of Mary Jane Sullivan.
3. Q. Did you know the late Mr. N. Parkinson, if so is he living or dead and if dead when did he die?
A. I knew him, he was my grand-father, he is dead, he died in the fall 1875.
4. Q. Did he leave a last will and testament, if so how did he devise his property?

A. He left a last will and testament of which Complainants Exhibit No. 1 filed with the bill is a certified copy. In his will he devised his house on Church Street, Arncliffe and the house adjoining unto his wife Eliza A. Parkinson for her natural life, and at the death of his wife he devised the property to his daughter Mary, wife of John Sullivan who are my mother and father and Mary Jane Sullivan is a defendant in this case. My mother was to hold the property during her life and upon the death of my mother the will provided that the property should be sold and the proceeds divided among the grand-children of his daughter Mary, my mother.

5. Q. State what the property on Church Street mentioned in his will and the lot adjoining consists of?

A. It consists of two lots of ground on the South West side of Church or Main Street now improved by two small frame dwellings which adjoin, acquired by my grand-father Mr. N. Parkinson by two deeds one from Louis Tydings and wife dated August 21, 1853 and the other from Louis Tydings and wife and Joseph Parkinson dated Dec. 31, 1853 of which Complainants Exhibit No. 2 and Complainants Exhibit No. 3 are certified copies.

6. Q. Will you state who the defendant Mary Jane Sullivan is and give the names of her children and the representatives of such children as are now deceased?

A. The defendant Mary Jane Sullivan, my mother, is the daughter of Mr. N. Parkinson, my grand father and his daughter Mary, mentioned in his will, her children are myself, John R. Sullivan, widower, Mary E. Sullivan, single, Ida M. Zimmerman, widow, and Sumnerfield B. Sullivan whose wife is Carrie Sullivan all of whom are plaintiffs and the only living children of my mother, Mary Jane Sullivan. A son George N. Sullivan now deceased, intestate leaving surviving him his children George N. Sullivan, Lillian M. Sullivan, Martha Ann Sullivan and John Wesley Sullivan all of whom are infants under the age of 21 years and Cecelia Frances Mc. Nabby is his surviving wife, she is a defendant also. A daughter Fannice Sullivan Jones deceased, intestate left surviving her as her only heir at law a son the defendant George Randall Jones and a surviving husband, Clarence M. Jones who is also a defendant.

7. Q. Can you state the age of your mother the defendant Mary Jane Sullivan?

A. She is now 79 years of age.

8. Q. Can you state whether the said Mary Jane Sullivan is willing that this property be sold clear of her life

estate and receive her share in said property in the case?
 A. Yes, she is willing to have the property sold and receive her portion in cash.

9. Q. In your opinion is the property mentioned in these proceedings located on Church or Main Street in the City of Annapolis susceptible of an advantageous partition among the parties interested in kind and can it be divided among them without loss or injury or in your opinion is a sale thereof necessary and for the best interest and advantage of all the parties interested in order that the proceeds thereof may be divided among the interested parties in proportion to their interest therein, give your reason for your answer?

A. In my opinion it is a physical impossibility to divide the property among the parties interested for the reason that it consists of two houses and lots and there are a much greater number of parties interested for the property to be divided among and a sale thereof is necessary and for the best interest and advantage of all the parties in order that the proceeds may be divided among them, at this time, especially in my judgment would a good price be realized for the property.

10. Q. What in your opinion is the value of the property mentioned in the proceedings?

A. In my opinion the property is worth about \$4000.
 To the general question question under the rule the witness answers: No.

John R. Sullivan.

Witness Mary E. Sullivan, produced on behalf of the plaintiff being duly sworn testified as follows:

1. Q. State your name, residence and occupation?

A. Mary E. Sullivan, Annapolis, Md., clerk.

2. Q. Do you know the parties to this suit?

A. Yes, I know them all, I am one of the plaintiffs and the other parties to the suit are my brothers and sisters and representatives of a deceased brother and a deceased sister.

3. Q. Did you know the late Mr. N. Parkinson, if so please state whether he is living or dead, if dead when he died and whether he left a will or not?

A. I knew the late Mr. N. Parkinson he was my grandfather he died in the fall of 1875, leaving a will by which he left his property on Church Street, Annapolis, Maryland, to my mother Mary Jane Sullivan, one of the defendants, during her life and at her death the property was to be sold

and the proceeds divided among his grand-children, children of my mother Mary Jane Sullivan. The complainants exhibit No. 1 filed with the bill is certified copy of his will.

4. Q. Of what does the real estate consist which is designated in his will as located on Church Street, Annapolis?

A. It consists of two lots of ground with a dwelling on each, next to each other. I have understood that he acquired it by two deeds from Louis Sydney and I think Complainants Exhibit No. 2 and 3 filed with the bill are certified copies of the deeds.

5. Q. Please state whether the said Mary Jane Sullivan is still living, her age at present and the names of her living children and the heirs and representatives of such as are dead?

A. Mary Jane Sullivan, my mother is living and is now 79 years of age, she had the following children: John R. Sullivan, myself, Mary E. Sullivan, Ida M. Zimmerman^{and} Summerfield B. Sullivan all of whom are living, John R. Sullivan a widower, Jayn Pringle, Ida M. Zimmerman, a widow and Summerfield B. Sullivan's wife is Carrie Sullivan all of these are plaintiffs and all adults. Her son George W. Sullivan is deceased intestate and left as his only heirs the defendants George W. Sullivan, William M. Sullivan, Martha Ann Sullivan and John Wesley Sullivan, all of whom are infants^{and} defendants in this case, his surviving wife is the defendant Cecelia Frances Mc. Nasby. Her daughter Fannie S. Jones, deceased without a will and the defendant George R. Jones is her only child and heir at law and Clarence M. Jones is her surviving husband.

6. Q. Do you know that your mother Mary Jane Sullivan has expressed her willingness to have the property sold and receive her share in cash?

A. Yes, I know that my mother is willing to have the property sold clear of her life estate and take her portion in cash.

7. Q. In your opinion is the real estate mentioned in these proceedings susceptible of an advantageous partition among the parties interested and can it be divided among them without loss and injury or is a sale thereof necessary and for the best interest and advantage of all the parties interested and especially the infants?

A. I do not think the property can be divided, it is a physical possibility and there are a number of heirs and only two pieces of property. A sale is necessary and to the best interest and advantage of all the parties

and especially the infants. The property is in need of repairs and there is no money to make them and in my judgment it would bring more just now than at any other time.

8. Q. What in your opinion is the value of the property?

A. About \$4000.

To the general question under the witness answers: No.
Mary E. Sullivan.

Witness J. Clayton Brewer, produced on behalf of the plaintiff being duly sworn testified as follows:

1. Q. State your name, residence and occupation?

A. J. Clayton Brewer, Annapolis, Md., Real Estate & Insurance.

2. Q. Do you know the parties to this suit?

A. I know all of the plaintiffs, the defendants, Mary Jane Sullivan, George R. Jones and Clarence M. Jones, the children of George Sullivan deceased I do not know.

3. Q. Are you familiar with the property mentioned in these proceedings located on the South West side of Main or Church Street, if so please state of what it consists and what in your opinion is the value of same?

A. I am familiar with the property, it is the lot of ground on the Southwest side of Main or Church Street, Annapolis, Md., improved by two small frame dwellings. In my opinion it is worth about \$4500.

4. Q. In your opinion is the property susceptible of an advantageous partition among the parties interested and can it be divided without loss and injury or is sale thereof necessary and to the best interest and advantage of all the parties to these proceedings and especially the infants, give your reasons for such answers as you may give?

A. In my opinion the property is not susceptible of an advantageous partition among the parties interested in fact a division thereof among them is a physical impossibility, there are numerous heirs and only two small houses and the lot of ground. A sale thereof is necessary in order that the proceeds may be divided among the parties interested and for the best interest and advantage of all the parties to the proceedings especially the infants. The improvements on the property are in need of repairs which would necessitate an expenditure of quite a sum and at this time the property is salable at a good figure.

To the general question under the rule the witness answers: No.
J. Clayton Brewer.

There being no other witnesses and further time not being desired the testimony is herewith closed and returned to the Court.

Frank H. Stockett (seal)
Examiner.

Sept. 21, 1920.

Decree for Sale. Filed 6th October, 1920.

This cause standing ready for hearing and being submitted the Bill, Answers and all the other proceedings were by the Court read and considered.

It is thereupon this Sixth day of October in the year nineteen hundred and twenty by the undersigned one of the Judges of this Court, and by the authority of this Court, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold, that Nicholas H. Green of the City of Annapolis be and he is hereby appointed Trustee to make such sale and that the course and manner of his proceedings be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself with a surety or sureties to be approved by the Clerk of this Court in the penalty of Four 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 the said sale; having first given at least three weeks previous notice inserted in some newspaper published in Anne Arundel 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 at the option of the Trustee on the final ratification of such sale by this Court, and the balance in six months from the day of sale, or all cash at the option of the purchaser or purchasers, deferred payment to bear interest from the day of sale, and to be secured by the bonds of the purchaser or purchasers with security to be approved by the Trustee; and if not sold at public sale on the day so advertised, the said Trustee shall proceed to make sale or sales at either public or private sale, to the best advantage, and upon the terms above set forth.

And as soon as may be convenient after any such sale or sales, the 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 this Court, and on the payment of the whole purchase money, (and not before) the said Trustee by a good and sufficient deed to be executed acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs the property to him, her or them sold, free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said Trustee shall bring into this Court the money arising from such sale or sales, and the bonds 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 in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged this trust.

Robert Moss, A. J.

Bond. Filed and Approved 6th October, 1920.

Know all Men by these Presents, That I, Nicholas H. Green of Annapolis, Anne Arundel County, Maryland and the Hartford Accident and Indemnity Company a corporation organized and existing under the laws of the State of Connecticut are held and firmly bound unto the State of Maryland in the full and just sum of Four thousand dollars current money, to be paid to the said State or its certain Attorney to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents, sealed with our seals and dated this 6th day of October in the year Nineteen hundred and twenty.

Whereas by a decree of the Circuit Court for Anne Arundel County sitting in Equity bearing date on the 6th day of October, 1920, and passed in a case in said Court wherein John Ridout Sullivan et al. are complainants and Mary Jane Sullivan et al. are defendants known as No. 4469 Equity the above named Nicholas H. Green has been appointed Trustee to make sale of the real estate in the proceedings mentioned.

Now the condition of the above obligation is such that if the above bonded Nicholas H. Green does and shall well and faithfully perform the trust reposed in him by

the said decree or that may be reposed in him by any further decree or order in the premises then the above obligation to be void otherwise to remain in full force and virtue in law.

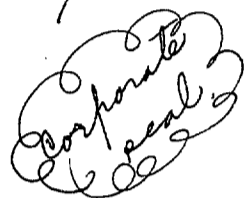
Signed, sealed and delivered
in the presence of Rose Garner.

Nicholas H. Green (seal)

Witness the said Hartford Accident and Indemnity Company by its duly authorized attorney as per power of attorney duly recorded among the Land Records in the Office of the Clerk of the Circuit Court for Anne Arundel County attested by its corporate seal.

Witness:

Rose Garner.



Hartford Accident and Indemnity Co.

By J. C. Brewer,

Nicholas H. Green, Attorney.

Exhibit C. N. S. No. 1 - Filed 16th August 1921.

This Assignment, made this twenty fourth day of July, 1909, by Fannie R. Jones and Clarence M. Jones, her husband, and Geo. R. Jones, and Susan E. Jones, his wife, to Charles N. Smith, all of Anne Arundel County, in the State of Maryland;

Witnesseth, That, Whereas; the said Fannie R. Jones has borrowed from Charles N. Smith aforesaid, the sum of one hundred and twenty-eight dollars, and has given her sixteen notes of eight dollars each with interest, each dated on the 24th day of July, 1909, payable, one at one month; one at two months; one at three months; one at four months; one at five months; one at six months; one at seven months; one at eight months; one at nine months; one at ten months; one at eleven months; one at twelve months; one at thirteen months; one at fourteen months; one at fifteen months; and one at sixteen months, from the date thereof;

Now Therefore, in order to secure the payment of the same with the interest thereof, the aforesaid Fannie R. Jones and Clarence M. Jones, her husband, and George R. Jones and Susan E. Jones, his wife, hereby grant, assign and convey unto the said Charles N. Smith, his heirs and assigns, all their right, title, interest, and estate in law and equity, in two several pieces of property, situated in the city of Annapolis aforesaid, and located upon Church Street in that city, consisting of two houses, that were devised by will, which will is recorded in Liber R. J. H., folio 303, one of the Mill Books

in the Office of the Register of Wills, in said county, by William N. Parkinson, late of Anne Arundel County aforesaid, deceased to his wife, Eliza Parkinson, for life, with remainder over for life, to his daughter, Mary Sullivan, wife of John R. Sullivan, and then at her death, the same was willed and devised to be sold and the proceeds equally divided amongst the said Mrs. N. Parkinson's grand-children, the children of the said Mary Sullivan, of which children, the aforesaid Fannie R. Jones is one; Provided however, that this assignment is restricted to grant only so much of the interest of the said parties making the assignment as will pay the notes and interest that may remain unpaid at maturity; and

Provided further, that if all the notes aforesaid with the interest thereon, are paid in full at maturity, then this instrument and assignment shall be null and void; otherwise it shall remain in full force and effect in law and equity.

Witness our hands and seals, this twenty-fourth day of July, 1909.

Test:
John N. Davis

Fannie R. Jones, (seal)
Clarence M. Jones (seal)
George R. Jones (seal)
Susan E. Jones (seal)

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this twenty-fourth day of July, 1909, before me, one of justices of the Peace for Anne Arundel County, State of Maryland, personally appeared, Fannie R. Jones, and Clarence M. Jones, her husband, and George R. Jones, and Susan E. Jones, his wife, and acknowledged the above assignment and grant to be their own acts and deeds.

John N. Davis,
Justice of the Peace.

\$ 8. 00

Annapolis, Md. July 24th, 1909.

One month after date we promise to pay to the order of C. N. Smith - Eight dollars - Value received.

Fannie R. Jones.
Clarence M. Jones.

\$8.00 Annapolis, Md. July 24th 1909.
Two months after date we promise to pay to the order of C. N. Smith - Eight dollars -
Value received

Fannie R. Jones.
Clarence M. Jones.

\$8.00 Annapolis, Md. July 24th 1909.
Three months after date we promise to pay to the order of C. N. Smith - Eight dollars.
Value received -

Fannie R. Jones.
Clarence M. Jones.

\$8.00 Annapolis, Md. July 24th 1909.
Four months after date we promise to pay to the order of C. N. Smith - Eight dollars -
Value received.

Fannie R. Jones,
Clarence M. Jones.

\$8.00 Annapolis, Md. July 24th 1909.
Five months after date we promise to pay to the order of C. N. Smith - Eight dollars -
Value received.

Fannie R. Jones
Clarence M. Jones

\$8.00 Annapolis, Md. July 24th 1909.
Six months after date we promise to pay to the order of C. N. Smith Eight dollars -
Value received -

Fannie R. Jones,
Clarence M. Jones.

\$8.00 Annapolis, Md. July 24th 1909.
Seven months after date we promise to pay to the order of C. N. Smith Eight dollars -
Value received.

Fannie R. Jones,
Clarence M. Jones.

\$8.00 Annapolis, Md. July 24th 1909.
Eight months after date we promise to pay to the order of C. N. Smith Eight dollars

Value received -

Fannie R. Jones,
Clarence M. Jones.

\$8.00 Annapolis, Md. July 24", 1909.
Nine months after date we promise to pay to the order
of C. N. Smith Eight dollars.
Value received.

Fannie R. Jones,
Clarence M. Jones.

\$8.00 Annapolis, Md. July 24", 1909.
Ten months after date we promise to pay to the order
of C. N. Smith Eight dollars.
Value received.

Fannie R. Jones,
Clarence M. Jones.

\$8.00 Annapolis, Md. July 24", 1909.
Eleven months after date we promise to pay to the order
of C. N. Smith Eight dollars.
Value received.

Fannie R. Jones,
Clarence M. Jones.

\$8.00 Annapolis, Md. July 24", 1909.
Twelve months after date we promise to pay to the order
of C. N. Smith Eight dollars.
Value received.

Fannie R. Jones,
Clarence M. Jones.

\$8.00 Annapolis, Md. July 24", 1909.
Thirteen months after date we promise to pay to the order
of C. N. Smith Eight dollars.
Value received.

Fannie R. Jones,
Clarence M. Jones.

\$8.00 Annapolis, Md. July 24", 1909.
Fourteen months after date we promised to pay to the
order of C. N. Smith Eight dollars.
Value received.

Fannie R. Jones,
Clarence M. Jones.

\$8.00

Annapolis, Md. July 24, 1909.
Fifteen months after date we promise to pay to the order
of C. W. Smith Eight dollars.
Value received.

Fannie R. Jones,
Clarence M. Jones.

\$8.00

Annapolis, Md. July 24, 1909.
Sixteen months after date we promise to pay to the
order of C. W. Smith Eight dollars.
Value received.

Fannie R. Jones,
Clarence M. Jones.

Exhibit N. G. S. No. 1. Filed 16th August, 1921.

This mortgage, made this 19th day of October, in the year
nineteen hundred and fifteen, between Mary J. Sullivan
(widow), Mamie Sullivan (single), Ida Zimmerman and
Charles A. Zimmerman, her husband, Summerfield Sullivan
and Carrie Sullivan, his wife and John R. Sullivan, (wid-
ower) mortgagors, and the Annapolis and Eastport
Building Association, of the City of Annapolis, Maryland,
a body corporate under the laws of said State, mortgagee.

Whereas, the said Mary J. Sullivan, Mamie Sullivan, Ida
Zimmerman and husband, Summerfield Sullivan and wife
and John R. Sullivan, being the holder seven shares of
unredeemed stock of said Association and a member
thereof, have received from it an advance of Three hun-
dred fifty dollars, which is the full par value of said
seven shares of stock when fully paid up and comple-
ted, in the contemplation of the object and purposes of
said Association, and in order to secure the full pay-
ment of said seven shares of stock to said Association
in accordance with its present constitution, said mort-
gagors have agreed to execute this mortgage - the execu-
tion hereof being a condition precedent of said advance be-
ing made by said Association.

Now therefore this mortgage witnesseth, that in consid-
eration of the premises and the sum of one dollar,
the said Mary J. Sullivan, Mamie Sullivan, Ida Zim-
merman and husband, Summerfield Sullivan and wife
and John R. Sullivan do hereby grant and convey unto
the said Annapolis and Eastport Building Association,
its successors and assigns,

All that lot or parcel of ground situate on the

south side of Main or Church Street, Annapolis, Maryland, with a frontage on said Main or Church Street of 38 feet, more or less improved by two dwelling houses, which, under the last Will and Testament of William N. Parkinson, dated the 15th day of November, 1873, admitted to probate by the Orphans Court of Anne Arundel County, and recorded in the office of the Register of Wills, in Liber A. D. N. No. 1, folio 303, was devised to the said Mary J. Sullivan, wife of John Sullivan now deceased, for and during her natural life, and at her death, in equal shares, to the children of the said Mary J. Sullivan - the said Marie Sullivan, Ida Zimmerman, Summerfield Sullivan and John A. Sullivan. Being the same lots of parcels of ground which were conveyed to the said William N. Parkinson by two deeds - first from Louis Sydings and wife by deed of August 2, 1853, recorded among the Land Records of Anne Arundel County, in Liber N. H. G. No. 2, folio 378, and second from Louis Sydings and wife and Joseph Parkinson, by deed of December 31, 1863, recorded among the aforesaid Land Records, in Liber N. H. G. No. 11, folio 651.

Together with the buildings and improvements thereon, and all the rights, roads, ways, waters, privileges, appurtenances thereto belonging or in anywise appertaining.

To have and to hold the above described parcel of ground and premises unto and to the use and benefit of said Annapolis and Eastport Building Association, its successors and assigns forever.

Provided, that if the said mortgagors shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this mortgage shall be void.

And the said mortgagors, for themselves, their heirs executors, administrators and assigns, covenant with the said mortgage, its successors and assigns, to pay and perform as follows, viz: To pay to the said mortgage, its successors and assigns, on the principal sum, the weekly sum of One dollar and seventy-five cents being Twenty-five cents on each share every Saturday night or each week regularly and promptly, for the period of four years from the date hereof, or until the aggregate of said weekly payments so made, shall, exclusive of all losses and liabilities and fines and penalties imposed, amount to the said advanced sum of Three hundred fifty dollars, and to pay as interest on said advanced sum on every Saturday night, during said period, the further weekly sum of six cents

on each of said shares of stock, the said weekly interest of six cents ceasing on each share only when the par value thereof (fifty dollars) clear of all losses and liabilities fines and penalties, shall have been repaid.

To pay all ground rent, taxes and assessments of all kinds for which the hereby mortgaged property now is or may hereafter become liable when payable.

To pay all fines and penalties that may be imposed on the said Mary J. Sullivan, Marnie Sullivan, Ida Zimmerman and Husband, Summerfield Sullivan and wife and John R. Sullivan by the said Association in accordance with its charter, constitution and by-laws, which are made a part of this mortgage, for failure to pay each and every of said weekly sums at the time limited, or perform any other obligation required of them hereunder, or under said constitution and by-laws; and to keep the buildings on said lot of ground insured against loss or damage by fire to at least the amount of Three hundred fifty dollars, and have the policy of insurance so endorsed or assigned that the same shall ensure to the benefit of said mortgagee, its successors or assigns, in the event of loss or damage, to the extent of its or their claim hereunder.

The said weekly payments shall continue to be made as herein specified, and the covenants shall remain in force until the aggregate of the weekly sums aforesaid paid by said mortgagors, during the continuance of this mortgage, exclusive of all fines, penalties and liabilities imposed hereunder, shall amount to the said advanced sum and the interest chargeable thereon.

And it is agreed that until default be made in the premises, the said mortgagors may use and occupy the hereby mortgaged property.

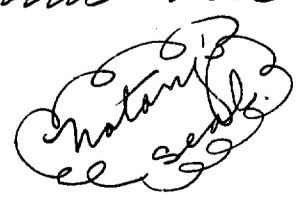
But if default be made in the payment of any of the said weekly sums of money, and continue for the period of three months, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagors, or either of them, then the whole mortgage debt hereby intended to be secured, shall be deemed due and demandable, and the said mortgagee, its successors and assigns, or Wilson G. Gatt, its authorized attorney and solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and to convey the same to the

purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County which terms shall be such as the party making the sale shall elect - and the proceeds of such sale shall be applied, first, to the payment of all expenses of the sale, including a fee of twenty-five dollars, and a commission to the party making the sale of said property, usually allowed trustees for making sale of property by virtue of a decree of a Court of Equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes and other public dues or debts charged against said property to the day of sale; then to the payment of all claims and demands of said mortgagee, whether then matured or not, and the balance, if any, to be paid to the said mortgagors, or whosoever may be entitled to the same.

Witness the hands and seals of the mortgagors.
 Test. Mary J. Sullivan (seal)
 Thomas C. Gatt. Mamie E. Sullivan (seal)
Ida M. Sullivan (seal)
Chas. A. Zimmerman (seal)
Sommerfeld B. Sullivan (seal)
Carrie Sullivan (seal)
John R. Sullivan (seal)

State of Maryland, Anne Arundel County, to wit:
 I hereby certify, that on this 19th day of October in the year nineteen hundred and fifteen before me, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Mary J. Sullivan (widow), Mamie Sullivan (single), Ida Zimmerman and Charles A. Zimmerman, her husband, Sommerfeld Sullivan and Carrie Sullivan, his wife and John R. Sullivan (widower) and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared George C. Barton, the President of the Annapolis and Eastport Building Association, and made oath in due form of law that the consideration named in the foregoing mortgage, is true and bona fide as therein set forth.

Witness my hand and notarial seal.
Thomas C. Gatt,
 Notary Public.



For value received, The Annapolis & Eastport Building Association of the City of Annapolis, Maryland, hereby assigns the within mortgage and the debt secured thereby to John R. Sullivan.

Witness the name of the said The Annapolis & Eastport Building Association, by the signature of its President, attested by the signature of its Secretary-Treasurer and by affixing its corporate seal this 4th Day of December, 1917.

Attest:
J. Paul Medford
Secretary-Treasurer.



The Annapolis & Eastport Building Association of the City of Annapolis, Md.
By George O. Barton,
President.

For value received I hereby assign the within mortgage to William G. Sullivan together with the debt secured thereby.

Witness my hand and seal this 26th day of July, 1921.

Witness:
Nicholas H. Green.

William G. Sullivan (seal)
Executor John R. Sullivan

Report of Sale. - Filed 6th July, 1921 and Order nisi passed thereon - Order Aug. 10th, 1921.

To the Honorable, the judges of the Circuit Court for Anne Arundel County:

The report of Nicholas H. Green, Trustee appointed by the decree in this cause, to make sale of the real estate therein mentioned respectfully shows: that after giving bond with security for the faithful discharge of his trust, as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the Evening Capital a newspaper published in Annapolis, Anne Arundel County, Maryland and by hand bills set up at the Court House door in the City of Annapolis, Maryland, and circulated in said Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House door in said City of Annapolis on Monday the first day of November 1920, at eleven o'clock A. M. the time and place so advertised, and then and there proceeded to sell said real estate as follows, to wit:

All that lot of ground located on the South West side of Main or Church Street, fronting thereon thirty one (31) feet, more or less, and having a depth of one hundred and sixty (160) feet, more or less, and being the same property conveyed to William Parkinson by two deeds from Lewis Tiddings and others, one dated the second

day of August, 1853, and recorded among the Land Records of Anne Arundel County in Liber N. H. G. No. 2, folio 378, and the other dated the thirty-first day of December, 1863, and recorded among said Records in Liber N. H. G. No. 11, folio 651, improved by two frame dwellings designated as Nos. 117 and 119 Main Street, but after the sales had been cried for some time and no sufficiently adequate bid, in the opinion of your trustee, being received, he withdrew the sale and gave notice that he would hold the property at private sale.

That since the advertised day of sale, your trustee has endeavored unsuccessfully to sell said property until on the 29th day of June, 1921, he received an offer from J. Clayton Brewer of Three Thousand nine hundred dollars for the property, which your trustee accepted; he accordingly now reports to the Court the sale of said property to J. Clayton Brewer at the price of Three thousand nine hundred dollars, whereof the purchaser has paid the sum of Five hundred dollars.

And your trustee files herewith as exhibit the agreement of the purchaser, marked Exhibit N. H. G. No. 1 with report of sale.

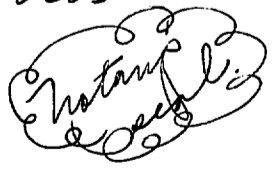
The price obtained for the property is a fair and reasonable one and the ratification of the sale as made is recommended.

All of which is respectfully submitted.
 Nicholas H. Green, Trustee

State of Maryland, Anne Arundel County, Sect:

I hereby certify that on this sixth day of July in the year nineteen hundred and twenty one before me the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Nicholas H. Green, Trustee, and made oath in due form of law that the matter and things set forth in the foregoing report of sale are true as therein set forth and that said sale was fairly made.

Witness my hand and seal Notarial
 Myrtle Stumm,
 Notary Public.



Handbill.

Trustee's Sale of Real Estate in the City of Annapolis, Maryland, on Main Street.

By virtue of a decree of the Circuit Court for Anne Arundel County, passed on the sixth day of October, 1920, in a cause in the said Court wherein John R. Sullivan and others are plaintiffs and Mary Jane Sullivan and others are defendants designated as No. 4469 Equity, the undersigned Trustee will offer at Public Sale at the Court House door, in the City of Annapolis, Maryland, on Monday, Nov. 1st, 1920 at eleven o'clock, A. M. The following property, viz:

All that lot of ground located on the Southwest side of Main or Church street, fronting thereon thirty-one feet, more or less, and having a depth of 160 feet, more or less, and being the same property conveyed to William Parkinson by two deeds from David Tydings and others, one dated the 2nd day of August, 1853, and recorded among the Land Records of Anne Arundel County in Liber N. H. G. No. 2, folio 378, and the other dated the 31st day of December, 1863, and recorded among said Records in Liber N. H. G. No. 11 folio 631, improved by two frame dwellings, designated as Nos. 117 and 119 Main Street.

Terms of Sale:- One-half of the purchase money to be paid in cash on the day of sale, or at the option of the Trustee on the final ratification of such sale by the Court, and the balance in six months from the day of sale, or all cash at the option of the purchaser or purchasers; deferred payment to bear interest from the day of sale, and to be secured by the bond of the purchaser, with security to be approved by the Trustee. A deposit of \$500 will be required of the purchaser on the day of sale.

William H. Moss,
Auctioneer.

Nicholas H. Green, Trustee!
14 Church Circle, Annapolis, Md.

This is to certify that I have this day purchased the within described property from Nicholas H. Green, Trustee at and for the sum of Thirty nine hundred dollars, which I agree to pay in accordance with the within terms of sale.

Witness my hand and seal this 29th day of June, 1921.
Witness:
Rose Garner. J. Clayton Brewer, (seal)

Order nisi.

Ordered this 6th day of July in the year, 1921, that the sale of the property mentioned in these proceedings made and reported by Nicholas H. Green, trustee, be ratified and confirmed unless cause to the contrary be shown on or before the 8th day of August next; provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 8th day of August next.

The report states the amount of sale to be \$3900.
Wm. N. Woodward, Clerk.

Publisher's Certificate -

Annapolis, Md. July 21st, 1921.

We hereby certify, That the annexed advertisement Order nisi, John Ridout Sullivan, Mary Elizabeth Sullivan, et al. vs. Mary Jane Sullivan. In the Circuit Court for Anne Arundel County No. 4469, Equity was published in the "Evening Capital and The Maryland Gazette", a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 8th day of August, 1921, the first insertion appearing on the 6th day of July, 1921.

The Capital Publishing Co.
By Burleigh C. Fooks,
Business Manager.

Final Order.

Ordered this 10th day of August in the year 1921, that the sale within reported be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the preceding order. The trustee is allowed the usual commission and such expenses as he may produce vouchers for to the auditor.
Robert Moss, A. J.

Auditor's Report and Account. Filed 31st August, 1921.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account,

All of which is respectfully submitted.

James N. Owens,
Auditor.

Cr.

The Real Estate of Mary J. Sullivan,
John R. Sullivan and others in ac. with Nicholas H. Green, Trustee.

Aug. 10, 1921.		Aug. 10, 1921.	
To Trustee for his commissions		\$ 147 00	
To Trustee for Court costs, viz:			By proceeds of sale of real estate \$ 39 00 00
" Solicitor for Plaintiff	\$ 10 00		
" " " Defendant	10 00		
" Clerk of Court	25 85		
" Sheriff of A. C. County	2 40		
" Guardian ad litem	4 00		
" Examiner (F. H. L.)	8 00		
" Stenographer (M. S.)	5 00		
" Cost of Exhibits (N. H. G.)	6 25		
" Premium on Bond (J. C. B.)	16 00		
" Auditor	9 00	\$ 96 50	
To Trustee for expenses viz:			
" Auctioneer (N. H. M.)	11 00		
" Adv. Sale (Evening Capital)	19 25		
" " Order of Publication (E. C.)	26 00		
" " " Misc on Account	5 00		
" printing hand bills (Art Press)	5 00	71 25	
To Sales. for fee, subject to exception		100 00	
To bal. for distribution		34 85 25	
	\$ 39 00 00	\$ 39 00 00	\$ 39 00 00

Distribution

By balance for distribution		\$ 34 85 25	
To Mary J. Sullivan mortgage claim	427 27		
" Mary J. Sullivan for life estate \$ 1045.56			
Less 1/4 of mortgage claim	106.75	938 81	
To Ida M. Zimmerman 1/6	406.62		
Less 1/4 mortgage claim	106.75	299 87	
To Mary E. Sullivan 1/6	406.62		
Less 1/4 mortgage claim	106.75	299 87	
To Summerfield B. Sullivan 1/6	406.62		
Less 1/4 of mortgage claim	106.75	299 87	
To John R. Sullivan Estate	406 61		
" Geo. W. Sullivan heirs 1/6 as follows			
" Cecelia F. Mrs. Nash, widow, 1/8. \$ 50.82			
" Geo. W. Sullivan, child, 1/4 88.94			
" Lillian M. Sullivan " " 88.95			
" Martha A. Sullivan " " 88.95			
" John W. Sullivan " " 88.95	406 61		
To Fannie Sullivan James Heirs distributed as follows:			
To Chas. W. Smith for claim filed 220.48			
" Louis B. Henkel Jr. on acct. of claim 186.13	406 61		
	\$ 34 85 25	\$ 34 85 25	

Order nisi -

Ordered, this 31st day of August, 1921, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the first day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the first day of October next.
Mr. N. Woodward, Clerk.

Publisher's Certificate -

Annapolis, Md., Sept. 21, 1921.

We hereby certify, That the annexed advertisement Order nisi of R. Sullivan et al versus Mary Jane Sullivan et al. In the Circuit Court for Anne Arundel County No. 4469 Equity, was published in the "Evening Capital and the Maryland Gazette," a daily newspaper and printed in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 1st day of October, 1921, the first insertion appearing on the 31st day of Aug. 1921.

The Capital Publishing Company.
By Burleigh C. Hooks,
Business Manager.

Final Order.

Ordered By The Court, this 3rd day of October, 1921, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.
Robert Moss, A. J.

In the matter of the sale
of the mortgaged real estate
of Henry Parker, deceased.

No. 4476 Equity
In the Circuit Court for
Anne Arundel County.

Mortgage - Filed Aug 19, 1920.

This Mortgage, made this twentieth day of July in the year
nineteen hundred and nine by Henry Parker and Mary
Parker, his wife of Anne Arundel county, in the State of
Maryland, of the first part, and James M. Mumroe,
Trustee for Mary M. Brainard of Anne Arundel County,
State of Maryland, of the second part, - Witnesseth, -

Whereas, The parties of the first part are justly and
bona fide indebted unto the said party of the second
part in the full and just sum of Two Hundred Dollars
for the payment whereof two years after date, the parties
of the first part have passed unto the party of the
second part, their joint promissory note of even date
herewith, and for the payment of the semi-annual
interest on said principal sum, the said parties of
the first part have also passed unto the party of the
first part their four other promissory notes of even
date herewith, each for the sum of six dollars and
payable at intervals of six months each; and whereas
the execution of these presents to secure the payment
of the aforesaid notes was a condition precedent to said
loan.

Now this Mortgage Witnesseth; that in consideration
of the premises, and of the sum of one dollar, the
parties of the first part have bargained and sold, and
by these presents do grant and convey unto James M.
Mumroe, Trustee for Mary Mary Brainard, his suc-
cessors and assigns, in fee simple, the following prop-
erty, namely: - All those two tracts of land situate
in the First Election District of Anne Arundel County,
which were conveyed to Henry Parker, party of the first
part by the two following deeds,

First, a deed from Isaac Parker, Sr. to the said Henry
Parker, party of the first part dated March 8, 1906, and
recorded in the Land Records of Anne Arundel County in
Liber G. N. No. 49, folio 99 by which said deed was conveyed
unto the said Henry Parker, 23 acres of land, more
or less.

Second: a deed from Isaac Parker & wife to the said
Henry Parker dated the 8th day of June, 1907, recorded
as aforesaid in Liber G. N. No. 56 folio 204, by which
said deed was conveyed to the said Henry Parker

16 acres of land, more or less, the two portions of land above described being laid down on a plat thereof made by John Shepherd, Surveyor, in the month of September, 1891, and being portions of the same land previously conveyed by Robert M. Cheston and wife to Isaac Parker, to Henry Parker and Samuel Parker, by deed dated February 3, 1891, recorded as aforesaid in Liber S. N. No. 38, folio 390, which said property was conveyed to the said Robert M. Cheston by James Rebell, Trustee, by deed dated December 15, 1890 and recorded as aforesaid in Liber S. N. No. 38, folio 75.

Together with the buildings and improvements thereon and all the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the above described property unto and to the proper use and benefit of James M. Mumroe, Trustee for Mary M. Brainard, his successors and assigns forever.

The parties of the first part do hereby covenant and agree with the party of the second part that the parties of the first part will do and perform as follows, during the existence of this mortgage:

(A.) To pay all taxes, assessments, public dues and charges of every kind levied or assessed or to be levied or assessed on the property hereby mortgaged, and on the mortgage debt intended to be secured hereby.

(B.) To pay the interest on the mortgage debt hereby secured promptly, according to the tenor of the aforesaid promissory notes, and the mortgage debt hereby secured when due.

(C.) To insure and keep insured in some Fire Insurance Company satisfactory to the mortgagee, his successors and assigns the buildings on the property hereby conveyed, and to cause said policy to be so framed, or endorsed, as in case of fire to insure to the benefit of the said mortgagee to the extent of the lien or claim hereunder.

(D.) To keep the improvements on the land hereby conveyed in good repair, committing no waste and suffering none to be committed.

And it is agreed that until default be made under this mortgage the mortgagors shall possess the aforesaid property.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns shall well and truly pay the aforesaid sum of Two Hundred Dollars together with the semi-annual interest thereon reserved, according to the tenor of the aforesaid promissory notes,

and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

But if default be made in the payment of said money or the interest thereon to accrue, or any part of either one of them at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said James M. Mumroe, Trustee of Mary M. Bramard, his successors and assigns, or James M. Mumroe her Attorney or Agent at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in manner following, viz: Upon giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed and published in Anne Arundel county, and such other notice as may be deemed expedient by the mortgagee or his Attorney, and, in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply, first, to the payment of all expenses incident to such sale, including an appearance fee and such other fee as may be allowed by the Court upon sufficient reason shown therefor; the premium on any bond that may be given for the faithful execution of his trust by the party making the sale to be allowed as a part of the expenses of the case. Second, to the payment of a commission to the party making the sale of said property, at the rate of seven per cent. on the gross proceeds of the sale of the property. Third, to the payment of all claims of the said mortgagee, his successors or assigns under this mortgage whether the same shall have matured or not, and the surplus, if any there be, to be paid to the said mortgagor their personal representatives or assigns, or to whomever may be entitled to the same.

Witness, the hands and seals of the said mortgagors.

Test:

Elizabeth Leatherbury

Henry Parker, (seal)

Mary Parker (seal)

State of Maryland, Anne Arundel County, to wit:
 I hereby certify that on this twentieth day of July, in the year nineteen hundred and nine before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel county aforesaid, personally appeared Henry Parker and Mary Parker, his wife and each acknowledged the foregoing mortgage to be their act, and, now at the same time, before me personally appeared, also, James M. Munroe, Trustee of Mary M. Brainard the within named mortgage and made said, in due form of law, that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal.
 Elizabeth Leatherbury
 Notary Public.

For value received I hereby assign this mortgage and the debt thereby secured to The Annapolis Savings Institution
 Witness my hand and seal this 27th October, 1917.
 Test: Ethel I. Pickling. James M. Munroe, (seal)
 Trustee of Mary M. Brainard.

\$200.00
 July 20, 1909
 Two years after date we promise to pay to the order of James M. Munroe, Trustee of Mary M. Brainard Two Hundred Dollars at Annapolis, Md.
 Value received.
 Henry Parker.
 Mary Parker.

Statement - Filed Aug 19, 1920
 Henry Parker

Note due 25 th July, 1920	\$72.10	
Interest to 15 th March 1921	<u>2.76</u>	\$74.86
Note due 26 th May 1920	\$61.80	
Interest to 15 th March 1921	<u>2.98</u>	\$64.78
Note due 18 th May 1920	\$92.70	
Interest to 15 th March 1921	<u>4.64</u>	\$97.34
Note due 15 th May 1920	\$36.05	
Interest to 15 th March 1920	<u>1.80</u>	\$37.85
Total due Bank 15 March 1921		\$274.83
10% attorney's collection fee thereon	\$27.48	27.48
Paid June 1, '21. See Auditors a/c.		<u>\$302.31</u>

Attorney's Bond. Filed and approved this 20th Aug., 1920.
Known all Men by these Presents:

That we, James M. Mumroe of Annapolis, Maryland and the Maryland Casualty Company of Maryland, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of One thousand (\$1,000.00) dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents sealed with our seals and dated this 19th day of August in the year of our Lord one thousand nine hundred and twenty.

Whereas the above bonded James M. Mumroe by virtue of a power contained in a mortgage from Henry Parker and Mary Parker, his wife to James M. Mumroe, Trustee of Mary M. Brainard dated 20th of July, 1909, and recorded in Liber G. N. No. 67, folio 449, one of the Land Record Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein and whereas such default has occurred and the said James M. Mumroe is about to execute the power vested in him in said mortgage

Now, the condition of the Above Obligation is such, that the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtues in law.

Signed, sealed and delivered in the presence of
L. Trail Finkle

Corporate Seal

James M. Mumroe (seal)
The Maryland Casualty Co. of Md.
Per Charles F. Lee & Co.
Agents.
By Charles F. Lee,
Pres.

Report of Sale. Filed Sept. 16, 1920 & Order nisi passed thereon.
To the Honorable, the Judges of said Court:

The report of James M. Munroe, the attorney named in the mortgage filed in this case to make sale of the real estate therein mentioned, respectfully shows:

That having given bond, with surety duly approved and after having advertised the property for more than three weeks in the weekly Advertiser, a newspaper published weekly at Annapolis, Maryland, thereby giving more than three week's notice of the time, place, manner and terms of sale, he did pursuant to said notices of sale attend in person at the Court House door in the City of Annapolis on Tuesday, the 14th day of September 1920, and then and there in the presence of quite a large number of persons offer said property to public sale and sold the same at and for the sum of fourteen hundred dollars (\$1400.00) to Mary Parker, she being then and there the highest bidder therefor, and has received from the said Mary Parker a deposit of one hundred dollars (\$100.00) on account of the purchase money, and your Attorney files herewith a copy of said advertisement and a memorandum in writing signed by the purchaser, agreeing to comply with the terms of sale and pay cash for said property or ratification of said sale, and a memorandum of said sale signed by the Auctioneer.

All of which is respectfully submitted.

James M. Munroe, Attorney.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 16th day of September in the year 1920, before me the subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared the above named James M. Munroe, the attorney named in the mortgage filed in the above entitled case, and made oath in due form of law that the matters and things set forth in the foregoing report of sale are true as therein set forth, and that the said sale was fairly made.

Wm. A. Hayden,
Deputy Clerk of the Circuit Court
for Anne Arundel County.

Handbill.

J. Roland Brady, Auctioneer.

Mortgagee's Sale of Valuable Tract of land in the First Election District of Anne Arundel County, Maryland.

By virtue of a power of sale contained in a mortgage from Henry Parker and Mary Parker, his wife, dated 22nd of July, in the year 1909, and recorded in the Land Records of said county in Liber G. N. No. 67 folio 499 &c., and at the request of the surviving mortgagee, I will offer at public sale at the Court House door in the city of Annapolis, Maryland, on Tuesday, September 14th, 1920, at eleven o'clock A. M., the following property, viz:

All those two tracts of land situate in the First Election District of Anne Arundel county which were conveyed to Henry Parker by the two following deeds:

(1) deed from Isaac Parker, Sen., dated March 8, 1906, and recorded as aforesaid in Liber G. N. No. 49, folio 99 &c., containing 26 acres of land, more or less.

(2) deed from Isaac Parker, Jr., dated June 8, 1907, and recorded as aforesaid in Liber G. N. No. 56, folio 204, &c. containing 16 acres of land, more or less.

This property is located adjoining the property of Mrs. Rogers Noollen, Mr. Tudor Jones and Mr. Samuel Parker, and is situated about two miles from Lathian. It is improved by a good dwelling house of four rooms, a tobacco barn of eight rooms, a stable of five stalls and a cornhouse, and has upon it springs of good water. There is some woodland, but most of the land is arable and the main crops are tobacco and corn.

Terms of Sale:— Cash on ratification of sale. A deposit of \$100 will be required of the purchaser on the day of sale. For further particulars inquire of the undersigned.

James M. Munroe,
Atty. named in Mortgage.

Annapolis, Md. Sept. 14, 1920.

I have this day sold the property mentioned in the annexed advertisement to Mary Parker at and for the sum of fourteen hundred dollars (\$1400.00) and this day sold at public sale.

J. Roland Brady, Auctioneer

Annapolis, Md. Sept. 14, 1920.

I have this day purchased the property mentioned in the annexed advertisement of James M. Munroe.

Attorney, at public sale at and for the sum of fourteen hundred dollars (\$1400.00) and I hereby agree to comply with the terms of sale and pay cash in full on ratification of said sale.

Mary Parker.

Order nisi.

Ordered, this 16th day of September, 1920, That the sale of the real estate of Henry Parker, deceased, made and reported by James M. Murrese, Attorney, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 18th day of October next, Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of October next.

The report states the amount of sales to be \$1400.00
Wm. N. Woodward, Clerk.

Publisher's Certificate.

Annapolis, Md. January 11th, 1921.

We hereby certify, That the annexed advertisement Order nisi in the matter of the mortgaged real estate of Henry Parker, in the Circuit Court for Anne Arundel County, No. 4476 Equity was published in the "Evening Capital and The Maryland Gazette", a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 18th day of October, 1920, the first insertion appearing on the 16th day of September, 1920.

The Capital Publishing Company.
By Burleigh C. Hooks,
Business Manager.

Final Order.

Ordered By The Court, This 12th day of January, 1921, that the sale made and reported by the trustee aforesaid, be and the same is hereby Ratified and Confirmed no sufficient cause to the contrary having been shown, although due notice appears to have been given as required by the Order nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss, A.J.

Auditor's Report and Account - Filed 24th March, 1921.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, which having distributed ~~the~~ all costs, commissions, taxes and vested credits and also the share to the widow, a balance is left in the hands of Trustee to be distributed under a further Order of Court to the other heirs of the deceased.

All of which is respectfully submitted.

James N. Owens, Auditor.

The mortgaged Real Estate of Henry Parker in ac. with

To 7% commission provided in mortgage

By Court costs to the attorney, viz:

To attorney's appearance fee

" clerk's costs

" premium on bond

To the atty. for his expenses, viz:

" advertising sale (Advertiser)

" Order ticket on sale (Capital)

" " " " this acct. (Capital)

" Auctioneer (J. R. B.)

" Auditor

To 1919 taxes

" 1920 "

To amt. refunded to Mary Parker, Adm^x for overpayment of personal estate

To amount of mortgage claim

To " due Farmers National Bank on promissory notes and judgment, including Court costs and atty's com.

To balance for distribution

To balance for distribution

To Mary Parker, widow, there being no children

To 5% collateral inheritance tax on remainder due \$313.90

By balance due estate of Henry Parker, deceased.

James M. Mumrose, Attorney.

\$98 00

Sept. 14, 1920

To proceeds of sale as per report

\$14 00 00

\$10 00

10 25

10 00

30 25

\$20 00

5 00

5 00

10 00

9 00

49 00

\$33 30

33 60

66 90

19 75

206 00

302 31

627 81

\$14 00 00

\$14 00 00

\$627 81

\$313 91

\$15 70

\$298 20

\$627 81

\$627 81

N. B.
See Amended Report & Account of the Auditor

Order nisi-

Ordered, this 24th day of March, 1921, That the Report and Account of the Auditor, filed this day in the above entitled cause, be Ratified and Confirmed, unless cause to the contrary be shown on or before the 25th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of April next.

Wm. N. Woodward, Clerk.

Office of The Weekly Advertiser - Annapolis, Md. April 25, 1921.

Will hereby certify that the annexed Order nisi in the matter of the Sale of the Mortgaged Real Estate of Henry Parker, deceased No. 4476 Equity was published in The Weekly Advertiser a newspaper published in the City of Annapolis, once a week for three successive weeks before the 25th day of April, 1921. The first insertion being made the 31st day of March, 1921.

The Annapolis Publishing Co.
Publishers
C. F. Tucker.

Ordered By The Court, this 31st day of May, 1921, that the a-
foregoing Report and Account of the Auditor be and the same
is hereby finally ratified and confirmed, no cause to the
contrary having been shown, and that the Trustee apply the
proceeds accordingly with a due proportion of interest as
the same has been or may be received.

Robert Moss, A. J.

Petition for re-statement of Auditor's Account - Filed 16th Aug. 1921.
To the Honorable, The Judges.

The petition of Mary Parker respectfully shows:

1. That she was the administrator of the personal estate of her deceased husband, Henry Parker, and with the assistance of the deputy register of Mills filed what she thought was a Final Account of her administration, copy of which is herewith filed. That she did not have assets of her decedent enough to pay in full all the claims which were set out in her said account and that for some reason unknown to her certain claims which had been duly filed were not paid at all nor anything on account thereof and on the claim of Mr. H. Moore & Co., for one hundred nineteen dollars and forty-three cents (\$119.43) only fifty-five dollars and eighteen cents (\$55.18) was paid and the claims of The Farmers National Bank of Annapolis and of James O. Murray and George R. Murray

were entirely omitted from her account, as appears by reference to a certified copy of the list of Claims filed against the estate of her decedent, herewith filed.

2. That subsequently the real estate of her decedent was sold under the proceedings in this case and an account stated by the auditor and out of the proceeds of said sale the claims of The Farmers National Bank were paid, but the claims of James A. Brury, George R. Brury and the balance owed Wm. H. Moore & Co., were not paid and demand is now made upon your petitioner for payment of the same. That said claims are just and ought to be paid.

3. That there was a balance left in the hands of James M. Munroe, the Attorney who made the sale in this case of Six hundred twenty-seven dollars and eighty-one cents (\$627.81), as will appear by the Auditor's account in this case, one half which was audited to your petitioner and the balance after payment of collateral inheritance tax, was audited to the estate of your petitioner's decedent, Henry Parker.

4. That said account of the auditor is erroneous in that no distribution of the balance of proceeds of sale after payment of mortgage debt and expenses should have been made to your petitioner and the estate of her decedent until all the claims against the estate of her decedent had been paid, and as the said amount of money audited to the estate of said Henry Parker still remains in the hands of the said Munroe undistributed, your petitioner prays the Court to refer the papers in this case back to the auditor with instructions to restate the said account, first allowing out of the surplus proceeds of said sale the unpaid claims duly filed against the estate of said Henry Parker and then distributing the balance one half to your petitioner, the widow of said Henry Parker, and one half to the estate of said Henry Parker, the said Parker having died intestate and leaving no children, but leaving surviving him the petitioner, his widow, and several brothers and sisters, and no other property except the property sold under the said mortgage. And as is duly etc.

James M. Munroe,
Solv. for petitioner.

Ordered by the Court this 16th day of October, 1921 upon the foregoing petition and exhibits that this case be

and is hereby referred back to the auditor with instructions to restate the Account of the proceeds of sale in this case in accordance with the prayer of this petition subject never the less to our proper expectations.

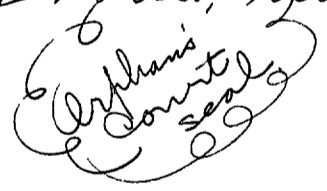
Robert Moss, A.J.

Copy of Claims filed in Orphans Court - Filed 16th August, 1921. List of Claims vs. Estate of Henry Parker, deceased, as per Voucher Slockett L. A. P. No. 1, one of the record books in the office of Register of Wills, Anne Arundel County, Maryland.

Farmers National Bank	Note	\$ 61.80
"	"	36.05
"	"	92.05
"	"	72.10
J. C. Drury	Acct.	25.00
Wm. H. Moore	"	119.43
George T. Drury	"	17.80
		<u>\$ 424.23</u>

State of Maryland, Anne Arundel County
I, Aden B. Slockett, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the foregoing is a true and full copy of the list of claims versus Estate of Henry Parker, late of said County, deceased, as taken from Voucher Slockett, L. A. P. No. 1 kept in the office of Register of Wills for Anne Arundel County.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court this 28th day of July in the year of our Lord, nineteen hundred and Twenty one.



Aden B. Slockett,
Register of Wills for Anne Arundel Co.

Estate No. 1st final account of Mary Parker, Adm^r. Henry Parker, deceased - Filed 16th August, 1921.

In the Orphans' Court of Anne Arundel County.

This accountant charges herself with the amount of Inventory as per Liber Folio will appear, as follows
Appraisalment as per Inventory filed 15th June, 1920. \$ 361.00
Cash in Bank 40.00
\$ 401.00

And she craves allowance for the following disbursements:

Amount brought forward. -			401 00
10 % Commrs.	\$ 40.10		
Less State Tax	4.01	\$ 36 09	
State Tax thereon		4 01	
Wm. H. Moore & Co.		55 18	
J. Brewer & son - Insurance		5 00	
Nelson Owens		1 00	
Edward A' Niell		6 45	
Mrs. Morris Salbat funeral expenses		165 00	
Chas. A. Wilkinson		21 10	
Mrs. Thos. Jones		12 00	
George Burke		7 00	
Premium on bond		10 00	
Publishing Notice to creditors		5 00	
Aden B. Muckett, Reg.,		10 15	
Widows Allowance		75 00	
Aden B. Muckett, Admth. costs		7 75	
Estate overpaid			19 73
		\$ 420 73	\$ 420 73

Anne Arundel County, so:-

On this 20th day of January, 1921, came Mary Parker, Adm^r. of Henry Parker, deceased, and made oath in the presence of Almighty God that the foregoing account as stated is just and true, and that she has paid or secured the payment of every sum for which she has craved an allowance.

True Copy (test

Aden B. Muckett,
Reg. of Mills for Anne Arundel Co.

Testimony taken before the Auditor - Filed 16th August, 1921.
 Tom Parker, one of the brothers of Henry Parker, de'cd, being duly sworn says the following are the brothers and sisters and the brothers' and sisters' children of Henry Parker and are entitled to an interest in the proceedings of the real estate of the said Henry Parker as heirs-at-law, namely; Sam Parker. Tom Parker. Charles Parker - brothers; Matilda Randall; Millie Cabert (de'cd) all of full age; That another brother Isaac Parker is dead leaving a widow surviving named Alice Parker, age about 45 - and four children namely; Lattie Sharp;

Emma J. Parker, Clarence Parker and Clifton Parker.
That Lottie Sharp and Emma J. Parker are both of full age;
That Clarence is about 15 years of age, and Clifton about 13
years of age.

That there was a sister Millie Cabert, deceased, and whose
husband Charles Cabert, age 50 years, survives her and also
four children namely; William Cabert, 26 years of age; Mary
Cabert 25 years of age; Hillary Cabert, age 22 years; Sarah
Cabert, age 20 years.

Nelson Parker (brother) and wife are both dead, but left the
following four children; John H. Parker. 30 years old; Galloway
Parker. 26 years; Jesse Parker. 22 years; Martha Johnson,
the wife of Charles Johnson, age 28 years.

That Ella Mackall, a sister is deceased but her husband
George Mackall, age 45 years, survives her and also eight
children as follows; Ader Mackall, 23 years; Rachael Powell
(married) 22 years of age; Irene Mackall. 21 years of age;
Maggie Mackall. 19 years of age; Hester Mackall - age 15 years;
George Mackall - 14 years of age; William Mackall, 12 years
of age; Sam Mackall, 10 years of age.

Clayton Parker, a brother is dead leaving a widow, Carrie
Parker age between 35-40 years. There are a number of chil-
dren whose names and ages this witness will procure and
furnish to the Auditor.

Lizzie Parker also appeared at the same time and made
oath that the statement of Tom Parker as to the heirs of
Henry Parker is true as stated by him.

James N. Owens, Auditor.

Amended.

Auditors Report and Account. - Filed 30th Sept. 1921.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined
the proceedings in the above entitled cause, and from
them he has stated the within account.

All of which is respectfully submitted.

James N. Owens,
Auditor.

Cr.

The mortgaged real estate of Henry Parker, deceased, in ac. with
 By claim of James A. Shury
 " " " George R. Shury
 " bal. due W. H. Moore & Co.
 " 1/2 bal. to Mary Parker, widow of Henry Parker
 By bal. due estate of Henry Parker

James M. Monroe, Attorney -
 \$ 25 00 To balance for distribution after payment of mortgage debt, expenses of sale and claims of Farmers Nat'l Bank of Annapolis
 17 80
 64 25
 260 28
 260 28
 \$ 627 81

To balance due estate of Henry Parker \$ 260 38
 By Auditor for re-statement of account 4 50
 " Samuel Parker 1/11 23 26
 " Thomas Parker 1/11 23 26
 " Charles Parker 1/11 23 26
 " Martha Randall, otherwise called, 1/11 ^{matilda} 23 27
 " Lizzie Parker 1/11 23 27
 " George Parker 1/11 23 26
 " heirs of Millie Calvert 1/11 viz:
 To Mrs Calvert 1/4 thereof \$ 5.81
 " Mary Calvert Hall 1/4 thereof 5.82
 " Hillary Calvert 1/4 " 5.81
 " Sarah Calvert 1/4 " 5.82 \$ 23 26
 To heirs of Isaac Parker 1/11 viz:
 To Lattie Sharp 1/4 thereof \$ 5.82
 " Emma J. Parker 1/4 " 5.82
 " Clarence Parker 1/4 " 5.81
 " Clifton Parker 1/4 " 5.81 23 26
 To heirs of Nelson Parker 1/11 viz: \$
 1. Galloway Parker 1/4 thereof 5.81
 2. Jesse Parker 1/4 " 5.81
 3. John H. Parker 1/4 " 5.82
 4. Mary Johnson 1/4 " 5.82 23 26
 To heirs of Ella Mackall 1/11 viz: \$
 1. Aden Mackall 1/8 thereof 2.91
 2. Rachel Powell " " 2.91
 3. Irene Mackall " " 2.91
 4. Maggie Mackall " " 2.91
 5. Hester Mackall " " 2.91
 6. George Mackall " " 2.91
 7. William Mackall " " 2.90
 8. Samuel Mackall " " 2.90 23 26

To the heirs of Clayton Parker 1/11, names not mentioned.
 23 26
 \$ 260 38 \$ 260 38

We hereby consent to the immediate ratification of this account.
 James N. Owens,
 Atty. for Thos. Sam, Charles and Lizzie Parker.

Ordered By The Court, this 15th day of February, 1922, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.
 Robert Moss,

Petition for payment of infant children's share of proceeds of sale to their parents. Filed 23rd Nov. 1921.

To the Honorable, the Judges of said Court:

The petition of James M. Mumroe, Attorney, respectfully shows: That there remains in his hands, of the proceeds of sale of the mortgaged real estate in the above entitled case, the sum of five dollars eighty one cents (\$5.81) due to Clarence Parker, an infant, and the sum of \$5.81 due to Clifton Parker infant, as will appear by reference to the Auditor's Account in the above entitled case, and he now prays the order of the Court authorizing him to pay over said money to Alice Parker, mother of said infants, to be used by her in her discretion for their benefit.

Likewise there remains in his hands out of the proceeds of sale of said property the sum of \$2.91 due to Hester Makall, infant, \$2.91 due to George Makall, infant, and \$2.91 due to William Makall, infant, and \$2.91 due to Samuel Makall, infant and he prays the order of Court authorizing him to pay over said money to George Makall, the father of said infant children.

And as in duty, etc.

James M. Mumroe, Attorney.

Ordered by the Circuit Court for Anne Arundel County that James M. Mumroe, Attorney in the above entitled case be and he is hereby authorized and directed to pay over the money mentioned in the foregoing petition as due to Clarence Parker and Clifton Parker, infants, to their mother, Alice Parker, and the money due to Hester Makall, George Makall, William Makall and Samuel Makall, infants, to George Makall, father of said infant children.

Robert Moss, A.J.

In the matter of the
Mortgaged Real Estate of
Grover L. Boyer and
Lizzie V. Boyer, his wife.

No. 4598 Equity.
In the Circuit Court for
Anne Arundel County.

Filed 18th Oct. 1921.

William N. Woodward, Esq., Clerk.

Please docket the above case, file mort-
gage note, etc.

Jno. S. Strahan, Attorney.

Mortgage from Grover L. Boyer and wife to Lily V. Jeffrey.

Filed 18th Oct. 1921.

This mortgage, made this 8th day of January, in the
year nineteen hundred and ten, by Grover L. Boyer and
Elizabeth V. Boyer, his wife, of Anne Arundel County in the
State of Maryland, parties of the first part, and Lily V.
Jeffrey, of County and State aforesaid, party of the second
part.

Whereas the said Lily V. Jeffrey has this day loaned
to the said Grover L. Boyer and Elizabeth V. Boyer, his wife,
One Thousand dollars, which said sum is to be paid,
with interest, three years after date, and for said sum,
the said parties of the first part have this day passed
to the said Lily V. Jeffrey their joint and several prom-
issory note, of even date herewith, for the sum of One
Thousand dollars, and is payable to the order of the said
Lily V. Jeffrey, three years after date, and for the interest
to accrue thereon, have likewise passed their six other
joint and several promissory notes of even date here-
with, for the sum of Thirty dollars each, and are pay-
able to the order of the said Lily V. Jeffrey, in six,
twelve, eighteen, twenty four, thirty and thirty six months
after date respectively, and for the purpose of securing
the payment of said mortgage debt and interest, this
mortgage is executed.

Now Therefore this mortgage Witnesseth, that in con-
sideration of the premises and the sum of One dollar,
the said Grover L. Boyer and Elizabeth V. Boyer, his wife,
do grant and convey unto Lily V. Jeffrey, her heirs
and assigns, all that lot of ground situate in Anne
Arundel County, which is described as follows, that
is to say:

Beginning for the same at a stone at the end of
the third line of the land described in a deed from
Robert Moss and Bruner R. Anderson, Trustees, to

Leonard M. Boyer and wife, said deed bearing date the 24th day of December 1909, and intended to be recorded among the Land Records of Anne Arundel County prior hereto, thence on the fourth line of said land as corrected for variation, South eighty four and three quarter degrees East seventy four perches to a stone, thence running across the whole tract, North four and three quarter degrees West eighty three and one half perches, thence South seventy seven and three quarter degrees West thirty one and seven tenths perches, thence South twenty five and one half degrees West seventy six and one half perches to the place of beginning, containing twenty five acres of land more or less.

Being the same land that is described in a deed of even date herewith from Leonard M. Boyer and wife to Grover C. Boyer and wife, said deed to be recorded among the Land Records of Anne Arundel County prior hereto.

Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages, thereto belonging, or in any wise appertaining.

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Lily V. Jeffrey, her heirs and assigns.

Provided that if the said Grover C. Boyer and wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of One Thousand dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Grover C. Boyer and wife, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Grover C. Boyer and wife, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for

the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Lily V. Jeffrey, her personal representatives and assigns, or Brainerd P. Anderson, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said mortgage, her personal representatives or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of twenty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, secondly, to the payment of all claims of the said mortgage, her personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

And the said Grover C. Boyer and Elizabeth V. Boyer, his wife, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this mortgage, to keep insured in some good company satisfactory to the said mortgage, her personal representatives and assigns, the improvements on the hereby mortgaged land, to the amount of at least Four Hundred dollars, and to cause the policy to be affected thereon, to be so framed or indorsed, as in case of fire, to insure to the benefit of the said mortgage, her personal representatives and assigns, to the extent of their lien or claim hereunder, and to de-

lives said policy or policies to the said Mortgagee, her personal representatives and assigns.

Witness the hands and seals of the said Mortgages.
Test: Grover C. Boyer (seal)
Cora W. Anderson. Elizabeth V. Boyer (seal)

State of Maryland, Anne Arundel County, to wit:
I hereby certify, that on this 8th day of January 1910, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Grover C. Boyer and Elizabeth V. Boyer, his wife, and each acknowledged the foregoing Mortgage to be their respective act.
At the same time also personally appeared Bruner R. Anderson, Agent of the within named Mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that he is the Agent of the said Mortgagee.
As Witness my hand and Notarial seal.
Cora W. Anderson,
Notary Public.

For value received I hereby assign the within mortgage to Charles W. Anderson.
Witness my hand and seal this 1st day of March, 1913.
Witness: Billie J. Boyer (seal)
B. R. Anderson. formerly Billie W. Jeffery

For value received I hereby assign the within mortgage to Louis Hillman without recourse to me.
Witness my hand and seal this 8th day of January, 1921.
Witness: Charles W. Anderson. (seal)
B. R. Anderson

I hereby assign the within mortgage to John S. Strahan Attorney for purposes of foreclosure.
Witness my hand and seal this 17th day of October, 1931.
Test: Louis Hillman (seal)
L. Trail Fauble

\$1,000.⁰⁰ January 8th, 1910.
Secured by mortgage of even date herewith. Three years after date we jointly and severally promise to pay to the order of Lily V. Jeffery, One Thousand Dollars -
Value received.
Grover C. Boyer,
Elizabeth V. Boyer.

Attorney's Bond - Filed and approved this 18th October, 1921.

Know all Men by these Presents, that we, John S. Strahorn, as principal, and The Maryland Casualty Company, of Baltimore, Maryland, a body corporate, authorized by its charter to become surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of three thousand dollars (\$3,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally firmly by these presents.

Sealed with our seals and dated this 18th day of October, 1921.

Whereas, the above bounden, John S. Strahorn, by virtue of the power contained in a mortgage from Grover C. Boyer and wife, dated January 8, 1910, recorded among the Land Records of Anne Arundel County in Liber 9. D. No. 69 folio 490, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The condition of the above obligation is such, that if the above bounden, John S. Strahorn, does and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of Charles F. Lee.

Countersigned: Winson H. Gatt, Attorney in Fact.



John S. Strahorn, (seal)
The Maryland Casualty Company of
Baltimore City, Md.

By Charles F. Lee & Co., Agents.
By Chas. F. Lee.

Report of Sale under Power in Mortgage. Filed 17th November, 1921.

To the Honorable the Judges of the Circuit Court for Anne Arundel County. Sitting as a Court of Equity.

The report of John S. Strahorn, Attorney, assignee for purpose of foreclosure, in a mortgage from Grover C. Boyer and Bizzie V. Boyer, his wife to Wm. V. Jeffrey bearing date the eight day of January, A. D. nineteen hundred and ten, and recorded among the land records of said County in the State of Maryland in Liber

Y. N. No. 69, Folio 490, respectfully shows, that in and by an assignment said mortgage had the said John S. Strahm, Attorney, was empowered to make sale of the property thereby mortgaged on default being made in certain payments therein specified as will more fully appear from said mortgage filed herewith as part of this report. That default was made in said payments so that said power of sale became operative.

That after giving bond with security for the faithful discharge of his trust as required by law, which said bond was duly approved by the clerk of this court and is now on file among the proceedings in this cause, and giving notice of the time, place, manner and terms of sale by advertisements in The Advertiser-Republican a newspaper printed and published in said county, for more than twenty days before the day of sale and by handbills extensively circulated throughout said county, the said John S. Strahm, Attorney did pursuant to said notice attend at the Court House door, Annapolis, on the 15th day of November, A. D. nineteen hundred and twenty one, at 11 o'clock A. M. and there proceeded to sell said property as follows. In the first place the said John S. Strahm, Attorney offered at public sale to the highest bidder the property mentioned and described in said mortgage, containing twenty five acres of land, more or less, with the buildings and improvements thereon, being the identical property conveyed to the said Grover C. Boyer and wife by Leonard M. Boyer and wife by deed bearing date the 8th day of January, 1910, and recorded in said land records in Volume Y. N. No. 69, folio 488 etc. and sold the same to Rezin S. Stinchcomb, at and for the sum of \$2575.⁰⁰ he being then and there the highest bidder therefore, and the said purchaser has paid the sum of \$500.⁰⁰ on account of said purchase price, and offers himself ready and willing to further comply with the terms of said sale.

Respectfully submitted,
John S. Strahm,
Attorney.

State of Maryland, Anne Arundel County, Ct.

On this 17th day of November, nineteen hundred and twenty-one, personally appeared before me, the subscriber, Deputy Clerk of the Circuit Court for said County, John S. Strahm, Attorney named in the above report of sale, and made oath in due form of law, that the matters and things

stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

L. Trail Fauble, Dep. Clerk.

Handbill.

J. Roland Brady, Auctioneer.

Mortgagee's Sale of Valuable Fee Simple Real Estate, in the Fourth Election District at Severn, Anne Arundel County, Maryland.

Under and by virtue of a power of sale contained in a mortgage from Grover H. Boyer and Elizabeth V. Boyer, his wife, bearing date the 8th day of January, 1910, and duly recorded among the Land Records of Anne Arundel County, Maryland, in Liber G. N. No. 69, folio 90, etc., the said mortgage being now in default, the undersigned, Assignee thereof for purposes of foreclosure, will sell at public auction at the Court House door in the City of Annapolis, Maryland, on Tuesday, November 15, at 11 o'clock A. M. the following described real estate, situate, lying and being at Severn, Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a stone at the end of the third line of the land described in a deed from Robert Moss and Bruner A. Anderson, Trustees, to Leonard M. Boyer and wife, bearing date the 24th day of December, 1909, and duly recorded among the Land Records of Anne Arundel County, aforesaid, and running thence on the fourth line of said land, as corrected for variation, South 84³/₄ degrees East, 74 perches, to a stone; thence running across the whole tract, North 4³/₄ degrees West, 83¹/₂ perches; thence South 77³/₄ degrees West, 51¹/₂ perches; thence South, 25¹/₂ degrees West, 56¹/₂ perches to the place of beginning containing twenty-five acres of land, more or less. Being the same land which was conveyed to the said mortgagors by Leonard M. Boyer and wife, by their deed dated the 8th day of January, 1910, and recorded among the said Land Records in Liber G. N. No. 69, folio 488, etc.

This property is improved by a substantial dwelling house, in good repair, and other substantial out-buildings, and is well located, being convenient to schools, churches, stores and the railroad. Taxes insurance and other charges to be adjusted to day of sale.

Terms of Sale: Cash or ratification of the sale.

A deposit of five hundred dollars (\$500.00) will be required on day of sale.

John S. Strahorn, Attorney.

Office of The Weekly Advertiser -

Annapolis, Md., November 17, 1921.

I hereby certify that the annexed Mortgagee's Sale of valuable fee simple real estate in the Fourth Election District at Serdem - Grover C. Boyer and Elizabeth V. Boyer, his wife was published in The Weekly Advertiser a newspaper published in the City of Annapolis, once a week for four successive weeks before the 15th day of November, 1921. The first insertion being made the 23rd day of October, 1921.

The Annapolis Publishing Co.
Published
C. H. Tucker

Annapolis, Maryland -

November 15th 1921.

I, Regim S. Strichcomb, of Serdem, Anne Arundel County, Maryland, do hereby acknowledge that I have this date bought from John S. Strahorn, Attorney, the property advertised for sale on the reverse side of this sheet, at and for the sum of Two Thousand Five Hundred and Seventy Five dollars (\$2,575.00) and I agree to comply with the terms of said sale as so advertised.

Test:

John S. Strahorn.

Regim S. Strichcomb, (seal)

I hereby certify that on this 15th day of November, 1921, I sold the property mentioned in the within hand bill containing 25 acres of land to Mr. Regim S. Strichcomb, at the sum of \$2,575.00 he being then and there the highest bidder therefor.

J. Roland Brady, Auctioneer.

Ordered, This 17th day of November, 1921, that the Sale of the property mentioned in these proceedings made and reported by John S. Strahorn, Attorney, be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 19th day of December next, Provided, a copy of this Order be inserted in some newspaper printed and published in Anne Arundel County once in each of three successive weeks before the 19th day of December, 1921. The Report states the amount of Sale to be \$2,575.00

Wm N. Woodward,

Clerk

Annapolis, Md. December 5th 1921.

Publisher's Certificate,

We hereby certify, that the annexed advertisement Order nisi in the Matter of the Sale of the mortgaged Real Estate of Grover C. Boyer and wife, in the Circuit Court for Anne Arundel County, No. 4598 Equity was published in the "Evening Capital and The Maryland Gazette," a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 19th day of December, 1921, the first insertion appearing on the 18th day of November, 1921.

The Capital Publishing Company.
By Burleigh C. Fooks,
Business Manager.

Ordered by the Court, this 21st day of December, 1921, that the Sale made and reported in this cause by the Attorney aforesaid be and the same is hereby finally Ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the preceding order nisi; and it is further ordered, that this cause be and the same is hereby referred to the Auditor of this Court to state an account, in which he is directed to allow to the said Attorney the usual commissions and all proper expenses for which he shall produce satisfactory vouchers; and the Auditor shall report said account subject to the further order of this Court.

Robert Mass, A. J.

Petition to allow judgment of Nienhold's Garage, according to its legal priority, and order of Court thereon.

Filed, 18 Jan. 1922.

To the Honorable, the Judges of said Court:

The petition of John F. Nienhold and George Nienhold co-partners, trading as Nienhold's Garage, respectfully shows:

(1). That they are the holders of a judgment against Grover C. Boyer and Elizabeth A. Boyer, his wife, being No. 70 Trials, July Term, 1920, a copy of which is filed herewith.

Your Petitioners accordingly pray the Court that the said judgment be allowed in the Auditor's Account in the above entitled case according to its legal priority.

And as in duty bound, etc.

Ridgely P. Mehlin,
Solicitor for Petitioners.

Upon the foregoing petition it is hereby ordered by the Circuit Court for Anne Arundel County in Equity, this 13th day of January, 1922, that the Auditor in stating his account in this case allow the judgment of the petitioners according to its legal priority. Robert Moss, A.J.

No. 70
Trials
John F. Wienhold & George
Wienhold Co Partners trading
as Wienhold Garage
vs.
Grover L. Boyer & Lizzie V. Boyer

July Term, 1920
1920. Oct 5 - Narr note, confession
of judgment and order of Court
and judgment by confession in
favor of the plaintiff for the sum
of \$404.76 current money with
interest from date and costs
and Atty. fee for \$46.47.

Amount	464.96
Interest	37.20
Costs	13.20
Fee	46.47
	<hr/>
	561.77
Less Allowance	37.61
Equity 4524	<hr/>
Makes case	524.16

Plaintiff's Cost \$ 7.00
Defendants' Cost 5.00
Add Cks. Cost. 1.20

State of Maryland, Anne Arundel County, Ct.
I Hereby Certify, That the above short copy of judgment
and docket entries are truly taken from the Record of
Proceedings of the Circuit Court for Anne Arundel County.
And I further Certify, That it does not appear from
any entry therein, that the same has been paid, or in
any manner satisfied.

In Testimony Whereof, I have hereunto set my hand
and affixed the seal of the Circuit Court for Anne
Arundel County, this 11th day of January, 1922.



Mrs. Martin Brady,
Ck. of the Circuit Court for
Anne Arundel County.

Petitioner's Exhibit No. 1 - Filed 1st Feby. 1922.
This Mortgage, Made this 7th day of April in the year
nineteen hundred and twenty-one, by Grover L. Boyer and
Elizabeth V. Boyer, his wife, of Anne Arundel County, in
the State of Maryland, mortgagors of the first part,
and Louis Hillman, of the same County and State,
of the second part.

Witnesseth, whereas the said mortgagors are justly indebted unto the said mortgagee in the full sum of fifteen hundred dollars (\$1500.00), and have given therefor unto the said mortgagee their joint and several note for the said principal sum, of even date herewith, drawn to his order and payable one year after date, and for the interest to accrue thereon, the said mortgagors have passed unto the said mortgagee their two joint and several notes, of even date herewith, each for the sum of forty-five dollars and payable, respectively, six and twelve months after date;

And Whereas, it was a condition precedent to the granting of said advance, to better secure the payment of said principal sum, with interest thereon as aforesaid, that these presents be executed.

Now Therefore, this mortgage witnesseth, that in consideration of premises and sum of one dollar the said Grover C. Boyer and Elizabeth J. Boyer, his wife, do hereby grant and convey unto the said Louis Hillman, his heirs and assigns, all that lot of ground in Anne Arundel County, in the State of Maryland, and described as follows:

Beginning for the same at a stone at the end of the third line of the land described in a deed from Robert Moss and Bruner A. Anderson, Trustees, to Leonard M. Boyer and wife, dated December 24th 1909, and recorded among the land records of Anne Arundel County; thence on the fourth line of said land as corrected for variation south $84\frac{3}{4}$ degrees east 74 perches to a stone, thence running across the whole tract north $4\frac{3}{4}$ degrees west $83\frac{1}{2}$ perches; thence south $77\frac{3}{4}$ degrees west $31\frac{7}{10}$ perches; thence south $25\frac{1}{2}$ degrees west $76\frac{1}{2}$ perches to the place of beginning.

Being the same lot of ground described in a deed from Leonard M. Boyer and wife to the said mortgagors dated January 8th 1910, and recorded among the land records of Anne Arundel County in Liber G. D., No. 69, folio 488.

Together with the buildings and improvements thereon and the rights, roads, ways, water, privileges appurtenances and advantages, thereto belonging, or in any-wise appertaining.

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of Louis Hillman, his heirs and assigns forever.

Provided that if the said Grover C. Boyer and Elizabeth V. Boyer, his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of fifteen hundred dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which, taxes, assessments, public dues, charges, mortgage debt and interest, the said Grover C. Boyer and Elizabeth V. Boyer, his wife, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Louis Hillman, his personal representatives or assigns, or A. Herman Siskind, their Attorney or Agent, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following: viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, his personal representatives or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of all the said Mortgagee, his personal representatives and assigns under this Mortgage, whether the same shall

have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Prince Georges County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns do hereby covenant to pay and the said Mortgagee, his personal representatives or assigns or A. Herman Siskind, their said

Attorney shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

And the said Grover C. Boyer and Elizabeth V. Boyer, his wife, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least fifteen hundred dollars, and to cause the policy to be reflected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his personal representatives and assigns.

Witness the hands and seals of the said Mortgagors.

Test:
Agnes Boylan.

Grover C. Boyer, (seal)
Lizzie V. Boyer, (seal)

State of Maryland, Baltimore City (County) to wit:

I Hereby Certify, that on this 7th day of April, in the year nineteen hundred and twenty-one before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Grover C. Boyer and Elizabeth V. Boyer, his wife, the Mortgagors named in the aforesaid mortgage and severally acknowledged the aforesaid mortgage to be their act. At the same time also appeared Louis Hillman, the within-named mortgagee and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

(Notary Seal)

Agnes Boylan,
Notary Public.

Mortgage Note.
(Revenue Stamp \$2.00)
\$45.00

Baltimore, April 7th, 1921.

Secured by Mortgage of even date herewith. Six months after date, we jointly and severally promise to pay to the order of Louis Hillman Forty-five Dollars.
Value received.

Grover C. Boyer,
Lizzie V. Boyer.

Revenue Stamp \$2.00
\$45.00

Baltimore, April 7th, 1921.

Secured by Mortgage of even date herewith. Twelve months after date, we jointly and severally promise to pay to the order of Louis Hillman Forty-five Dollars.
Value Received.

Grover C. Boyer,
Lizzie V. Boyer.

Revenue Stamp \$30.00
\$1500.00

Baltimore, April 7th, 1921.

Secured by Mortgage of even date herewith. One year after date, we jointly and severally promise to pay to the order of Louis Hillman - Fifteen hundred Dollars.
Value Received.

Grover C. Boyer,
Lizzie V. Boyer.

Petition of Louise Hillman - Filed 1st Feby. 1922.
To the Honorable, the Judges of said Court:

The petition of Louis Hillman, respectfully shows:
1. That on the 7th day of April, 1921, the said Grover C. Boyer and wife, being indebted unto your petitioner in the sum of fifteen hundred dollars, being a separate and distinct debt from the mortgage debt shown by the mortgage herein foreclosed and assigned to your petitioner on

the 8th day of January, 1921, with his said wife executed and delivered to your petitioner a mortgage on the property sold under these proceedings, the original of which is filed herewith as a part hereof, and marked "Petitioner's Exhibit No. 1."

2. That there is now due and owing to your petitioner under said mortgage of April 7, 1921, the sum of Two Hundred and Sixty Six dollars and ten cents (\$266.10) with interest from the date of the filing of this petition, and your petitioner is advised and believes that he is entitled to have said last mentioned debt paid out of the proceeds of sale of the property in this case, in its due order of priority; and he accordingly prays the Court to pass an order in the premises, directing that the said debt, with said interest be paid out of the proceeds of the said sale.

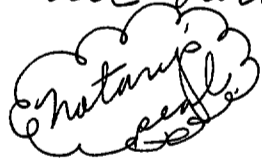
And as in duty bound, etc.

Jno. S. Straharn,
Solicitor.

State of Maryland, Anne Arundel County, Oct.

I hereby certify that on this first day of February, in the year, 1922, before me, the subscriber a Notary Public of the said State, in and for the said County, personally appeared the within named Louis Hillman, and made oath in due form of law that the matters and facts set out and alleged in the within petition are true as therein stated, to the best of his knowledge, information and belief.

Witness my hand and Notarial Seal,

Notary Seal

Juliet M. Straharn,
Notary Public.

Ordered, by the Circuit Court for Anne Arundel County, In Equity, this 2nd day of February, 1922, upon the foregoing petition and affidavit of Louis Hillman, that the said mortgage debt, and interest, in the sum of \$266.10, be and the same is hereby allowed, payable out of the amount of the proceeds left over after the payment of prior liens on the property sold under these proceedings, in its due order of priority, subject, nevertheless, to all proper exceptions,

Robert Moss, A. J.

Auditor's Report and Account. Filed 4th Feby. 1922.
 To the Honorable, the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account.

All of which is respectfully submitted,

James M. Owens, Auditor.

Mr. The Mortgaged Real Estate of
 Grover C. Boyer and wife in ac. with John S. Straham, Assignee.
 Nov. 15th, 1921.

				Nov. 15, 1921.	
To the Atty. for his commissions	\$ 116 25			By proceeds of sale	
" " " " fee provided by mortgage	20 00	136 25		of Real Estate	\$ 2575 00
To the Assignee for Court Costs viz:					
" Solicitor	10 00				
" Clerk of Court	12 55				
" Auditor	9 00				
" Premium on Bond	10 00	41 55			
To the Atty. for his expenses viz:					
" Advertiser (as per bill rendered)	27 50				
" Evening Capital (Order Misc)	5 00				
" Order Misc on this account	5 00				
" Auctioneer (J. R. B.)	16 00	53 50			
To State & County Taxes 1919			41 15		
" " " " 1920			45 25		
" " " " 1921			16 27		
To Louis Hillman, Assignee of first mortgage, in full			840 50		
To Reinhold's garage for judgment less allowance in 4524 Equity (subjected to exceptions)			524 16		
To Louis Hillman this amount on account of second mortgage			876 37		
			\$ 2575 00		\$ 2575 00
Balance due Louis Hillman on account of second mortgage			\$ 389 73		

It is agreed that the within Audit shall be ratified, this 16th day of March, 1922.

John S. Straham, Atty. for Louis Hillman.
 Adgeley P. Melvin, Atty. for Reinhold's Garage.
 James M. Munroe, Atty. for Disney, Turner & Company.

Ordered, This 4th day of Feby. 1922, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 4th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of March next.

Wm. N. Woodward, Clerk.

Office of The Weekly Advertiser.

Annapolis, Md., March 4, 1922.

I hereby certify that the annexed Order nisi in the Matter of the Sale of the Mortgaged Real Estate of Grover C. Boyer and Wife - No. 4598 Equity was published in The Weekly Advertiser a newspaper published in the City of Annapolis, once a week for three successive weeks before the 4th day of March, 1922. The first insertion being made the 9th day of February, 1922.

The Annapolis Publishing Co.
 Publisher
 C. H. Tucker.

Ordered By The Court, this 16th day of March, 1922, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Robert Moss, A. J.

Exceptions to ratification of Audit - Filed 4th Feby. 1922.

To the Honorable, the Judges of said Court:

Grover C. Boyer and Dizzie V. Boyer, his wife, the within named mortgagors, except to the auditor's account filed herein on the 4th day of February, 1922, and for cause of exception show:

(1) That the claim of Reinhold's Garage therein allowed as a lien against the property sold under these proceedings, in the amount of \$-24.16, or for any amount, is not a proper claim against the fund herein, the same being improper, for the reason that the judgment in favor of said Reinhold's Garage on which said claim is based is an unlawful claim, as is more fully set out in Equity cause No. 4562 in this court, here referred to and made a part hereof.

(2) And for other reasons to be made known

at the hearing hereunder.

Jno. S. Strahorn,
Solicitor for Exceptants.

Exceptions to Auditor's Account. Filed 16th Feby. 1922.

To the Honorable, the Judges of said Court:

Thomas Kinney and Marriell C. Turner, trading as Turner Kinney & Co., beg leave to except and do hereby except to the Auditor's report and account in the above entitled case.

1st. Because your Petitioners have a judgment against the mortgagor, Grover L. Boyer and wife, for the sum of six hundred and fifteen dollars (\$615.00), with interest and costs, recovered at the July term 1921 of this Honorable Court, and being No. 99 Trials July Term 1921 of said Court, which said judgment has been duly filed in Equity case No. 4524 in this Honorable Court, Wade vs. Wade in which case the said Grover L. Boyer and Virginia, his wife, are defendants, the said Virginia Boyer having a considerable interest in the proceeds of the sale of the land in said case sold under decree of this Court, out of which her said share of said proceeds of sale your Petitioners are entitled to have payment of their said judgment, but if the proceeds of the sale of the mortgaged real estate are applied as in the account of the Auditor filed in this case set out, the payment of your Petitioners' claim will be jeopardized for the reasons herein after set out.

2nd. Your Petitioners except to the allowance of the judgment claim of Neinhald's Garage, No. 70 Trials July term 1920 of this Court for the sum of four hundred sixty-four dollars and seventy-six cents (\$464.76) with interest and costs for the two following reasons:

(a) Because said judgment is null and void and was illegally and improvidently entered against the defendants therein, the said Neinhald Garage having no interest in the cause of action upon which the judgment was entered at the time of entering said judgment, all of which will more fully appear by reference to the proceedings in No. 4562 Equity in this Court, Grover G. Boyer and wife vs. Neinhald Garage and Thomas S. Stone, Sheriff, in which case this Court has granted a preliminary injunction restraining the execution of said judgment.

(b) Because, as against your Petitioners, who have only the interest of said Virginia Boyer in the proceeds

of the sale of the land herein before mentioned to which to look for the payment of their judgment, the said Meinhold Garage holds a chattel mortgage upon an automobile of the defendant, Grover C. Boyer, and in equity should be obliged to exhaust his remedy against that property against which he holds the only lien before being allowed to resort for satisfaction of his claim to property against which your Petitioners hold a lien, when such action will unjustly prejudice the rights of your Petitioners.

3rd And your Petitioners show that if the claim of said Meinhold Garage is disallowed, there will be ample funds in this case to pay the second mortgage of Louis Willman and a balance applicable to judgment claims against said Grover C. Boyer and Virginia Boyer, his wife, and such balance, together with the share of said Virginia Boyer in the proceeds of sale in the case of Wade vs. Wade, No. 4524 Equity in this Court, will suffice to pay the claim of your Petitioners in large part, if not entirely. Whereas, if said claim of Meinhold Garage be allowed, your Petitioners are in danger of losing their entire claim, wherefore, your Petitioners pray that said Meinhold Garage judgment be declared null and void; but if found to be valid judgment, that the Plaintiffs in said judgment be required to exhaust their remedy under their chattel mortgage before being allowed to participate in the proceeds of sale in this case.

And as in duty, etc.

James M. Munroe,
Soll for Kinney, Turner & Co.

Mr. Clerk;

Enter the foregoing Exceptions with drawn.

James M. Munroe,
Soll. for Exceptants.

Elizabeth M. Wade and
Walter Swinney, Administrators
of the personal estate of
William H. Wade, Elizabeth M.
Wade, widow, Irene May Kline
and Edward N. Kline, her husband,

No. 45.24 Equity.
In the Circuit Court for
Anne Arundel County.

vs.

Adaline Slumer, or Slammer, and
Isaiah Slumer or Slammer, her husband,
William Ira Wade and Alice Wade,
his wife, Corris Randall Wade and
Anna Wade, his wife, Elizabeth
Regina Boyer and Grover C. Boyer,
her husband, Viola Slicus and
Harvey Slicus, her husband, Idella
Garey and Arthur J. Garey, her hus-
band, Daisy Belle Robb and Charles
Robb, her husband,
Bernard LeRoy Wade, } Infants,
Lawrence Melvin Wade }
Annie V. Shipley.

Bill of Complaint and Complainants' Exhibits A, B, C, & D.
Filed 18th March, 1921.

To the Honorable, the Judge of said Court:-

The Bill of Complaint of Elizabeth M. Wade and Walter Swinney, Administrators of the personal estate of William H. Wade, deceased, Elizabeth M. Wade, widow of said deceased, and Irene May Kline and Edward N. Kline, her husband, respectfully shows to the Court;-

First. That said William H. Wade departed this life in-
testate in Anne Arundel County, State of Maryland, in the
month of February, 1921, possessed of a small personal
estate consisting of farming implements and household
furniture, and seized and possessed in fee simple of three
tracts or parcels of land situate and lying in Anne Arun-
del County, State of Maryland, and particularly described
as follows:-

Beginning for the first thereof at a stone planted
at the distance of 694 yards from the Millersville Road
and running thence from said stone South 60 degrees
East 694 yards to intersect the said Millersville Road
and thence running with and bounding on said Road
North 27 degrees East 204 yards to a stone, thence leaving
said road and running North 60 degrees West 100 yards

thence South 27 degrees West 43 yards, thence North 60 degrees West 594 yards, thence South 27 degrees West 174 yards to the place of beginning, containing twenty-five and three fourths acres of land, more or less.

Being the same property which by deed dated the 12th day of January, 1889, and recorded among the Land Records of Anne Arundel County in liber S. N. No. 34, folio 487 &c., was conveyed by Henry B. Meyers and wife to said William H. Wade, a duly certified copy whereof is filed herewith marked Complainants Exhibit A, and prayed to be taken as part hereof,

Beginning for the second thereof in the centre of the County Road leading from Glenburnie to Adenton at a point South 57 1/2 degrees West 537 feet from the Southwest corner of lot containing 10.295 acres conveyed to George H. Burton by deed dated the 18th day of May, 1901, and recorded among the Land Records of Anne Arundel County in liber G. N. No. 21, folio 99 &c., and running thence with the centre of said County Road South 57 1/2 degrees West 440 feet, thence North 40 degrees West 2016 feet to the South 49 1/2 degrees West 136 perches line which divides the land of the Curtis Creek Mining Furnace and Manufacturing Company from the land of Nathan Pumphrey's estate, thence reversing said South 49 1/2 degrees West 136 perches line as corrected for variation North 52 1/2 degrees East 197 feet to the centre of a road 30 feet wide laid out for the use and benefit in common of lots bounding thereon, thence along the centre line of said 30 foot road South 20 degrees East 1520 feet to the place of beginning, containing 30.65 acres of land, more or less, and being the same parcel which by deed dated the 16th day of October, 1902, and recorded among the Land Records aforesaid in liber G. N. No. 28, folio 98 &c., was conveyed by the Curtis Creek Mining Furnace and Manufacturing Company to said William H. Wade, a duly certified copy whereof is filed herewith marked Complainants Exhibit B. and prayed to be taken as part hereof.

And Beginning for the third thereof at the centre of the County Road which runs from Glenburnie to Adenton at the Southeast corner of a lot containing 10.295 acres conveyed to George H. Burton by deed dated the 18th day of May, 1901, and recorded among the Land Records of Anne Arundel County in liber G. N. No. 21, folio 99 &c., thence along the centre of said road South 57 1/2 degrees West 537 feet more or less, by the Southeast corner of a lot conveyed to William H. Wade by deed dated the 16th day of October, 1902, and recorded as aforesaid in liber G. N. No. 28 folio 98 &c.

thence along the last line of said mentioned lot North 20 degrees West 1520 feet to a stone, thence South 89½ degrees East 986 feet, more or less, to the Northwest corner of said Dentons lot, thence bounding thereon South ½ degrees East 1038 feet, more or less to the place of beginning, containing 22 acres of land, more or less. Being the same lot which by deed dated the 1st day of December, 1905 and recorded among said Land Records in Liber G. W. No. 47, folio 2194c. was conveyed by the Curtis Creek Mining, Furnace and Manufacturing Company to said William H. Wade, a duly certified copy of which deed is filed herewith, marked Complainants Exhibit A. and prayed to be taken as part hereof.

Second. That on the first day of March, 1921, the Orphans' Court of Anne Arundel County granted unto your orators, Elizabeth M. Wade and Walter Swinney, letters of administration upon the personal estate of said William H. Wade, deceased, and your said orators accepted said administration and duly qualified as such as will appear by said letters of administration filed herewith marked Complainants Exhibit B. and prayed to be taken as part hereof.

Third. That said Orphans' Court of Anne Arundel County on said first day of March, 1921, passed the usual order noticed to creditors, which notice is now being published in one of the newspapers printed in Anne Arundel County.

Fourth. That said deceased was at the time of his death indebted unto various persons in sundry accounts of money and among his creditors was one of the defendants, Anna V. Shipley, who is a judgment creditor of said William H. Wade in the sum of five hundred dollars as appears by the law docket of this Honorable Court for the April term of 1912; that the personal estate of said deceased is wholly insufficient to satisfy and discharge the various debts due and owing by him.

Fifth. That said William H. Wade left as his next of kin and only heirs at law, his widow, the complainant, Elizabeth M. Wade, and the following named ten children, viz: 1. the defendant Louis Randall Wade, whose wife is the defendant Anna Wade; 2. your oratrix, Irene May Kline, who is married to your orator, Edward N. Kline; 3. the defendant, Adahne Plummer, who is also known as Adahne Planner, who is married to the defendant, Isaiah Plummer, also known as Isaiah Planner; 4. the defendant, William Drg Wade, whose wife is the defendant, Alice Wade; 5. the defendant, Elizabeth Regina Boyer, whose

husband is the defendant, Grover C. Boyer; 6. the defendant, Viola Slicus, whose husband is the defendant, Harvey Slicus; 7. the defendant Idella Garey, whose husband is the defendant Arthur J. Garey; 8. the defendant, Maisy Belle Rabb, whose husband is the defendant Charles Rabb; 9. the defendant Bernard LeRoy Wade, an unmarried infant now in his twenty-first year; 10. the defendant, Lawrence Melvin Wade, an unmarried infant now in his fifteenth year.

Sixth. That by reason of the death intestate of said William H. Wade, the title to the said three parcels of land devolved upon your oratrix, Elizabeth M. Wade and said children as his heirs at law.

Seventh. That your orators, Elizabeth M. Wade, and Irene May Kline are desirous of holding their respective shares of said property in severalty and not as tenants in common with the other heirs of said deceased, but the said property is not susceptible of partition in kind without material loss and injury to the parties entitled thereto and that in order to make partition thereof it is necessary that said property be sold and the proceeds of sale divided among the parties entitled to said property according to their legal shares therein.

Eighth. That it will be necessary to sell said real estate in order to pay the judgment claim of said Annie V. Shipley and the other creditors of said William H. Wade, deceased.

To the end therefore:

(a) That a decree may be passed by this Honorable Court directing a sale of said real estate and that the proceeds of such sale may be brought into Court and applied to the payment of the debts of said deceased.

(b) That after the payment of the debts of said deceased, the residue of the proceeds of such sale may be divided among the parties to this case according to their legal shares of the estate of said William H. Wade, deceased.

(c) That your orators may have such other and further relief as they may require.

May it Please the Court to grant unto your orators the writ of subpoena directed to the said defendants, Louis Randall Wade, Adaline Lurner or Lanner and Isaiah Lurner or Lanner, her husband, William Ira Wade and Alice Wade, his wife, Elizabeth Regina Boyer and Grover C. Boyer, her husband, Viola Slicus and Harvey Slicus, her husband, Idella Garey and Arthur J. Garey,

her husband, all residing at or near Severn Post Office in Anne Arundel County, State of Maryland, and also directed to the defendants, Daisy Belle Robb and Charles Robb, residing at 1541 S. Charles Street, in Baltimore City, State of Maryland; Anna Wade, residing at _____ in Baltimore City, State of Maryland, and to the two infant defendants, Bernard LeRoy Wade and Lawrence Melvin Wade, both residing at 230 N. Carey Street, in Baltimore City, State of Maryland, and to the defendant Annie V. Shipley residing at _____ in the State of Maryland, commanding them to be and appear in this Honorable Court by some certain day to be therein named and answer the premises and show cause, if any they may have, why the relief herein prayed for should not be granted.

And as in duty bound, etc.
 Elizabeth N. Wade

Harry E. Scherf,
 Solicitor for Complainants.

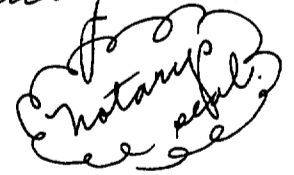
Walter Swinney, Administrators
 of the personal estate of William H. Wade.

Elizabeth M. Wade,
 Mrs. Irene Kline,
 Edward W. Kline,
 Complainants.

State of Maryland, City of Baltimore, I wit:-

I hereby certify that on this 16th day of March, 1921, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Elizabeth M. Wade one of the Complainants named in the foregoing Bill of Complaint, and made oath in due form of law that the matters and facts stated in said Bill of Complaint are true to the best of _____ knowledge and belief.

Witness my hand and Notarial Seal.



Jos. S. Poist,
 Notary Public.

Maryland, Ict:

The State of Maryland.

To Annie V. Shipley of Anne Arundel County, Greeting:

You are hereby commanded, that all excuses set apart, you personally be and appear before the Circuit Court of Anne Arundel County, sitting in Equity; to be held at the City of Annapolis, on the first Monday of April 1921 next, to answer the complaint of Elizabeth M. Wade and others against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable William H. Thomas, Chief Judge of the said Court, the 7th day of March, 1921.

Issued 18th day of March, 1921.

(Court seal)

Wm. N. Woodward, Clerk.

Take Notice:- That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday, the 4th day of April, 1921.

(Harry E. Scherf, Sol.)

Summoned - Thos. S. Hore, Sheriff.

Returnable first Monday Apr. 1921.

Maryland, Ct.

The State of Maryland.

To Daisy Belle Robb and Charles Robb, Anna Wade, adults and Garnard LeRoy Wade and Lawrence Melvin Wade, Infants of Baltimore City, Greeting:

You are hereby commanded, that all excuses set apart you personally be and appear before the Circuit Court of Anne Arundel County, sitting in Equity; to be held at the City of Annapolis, on the first Monday of April, 1921, next, to answer the complaint of Elizabeth M. Wade and others against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable William H. Thomas, Chief Judge of the said Court, the 7th day of March, 1921.

Issued 18th day of March, 1921.

(Court seal)

Wm. N. Woodward, Clerk.

Take Notice:- That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday the 4th day of April, 1921.

(Harry E. Scherf, Solicitor)

Returnable first Monday April, 1921.

Received 19 Mch. 1921, and forthwith delivered to the Sheriff of Baltimore City.

Test: S. C. Little, Clerk.

Summoned Daisy Belle Robb and Charles Robb and a copy of the Process left with Charles Robb, one of the defendants.

Also summoned by reading summons to Garnard LeRoy Wade and Lawrence Melvin Wade, Infants and a copy of the Process left with Elizabeth Matilda Wade, mother of Infants named in writ. Non est as to Anna Wade.

Thomas S. Mc Nulty, Sheriff.

Maryland, Oct.

The State of Maryland,

To Anna Wade, of Baltimore City, Greeting:

You are hereby commanded, that all excuses set apart, you personally be and appear before the Circuit Court of Anne Arundel County, sitting in Equity; to be held at the City of Annapolis, on the first Monday of April 1921 next, to answer the complaint of Elizabeth M. Wade and others against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable William H. Thomas, Chief Judge of the said Court, the 7th day of March, 1921.

Issued 18th day of March, 1921.

Court Seal

Wm. N. Woodward, Clerk.

Take Notice: - That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday the 4th day of April, 1921.

(Harry E. Scherf, Sol.) Copy to be left.

Returnable 1st Monday April, 1921.

Maryland, Oct.

The State of Maryland,

To Louis Randall Wade, Adeline Turner or Planner and Isaiah Turner or Planner, her husband, Ira Wade and Alice Wade, his wife, Elizabeth Regina Boyer and Grover C. Boyer, her husband and Viola Dicus and Harry Dicus, her husband, Idella Garey and Arthur J. Garey, her husband, of Anne Arundel County, Greeting:

You are hereby commanded, that all excuses set apart, you personally be and appear before the Circuit Court of Anne Arundel County, sitting in Equity; to be held at the City of Annapolis, on the first Monday of April 1921 next, to answer the complaint of Elizabeth M. Wade and others against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable William H. Thomas, Chief Judge of the said Court, the 7th day of March, 1921.

Issued 18th day of March, 1921.

Court Seal

Wm. N. Woodward, Clerk.

Take Notice: - That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is

Monday, the 4th day of April, 1921.

(Harry E. Scherf, Scl.)

Summoned Annas, Thos. S. More, Sheriff.
Returnable first Monday April, 1921.

Plaintiffs' Exhibit A. - Filed 5/24/21.

This deed made this 12th day of January in the year one thousand eight hundred and eighty nine by Henry B. Meyers and Mary Ann Meyers, his wife, of Anne Arundel County in the State of Maryland, Witnesseth that in consideration of Two Hundred and Fifty-seven and one half dollars the said Henry B. Meyers and Mary Ann Meyers his wife do grant unto William H. Wade of Anne Arundel County his heirs and assigns in fee simple all that tract piece or parcel of ground situate lying and being in Anne Arundel County aforesaid and described as follows to wit:

Beginning for the same, at a stone planted at a distance of 694 yards from the Millersville Road and running thence from said stone south 60° east 694 yards to intersect the said Millersville road and thence running with and bounding on said road north 27° east 204 yards to a stone thence leaving said road and running north 60° west 100 yards thence south 27° west 43 yards thence north 60° west 594 yards thence south 27° west 174 yards to the place of beginning containing 25³/₄ acres of land more or less being parts of the land purchased by Henry B. Meyers from John G. Rogers, Trustee, by deed dated January 3rd 1886 and recorded in Liber S. H. No. Folio ce. and of the Land Record Books of Anne Arundel County. Together with the buildings and improvements thereupon erected made or being; and all and every the rights alleys ways waters privileges appurtenances and advantages to the belonging or in anywise appertaining. To Have and To Hold the said tract piece or parcel of ground and premises above described or mentioned and hereby intended to be conveyed; together with the rights privileges appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said William H. Wade in fee simple. And the said Henry B. Meyers and Mary Ann Meyers covenant that they will warrant specially the property hereby granted and that they will execute such further assurances of said land as may be requisite.

Witness our the hands and seals.

Test:
Stephen S. Clark.

Henry B. Meyers, (seal)
Mary Anna Meyers, (seal)

State of Maryland, Baltimore City, to wit,
I hereby certify that on this twelfth the day of January in the year one thousand eight hundred and eighty nine before me the subscriber, Justice of the Peace of the State of Maryland, in and for Baltimore City aforesaid personally appeared Henry B. Meyers and Mary Ann Meyers, his wife and acknowledged the foregoing deed to be their respective act.

Stephen S. Clark, J. P.

State of Maryland, Baltimore City, Jct.

I hereby certify, that Stephen S. Clark, Esquire, before whom the annexed acknowledgments were made and who has thereto subscribed his name was at the time of so doing a Justice of the Peace of the State of Maryland in and for the City of Baltimore duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments. I further certify that I am acquainted with the handwriting of the said Justice and verily believe the signature to be his genuine signature. In testimony whereof I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this 12th day of January, A.D. 1889.

[Signature]

Jos. Bond,
Clerk of the Superior Court of Baltimore City.

Recorded 2^d April, 1889.

State of Maryland, Anne Arundel County, To wit:

I hereby certify that the foregoing copy was taken for Liber S. N. 34, folios 487. etc. one of the Land Record Books for Anne Arundel County.

In testimony whereof I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County.

[Signature]

Wm. N. Woodward, Clerk.

March 8th, 1921.

Plaintiffs' Exhibit B. - Filed 5/24/21.

This deed made this sixteenth day of October in the year 1902 by the Curtis Creek Mining Furnace and Manufacturing Company a body corporate of the State of Maryland of the first part, to William H. Wade of Anne Arundel County in said State of the second part.

Witnesseth, that in consideration of the sum of seven

hundred and sixty-six dollars (\$166) the said party of the first part doth hereby grant and convey unto the said party of the second part, his heirs and assigns in fee simple. All that piece or parcel of ground situate, lying and being in the 4th Election District of Anne Arundel County, in the State aforesaid more particularly described as follows: Beginning in the centre of the County Road leading from Glenburne to Odenton at a point South $57\frac{1}{2}$ degrees West 537 feet from the South west corner of a lot containing $10\frac{29\frac{1}{2}}{100}$ acres conveyed to George H. Benton by deed dated the 18th day of May, 1901, and recorded among the Land Records of Anne Arundel County in liber G. N. No. 2 folio 99 cc. and running thence with the centre of said county road South $57\frac{1}{2}$ degrees West 440 feet; thence North 40 degrees West 2016 feet to the South $49\frac{1}{2}$ degrees West 136 perches line which divides the land of the Curtis Creek Mining Furnace and Manufacturing Company from the land of Nathan Pumphreys Estate; thence reversing said South $49\frac{1}{2}$ degrees West 136 perches line as corrected for variation; North $52\frac{1}{2}$ degrees East 197 feet to the centre of a road 30 feet wide laid out for the use and benefit in common of lots binding thereon; thence along the centre line of said 30 foot road South $89\frac{1}{2}$ degrees East 983 feet to a small stone and stake; thence South 20 degrees East 1520 feet to the place of beginning containing $30\frac{65}{100}$ acres, more or less.


Being part of the same land, which was conveyed to the said Curtis Creek Mining Furnace and Manufacturing Company by William N. Glenn, Trustee, and Charles H. Pitto by deed bearing date the 22nd day of September, 1858, and recorded among the Land Records aforesaid in liber N. H. G. No. 7, folio 342 cc. Together with the buildings and improvements thereupon erected made or being; and all and every the rights, roads, alleys, ways, waters, easements, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To Have and To Hold the lot of Ground and premises above described or mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said William H. Wade, his heirs and assigns in fee simple forever.

And the said Curtis Creek Mining, Furnace and Manufacturing Company covenants with the said William H. Wade, his heirs and assigns that it will

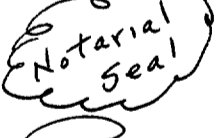
warrant specially the property hereby granted and that it will execute such further assurances of the same as may be requisite.

And the said Curtis Creek Mining, Furnace and Manufacturing Company doth hereby constitute and appoint George G. Carey of Baltimore City in the State aforesaid to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this Deed before any person having authority to take such acknowledgements to the intent that the same may be duly recorded.

Witness the corporate seal of the said Curtis Creek Mining, Furnace and Manufacturing Company and the hand of its President.
Pres: Wm. N. Finley  John M. Glenn, President

State of Maryland } to wit:
City of Baltimore

I hereby certify that on this 16th day of October in the year 1902, before me, the subscriber a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared George G. Carey, the Attorney named in the aforesaid Deed and by virtue and in pursuance of the authority therein conferred upon him acknowledged the said Deed to be the act of the Curtis Creek Mining Furnace and Manufacturing Company.

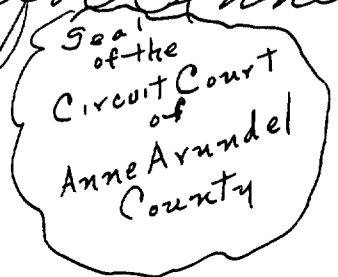
Witness my hand and Notarial seal.
 W. N. Finley, Notary Public.

Recorded 1st November, 1902.

State of Maryland } to wit:
Anne Arundel County

I hereby certify that the above is truly copied from S. W. No. 28 folio 98, etc. one of the Land Record Books for Anne Arundel County.

In testimony whereof I hereunto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 5th day of March, 1921.
Wm. N. Woodward, Clerk.



Plaintiffs Exhibit C; Filed, 5/24/21.

This Deed, made this 1st day of December in the year nineteen hundred and five by the Curtis Creek Mining, Furnace and Manufacturing Company, a body corporate of the State of Maryland of the first part to William P. Wade of Anne Arundel County, State of Maryland, party of the second part.

Witnesseth, that in consideration of the sum of five hundred and fifty Dollars (\$550) the said party of the first part hath hereby grant and convey unto the said party of the second part his heirs and assigns in fee simple

All that piece or parcel of ground situate lying and being in the 4th Election District of Anne Arundel County in the State aforesaid, more particularly described as follows,

Beginning in the centre of the County Road, which runs from Glen Burnie to Odenton at the Southeast corner of a lot containing one and two hundred and ninety five one thousandths acres conveyed to George W. Benton by deed dated the 18 day of May 1901, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 21 folio 99, &c. thence along the centre of said Road South fifty seven and one half degrees west five hundred and thirty seven feet more or less to the South East corner of a lot conveyed to William Wade by deed dated the day of _____ 190-, and recorded as aforesaid in Liber G. W. No. 28 folio 98, &c. thence along the west line of said last mentioned lot north twenty degrees west one thousand five hundred and twenty feet to a stone, thence South eighty nine and one half degrees east ninety hundred and eighty six feet, more or less, to the north west corner of said Benton's lot thence bounding thereon South one half degrees east one thousand and one hundred and thirty eight feet, more or less, to the place of beginning.

Containing twenty two acres of land, more or less.

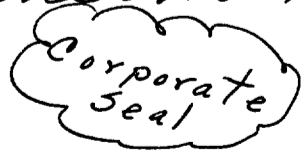
Being part of the same land which was conveyed to the said Curtis Creek Mining Furnace and Manufacturing Company by William N. Glenn, Trustee, and Charles N. Pitts by Deed bearing dated the 22nd. day of September, 1858 and recorded among the Land Records aforesaid in Liber N. N. G. No. 7 folio 342, &c.

Together with the buildings and improvements thereupon erected made or being and all and every the rights, roads, alleys, ways, waters easements, privileges appurtenances and advantages to the same belonging or in anywise appertaining.

To Have and to Hold the said lot of ground and premises above described or mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said William N. Gady, his heirs and assigns in fee simple forever.

And the said Curtis Creek Mining, Furnace and Manufacturing Company covenants with the said party of the second part that it will warrant specially the property hereby granted and that it will execute such further assurances of the same as may be requisite.

And the said Curtis Creek Mining, Furnace and Manufacturing Company doth hereby constitute and appoint George G. Carey of Baltimore City in the State aforesaid to be its Attorney for it and in its name and as and for its corporate act and deed to acknowledge this Deed before any person having authority to take such acknowledgements to the intent that the same may be duly recorded.

Witness the corporate seal of the said Curtis Creek Mining, Furnace and Manufacturing Company and the hand of its President
W. N. Finley.  J. M. Glenn
President.

State of Maryland }
Baltimore City } No. wit:

I hereby certify that on this 1st. day of Dec-

ember in the year nineteen hundred and five, before me the Subscriber a Notary Public of the State of Maryland in and for Baltimore City aforesaid personally appeared George S. Gray the Attorney named in the aforesaid Deed and by virtue and in pursuance of the authority therein conferred upon him acknowledged the said Deed to be the act of the Curtis Creek Mining Furnace and Manufacturing Company.

Witness my hand and Notarial Seal.

Notarial Seal

Recorded Dec. 19th, 1905.

W. N. Pinley,
Notary Public.

State of Maryland }
Anne Arundel County } Court:

I hereby certify that the above is truly copied from Liber G. W. No. 47 folio 219, etc. one of the Land Records Books for Anne Arundel County.

In testimony whereof I hereunto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 5th day of March 1921.

Seal of the Circuit Court for A. A. County

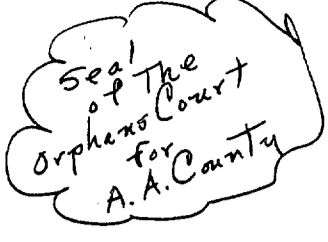
Wm. N. Woodward,
Clerk.

Plaintiffs Exhibit D.

Maryland, Sc.
The State of Maryland
To All Persons to Whom these Presents Shall Come, Greeting:

Know Ye, that William W. Wade, late of Anne Arundel County, deceased, hath died intestate, and administration of all goods, chattels, credits, and personal estate of the said deceased, is hereby granted and committed unto Elizabeth W. Wade and Walter Swinney who is appointed Administrators of the said deceased.

Witness, Geo. W. Hyde, Esq., Chief Justice of the Orphans Court of Anne Arundel County, this 1st day of March in the year of our Lord nineteen hundred and Twenty One



Test: Oden B. Duckett
Register of Wills for Anne Arundel County

Answer of Anna V. Shipley, filed March 29, 1921.
To the Honorable, the Judge of said Court;

The answer of Anna V. Shipley, one of the Defendants in the above entitled cause to the Bill of Complaint of the Plaintiffs against her and others in this Court, exhibited say: This Defendant, Anna V. Shipley, admits the matters and facts set forth in said Bill of Complaint, and consents to the passage of such decree as may be right and proper in the premises.

And as in duty bound, etc.

B. R. Anderson
Solicitor for Anna V. Shipley.

Petition and Order Appointing Guardian ad Litem.
Filed April 5th, 1921.

To the Honorable, the Judge of said Court;

The Petition of the Plaintiffs in this cause respectfully represent unto your Honor that Lawrence Melvin Wade and Bernard Le Roy Wade, Infant Defendants in this cause have been duly summoned Second. That said Infant Defendants have no legal guardian.

Wherefore your Petitioners pray this Honorable Court to appoint a Guardian ad Litem to appear and answer for said Infant Defendants, and suggest that _____ who has no interest whatever in this suit, be appointed Guardian ad Litem.

And as in duty bound, etc.

Harry C. Scherf
Solicitor for Plaintiffs

Ordered by the Circuit Court for Anne Arundel County on this 5th day of April, 1921, upon the foregoing petition that Chas. A. Brady be and he is hereby appointed Guardian ad Litem for the Infant Defendants named in the foregoing petition and he is hereby directed to appear and file his answer in

their behalf.

Robert Moss, A. J.

Answer of Guardian ad litem - Filed 8th April, 1921.

To the Honorable, the Judge of said Court:

The answer of Gerard LeRoy Wade and Lawrence Melvin Wade, the Infant defendants named in the Bill of Complaint in this Court against them exhibited, by Chas. A. Brady, duly appointed Guardian ad litem respectfully represents unto your Honor:-

That the defendants being Infants under the age of twenty-one years cannot admit nor deny the allegations set up in said Bill of Complaint and therefore submit their rights to the protection of this Honorable Court.

And as in duty bound, etc.

Chas. A. Brady

Answer of Adaline Slurner and Isaiah Slurner to Bill of Complaint. Filed 13th April, 1921.

To the Honorable, the Judges of said Court:-

The Answer of Adaline Slurner and Isaiah Slurner, her husband, to the Bill of Complaint of Elizabeth M. Wade and Walter Swinney, Administrators of William H. Wade and other against them and others in this Honorable Court, exhibited.

These respondents answering say:

- (1) They admit the allegations of the first, second, third, fourth, fifth and sixth paragraphs of the Bill of Complaint, except as to the ages of the unmarried infants.
- (2) They admit that the property of which the said William H. Wade died, seized and possessed, is not susceptible of partition in kind among the parties in interest, without material loss and injury and that a sale thereof is necessary in order that the proceeds may be divided among them according to their respective interests and consent to a decree for the sale thereof, with representation.
- (3) And further answering said Bill of Complaint, these defendants show, that the said William H. Wade, deceased, conveyed to them by deed dated on the nineteenth day of December in the year Nineteen hundred and five recorded among the Land Records of Anne Arundel County in Liber G. N. No. 46 folio 367, certain property therein described, which has been in their possession ever since and upon which they reside, in which deed the said Elizabeth M. Wade, then wife of said William H. Wade did not join but wherein it is provided that any claim, by

way of dower, or as the surviving wife, the said Elizabeth M. Wade might could or did make, upon the death of said William H. Wade, against or in the property in said deed described, is made a charge or lien to the extent thereof, against the property of said William H. Wade, which he acquired by the deed from Henry B. Myers and wife, filed as Exhibit "A", with the Bill of Complaint, and which is described as the first tract of land in said Bill; your respondents are advised, believe and therefore aver that to the extent of the claim of said Elizabeth M. Wade, as widow or surviving wife, against the property so as aforesaid conveyed to them by said William H. Wade, they have a claim against the property mentioned and described, in said Bill of Complaint and in Exhibit A filed therewith, and that unless and until such claim of said Elizabeth M. Wade is released and relinquished, said property of which said William H. Wade died seized and possessed cannot be sold otherwise than burdened therewith, and that such decree as may be passed herein, should expressly recognize such claims of these respondents; and they file herewith a certified copy of said deed marked Exhibit No. 1 with answer of Adaline and Isaac Sumner.

And as in duty etc.

Nicholas H. Green, Solicitor
for Adaline Sumner & Isaac Sumner.

Exhibit No. 1 with Answer of Adaline Sumner and Isaac Sumner - Filed 13th April, 1921.

This deed, made this 19th day of December in the year one thousand nine hundred and five by William H. Wade of Anne Arundel County and State of Maryland,

Witnesseth, that in consideration of One Thousand Dollars current money the said William H. Wade, does grant and convey unto Adaline Sumner and Isaac Sumner her husband their heirs and assigns, in fee simple, All that lot of land in the 4th Election District situate, lying and being in Anne Arundel County and described as follows, that is to say:

Beginning for the same at a stone at the northwest corner of the Home track thence running with the County Road, South 600 feet to a stone planted by the South side of said County road thence reversing said line and running with said County Road, 250 feet thence with said road 210 feet to a stone planted by the side of said road thence running with the outline of

said land 300 feet to a stone thence south 210 feet and parallel with said County road thence west 210 feet to the beginning containing one square acre of land more or less, said lot of land being the identical lot of land which was conveyed to the said William H. Wade by Mary Ann Stinchcomb by deed bearing date August the 27th, 1901 and duly recorded among the Land Record Records of Anne Arundel County in Lib. G. N. No. 22 folio 175 etc.

Part of said acre of land hereby conveyed having already been conveyed by the said William H. Wade to the said Adaline and Isaiah Plumer by deed dated the 24th day of February 1904 and duly recorded among the Land Records of Anne Arundel County in Lib. G. N. No. 35 folio 394 & in which said deed the wife of the said William H. Wade refused to join.

And whereas the said wife of the said William H. Wade has refused to join in this deed and,

Whereas the said William H. Wade has agreed to make good and indemnify the said Adaline and Isaiah Plumer for any loss they may at any time suffer by reason of his said wife, not joining in this deed.

Now, therefore, this deed Witnesseth, that the said William H. Wade, does hereby covenant promise and agree that he will in all things warrant the land hereby conveyed and in the event of his wife claiming dower in the land hereby conveyed then any loss the said Adaline and Isaiah Plumer may suffer shall be a first lien on the land of the said William H. Wade which were conveyed to him by the late Henry B. Myers by deed bearing date the 12th day of January 1889, and duly recorded among the Land Records of A. A. Co. in Lib. S. H. No. 34, folio 4 & 7, which said tract contains twenty five and three fourths acres of land, more or less.

Together with the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges appurtenances and advantages, to the same belonging or in any where appertaining.

To Have and To Hold the said acre of land and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Adaline and Isaiah Plumer and the survivor of them their heirs and assigns in fee simple.

And the said William H. Wade does hereby covenant that he will warrant specially the property hereby granted and conveyed; and that he will execute such further assurances of said land as may be requisite.

Witness the hand and seal of said grantor the day and year first above written.

Test:
J. Roland Brady

William ^{his} H. Wade, (seal)
mark

State of Maryland, Anne Arundel County, to wit;

I hereby certify that on this 19th day of December in the year one thousand nine hundred and five, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared William H. Wade, and acknowledged the foregoing deed to be his act.

Witness my hand and seal notarial,

J. Roland Brady,
Notary Public.

State of Maryland, Anne Arundel County, Sect:

I hereby certify that the foregoing deed is truly taken and copied from Liber G. N. No 46, folio 367 etc. One of the Land Record Books for Anne Arundel County.

In Testimony Whereof I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 13th day of April A. D. 1921.

Wm. N. Woodward,
Clerk.

Answer of Anna V. Wade. Filed 23rd April, 1921.

To the Honorable, the Judge of said Court:

The Answer of Anna V. Wade, therein called Anna Wade, one of the defendants in the above entitled case, to the Bill of Complaint of the Plaintiffs against her and others in this Court exhibited, says:

I.

That she is the wife of said Louis R. Wade, one of the defendants herein, and as such is entitled to a dower interest in the share or interest of said Louis R. Wade in and to the property mentioned therein which she hereby asserts, and requests the auditor in stating the account herein to audit such a sum to her in lieu of her dower interest as may be provided by the Rules of this Honorable Court. That said Louis R. Wade is now _____ years of age, and this defendant is now _____ years

of age.

That this defendant admits the matters and facts set forth in said Bill of Complaint and consents to the passage of such a decree as may be right and proper in the premises.

And as in duty bound, etc.

J. Calix Carney
Sol. for Anna V. Wade, one of the Plf.

Decree Pro Confesso; filed May 18, 1921.

To the Honorable the Judge of said Court:-

The Defendants, William Ira Wade and Alice Wade, his wife, Louis Randall Wade, Elizabeth Regina Boyer and Grover C. Boyer, her husband, Viola Dickens and Harvey Dickens, her husband, Idella Garey and Arthur J. Garey, her husband, Daisy Belle Robb and Charles Robb, her husband, having been duly summoned to appear to the Bill of Complaint and having failed to appear thereto according to the exigency of the writ of subpoena.

It is thereupon this 18th day of May, 1921, by the Circuit Court for Anne Arundel County in Equity, Adjudged, Ordered and Decreed, that the complainants are entitled to relief in the premises, and that the Bill of Complaint be and is hereby taken pro confesso against the said defendants, William Ira Wade and Alice Wade, his wife, Louis Randall Wade, Elizabeth Regina Boyer and Grover C. Boyer, her husband, Viola Dickens and Harvey Dickens, her husband, Idella Garey and Arthur J. Garey, her husband, Daisy Belle Robb and Charles Robb, her husband. But because it doth not certainly appear to what relief the plaintiffs are entitled, it is further Adjudged and Ordered, that one of the Examiners of this Court take testimony to support the allegations of the Bill.

Robert Moss, A. J.

State of Maryland, Baltimore City, to wit:-

I hereby Certify, that on this 17th day of May, 1921, before the subscribed, a Notary

Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Harry E. Scherf, Attorney for the plaintiffs in this action, and made oath in due form of law that William Ira Wade and Alice Wade, his wife, Louis Randall Wade, Elizabeth Regina Boyer and Grover C. Boyer, her husband, Viola Dicks and Harvey Dicks, her husband, Stella Garey and Arthur J. Garey, her husband, Daisy Belle Robb and Charles Robb, her husband, the defendants are not in the military service of the United States.

Notaria
seal

William E. Scherf
Notary Public.

Petition for leave to take testimony and Order of Court thereon. Filed May 18th., 1921.
To The Honorable, The Judge Of Said Court:-
The Petition of the Plaintiffs in this case respectfully shows that they desire to take testimony in this case, and respectfully pray that leave be granted them to do so before one of the Standing Examiners of this Court.
Harry E. Scherf,
Solicitor for Plaintiffs.

Ordered, this 18 day of May, 1921, that leave be granted to the parties to the cause, to take testimony, as prayed, before any one of the Standing Examiners of this Court.
Robert Moss, A. J.

Testimony; Filed May 24, 1921.
Pursuant to an Order of the Circuit Court for Anne Arundel County, in Equity, passed in the above entitled cause, dated May 18th., 1921, the following testimony was taken, was taken at the office of George E. Pullman, Annapolis, Md., on Tuesday, May 24th., 1921, at 10 o'clock, A. M.
Present: Frank D. Noel, Solicitor for the Plaintiffs
Nicholas H. Green, Solicitor for Adeline Durney & Sarah Durney
George E. Pullman, Examiner.
Benjamin B. Pumphrey, a witness of lawful age, first being duly sworn deposes and says:-
By Mr. Noel:-

2. What business are you engaged in
 Q. General store, about 2 miles before Glenburnie, in A. A. Co.

2. Did you know Wm. H. Wade who died last February?

A. Yes.

2. Do you know whether or not he left a will?

A. I do not.

2. It is understood that he died intestate, can you state who he left as his widow and heirs at law?

A. He left as his widow Mrs. Elizabeth M. Wade and ten children, namely, first, Ida Durner, whose husband is Isaiah Durner, second William Ira Wade, his wife died five years ago; third, Louis Randall Wade, whose wife is Anna Wade; fourth, Irene May Kline, her husband is Edward W. Kline; fifth, Viola Dicus, her husband is Harvey E. Dicus; sixth, Idella Garey, her husband is Arthur J. Garey; seventh, Daisy Belle Robb, whose husband is Charles Robb; eighth, Elizabeth Regina Boyer, her husband is named Grover W. Boyer, ninth, Garnard Le Roy Wade, unmarried; tenth, Lawrence Melvin Wade, unmarried, the last two are infants or minors and not yet twenty one years of age, these are the only heirs at law of the said Wm. H. Wade.

2. Are you familiar with the property left by Mr. Wade, if so, state its location and what it consists of?

A. He left three parcels of land located, two of them near Smiths Station and the other nearer to Glenburnie, that was the home property.

2. I show you a certified copy of a deed from Henry B. Myers & wife to Wm. H. Wade, dated January 12th, 1889, which purports to convey 25³/₄ acres of land would you please tell us what land this is?

A. This is the home property located near Glenburnie.

2. Are you familiar with the value of land

in the locality in which these properties are located?

A. Yes. I have had considerable experience in buying and selling land and I am familiar with land values in this neighborhood.

2. What in your opinion is the value of the home property, conveyed by the deed from Myers and wife to Wm. H. Wade to which I have just referred?

A. \$3,000.00 would be a good price for it, including improvements and everything.

2. There is another tract of land described in a deed from the Curtis Creek Mining, Furnace and Manufacturing Company, containing 30 and $\frac{65}{100}$ acres, are you familiar with this property?

A. Yes. I know this property very well, it is in the possession of Ira Wade.

2. What in your opinion is the value of this land?

A. About \$3,000.00

2. There is one other parcel described in a later deed from the said corporation to Wm. H. Wade, dated December 1st, 1905, containing 22 acres, are you familiar with the value of this land?

A. Yes, that property is in the possession of Louis Wade and I know its value.

2. What in your opinion is the value of this property?

A. It would be worth about \$2,500.00

To the General Question under the Rule the witness answers: No.

Benjamin F. Pumphrey,
Severn, Md.

Harry C. Scherf, a witness of lawful age, first being duly sworn, deposes and says: Residence address 4714 Park Heights Ave., Balto., Md.

By Mr. Noel.

2. State your name, residence and occupation?

A. Harry C. Scherf, 4714 Park Heights Ave. Balto., Md., Attorney-at-Law.

2. Do you know the parties to this suit?

A. Yes I know them all and am counsel for Elizabeth M. Wade and Walter Swinney, Administrators of the Estate of Wm. H. Wade deceased.

2. Can you state the amount of the personal estate what has come into the hands of the Administrators?

A. Mr. Wm. H. Wade, deceased, left no personal estate.

2. Do you know whether or not he owed any money at the time of his death? If so state the amount of his indebtedness and to whom he was indebted?

A. There is a confessed judgment to Anna V. Shipley amounting to \$500.00 over three years County and State taxes due, Undertaker bills to Cickner & Sons for about \$600.00. Claims of B. G. Pumphrey for groceries amounting to \$60.55 and several other claims which will be filed in this cause.

2. Did Mr. Wade leave any means by which his debts could be paid except by the sale of his real estate?

A. He did not leave any money whatsoever, he died at the Mercy Hospital in Baltimore and that bill is still due the Institution.

2. There is no means of paying his debts except by the sale of his real estate?

A. None.

2. You heard the testimony of the preceding witness as to the names of the widow and heirs at law of the deceased can you state whether or not his testimony was correct?

A. Yes, I have made myself familiar with the pedigree of the parties interested, I find it as stated by Mr. Pumphrey.

As to the General Question unto the Rule the witness answers: No.

Harry E. Scherf.

Bryner A. Anderson, a witness of lawful age, first being duly sworn, deposes and says.

By Mr. Noel.

2. Do you know the parties to this case?

A. I know Mrs. Wade and all of the children, I can't say that I know all of the husbands and wives of the children that are married.

2. You have read the testimony of Mr. Pumphrey have you not, are you familiar with the value of property in this location?

A. Mr. Pumphrey's estimate of \$100.00 an acre

is a very fair one.
 To the General Question under the Rule the
 Witness answers: No.
 Bruner P. Anderson
 No Cross Examination.

The being no other witnesses to be examined
 and no further time being desired by the
 parties hereto the testimony is herewith closed
 and returned to the Court this 24th day of
 May, 1921.
 George E. Pullman (seal)
 Examiner.

Submission for Decree; Filed July 26, 1921.
 To the Honorable, Robert Moss, Judge of Said
 Court:
 The above cause is respectfully submitted for decree.
 Harry E. Scheef
 Solicitor for Plaintiffs
 B. P. Anderson
 Solicitor for Annie V. Shipley
 J. Calvin Carney
 Solicitor for Anna Wake
 Nicholas H. Green
 Solicitor for Adaline Durner or Danner and Isiah
 Durner or Danner, her husband.
 C. Ashby Brady,
 Guardian ad Litem of Bernard Le Roy Wade and
 Lawrence Melvin Wake.

Decree of Sale; Filed July 26th, 1921.
 The above cause standing ready for hearing
 and being submitted for decree, the Bill, answers,
 testimony and all other proceedings were, by the
 Court, read and considered:-
 It is thereupon, this 26th day of July, in the
 year nineteen hundred and twenty-one, by the
 Circuit Court of Anne Arundel County, Adjudged
 Ordered and Decreed, that the fee simple prop-
 erty mentioned in the proceedings be sold, that
 Frank D. Noel and Walter Swinney be and they are
 hereby appointed trustees to make said sales and
 that the course and manner of their proceedings
 shall be as follows: they shall first file with the
 Clerk of this Court, a bond to the State of Mary-
 land, executed by themselves, and a corporate

surety to be approved by this Court, or the Clerk thereof in the penalty of seven thousand (\$7000.00) Dollars, condition for the faithful performance of the trust reposed in them, by this decree, or to be reposed in them by any future Decree or Order in the premises, they shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County and the City of Baltimore, as they shall think proper of the time, place, manner, and terms of sale, which shall be cash on final notification of sale, and as soon as may be convenient after such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, (and not before) the said Trustees shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs the property and estate to him, her or them sold, free and clear and discharged from all claims of the parties hereto, Complainants and Defendants, and those claiming by, from or under them or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

And it is further adjudged, ordered and decreed that the property herein decreed to be sold, be sold subject to and charged with any claim of Elizabeth M. Wade, as widow,

of William W. Wade, in and to all the property conveyed to Adeline Durner and Isaiab Durner, or either of them by William W. Wade, by deed dated on the 19th day of December in the year, 1905, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 46 folio 367, and by deed from the William W. Wade dated on the 17th day of September in the year 1901, and recorded ^{among} said Land Records in Liber G. W. No. 22 folio 258.

Robert Moss, A. J.

Trustee's Bond; filed July 29, 1921.

Know all Men by these presents, that, We Frank D. Noel and Walter Swinney of Baltimore Maryland and New Amsterdam Casualty Company, a body corporate of the State of New York, duly authorized by its Charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of seven thousand and ⁰⁰/₁₀₀ Dollars, to be paid to the said State or its certain Attorney to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents - sealed with our seals and dated this twenty-ninth day of July in the year of our Lord one thousand nine hundred and twenty-one.

Whereas, the above bounden Frank D. Noel and Walter Swinney by virtue of a decree of the Honorable the Judge of Circuit Court, Anne Arundel County, Md. have been appointed trustees mentioned in the proceedings in the case of Elizabeth W. Wade, et al., vs. Adeline Durner et al. now pending in said Court

Now the Condition of the above Obligation is such, that if the above bounden Frank D. Noel and Walter Swinney do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligations to be void, otherwise to be and remain in full force and

virtue in law.

Signed, sealed and Delivered
in the presence of
As to Frank Noel
Carroll Krensinger
As to Walter Swinney
Henry Riefeld
Attest:
M. C. White

Frank D. Noel (Seal)
Walter Swinney (Seal)

The New Amsterdam
Casualty Company
By Milton R. Eschweiler
Attorney-in-Fact.
(Corporate Seal)

Order Notice to Creditors, filed July 30, 1921,
Ordered by the Circuit Court of Anne
Arundel County, In Equity, this 30th. day
of July, 1921, that Frank D. Noel and Wal-
ter Swinney, the Trustees in the above cause
named, give notice to all persons having
claims William H. Wade, late of said County
deceased to file their claims, properly authen-
ticated, with the Clerk of the Circuit Court
of Anne Arundel County, on or before the 30th
day of August, 1921, by causing a copy of this
order to be published in some weekly news-
paper published in Anne Arundel County, once
a week for three successive weeks before
the 30th. day of August, 1921.

True Copy Test:
Wm. M. Woodward,
Clerk.

Robert Moss, A. J.

Annapolis, Md., August 30, 1921.
I hereby certify that the annexed Order nisi
Elizabeth M. Wade, et al., vs. Adaline Durner
et al., No. 4524 Equity was published in The
Weekly Advertiser, a newspaper published in
the City of Annapolis, once a week for three
successive weeks before the 30th. day of Aug-
ust, 1921, the first insertion being made
the 4th. day of August, 1921.

The Annapolis Pub. Co.
Publisher.
C. H. Tucker

Report of Sales; Filed August 31, 1921.
 To the Honorable, The Judges of said Court:-
 The Report of sale of Frank D. Noel and Walter Swinney, Trustees, appointed by the decree in this case, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows: that after giving bond with security for the faithful discharge of their trust as prescribed by the decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisement inserted in the Weekly Advertiser, a weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustees did, pursuant to said notice on Tuesday the 23rd. day of August, 1921, at twelve o'clock, Noon, attend at the Court House door in the City of Annapolis, Maryland, and there and there offered for sale at public auction through William D. Moss, Esq., Auctioneer, the lot of ground firstly described in the advertisement, as follows:

Beginning for the same at a stone planted at the distance of 694 yards from the Millersville Road and running thence from said stone South 60 degrees East 694 yards to intersect the said Millersville Road and thence with and bounding on the said Road, North 27 degrees East 204 yards to a stone; thence leaving said road and running North 60 degrees West 100 yards; thence South 27 degrees West 43 yards thence North 60 degrees West 594 yards; thence South 27 degrees West 174 yards to the place of beginning; Containing 45 and $\frac{1}{4}$ Acres of land, more or less. Mrs. Elizabeth M. Wade offered the highest price for said parcel and when all of said lots were offered as an entirety no increase of said bid was received and your trustee therefore sold said first parcel to said Elizabeth M. Wade for the sum of thirty five hundred Dollars.

Your trustees then offered parcels Nos. 2 and 3 described in said advertisement as follows:

Beginning for parcel No. 2 in the centre of

the County Road leading from Glenburnie to Adenton at a point South fifty-seven and one-half degrees West five hundred and thirty-seven feet from the Southwest corner of a lot containing ten and twenty-nine and one-half one hundredths Acres conveyed to George H. Benton by deed dated the 18th day of May, 1901, and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 21, folio 99, ~~98~~, and running thence with the centre of said County Road South fifty-seven and one-half degrees West four hundred and forty feet; thence North forty degrees West two thousand and sixteen feet to the South forty-nine and one-half degrees West one hundred and thirty-six perches line which divides the land of the Curtis Creek Mining Furnace and Manufacturing Company from the land of Nathan Pumphrey's estate; thence reversing said South forty-nine and one-half degrees West one hundred and thirty-six perch line as corrected for variation North fifty-two and one-half degrees East one hundred and ninety-seven feet to the centre of a road thirty feet wide laid out for the use and benefit in common of lots binding thereon; thence along the centre line of said thirty foot road South twenty degrees East fifteen hundred and twenty feet to the place of beginning; containing thirty and sixty-five one-hundredths Acres of land, more or less, and

Beginning for parcel No. 3 in the centre of the County Road which leads from Glen Burnie to Adenton at the Southeast corner of a lot containing ten and two hundred and ninety-five one thousandths Acres conveyed to George H. Benton by deed dated the 18th day of May, 1901, and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 21 folio 99 ~~98~~, thence along the centre of said road South fifty-seven and one-half degrees West five hundred and thirty-seven feet, more or less, to the Southeast corner of a lot conveyed to William Wade by deed dated the 16th day of October, 1902, and recorded among said land records in Liber G. N. No. 28 folio 98 ~~97~~; thence along the east line of said last mentioned lot North twenty degrees West fifteen hundred and twenty feet to a stone; thence South eighty-nine and one-half degrees East, nine hundred and eighty-six feet, more or less, to the Northwest corner of said Benton's lot; thence bounding thereon South one-half degrees East seven hundred and thirty-eight feet, more or less, to the place of beginning; containing twenty-two Acres of land, more or less.

The highest bids your trustees received for said two lots separately were twenty-three hundred and fifty dollars and two thousand and twenty-five dollars, respectively, aggregating forty-three hundred and seventy-five dollars.

Your trustees then offered said two lots as an entirety and received as highest bid for both of them an offer of forty-eight hundred and twenty-five dollars and sold them to the highest bidder, Martha Galli for said sum of forty-eight hundred and twenty-five dollars.

Your trustees then offered all three parcels as an entirety but the highest bid so received did not equal the aggregate of the sums above reported.

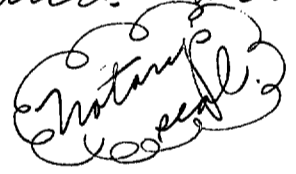
All of which is respectfully submitted,

Frank W. Noel,
Walter Swinney,
Trustees.

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 30th day of August, 1921, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore County, personally appeared Frank W. Noel, one of the above named trustees, and he made oath in due form of law that the facts stated in the foregoing report of sales are true, as therein set forth, and that the sales thereby reported were fairly made.

Witness my hand and Notarial Seal.



George E. Kunkel,
Notary Public.

Ordered, this 31st day of August, 1921, That the sale of the property mentioned in these proceedings made and reported by Frank W. Noel and Walter Swinney, Be Ratified and Confirmed unless cause to the contrary thereof be shown on or before the first day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the first day of October next.

The report states the amount of sales to be \$ 325.⁰⁰
Mr. N. Woodward, Clerk.

Ordered By The Court, This 4th day of October, 1921, that the sales made and reported by the Trustees aforesaid, be and the same are hereby Ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order nisi, passed in said cause, and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss, A. J.

Petition of Frank H. Noel and Walter Swinney, Trustees and Martha Galli, and Order of Court thereon Filed Oct. 4, 1921.

To the Honorable, the Judges of said Court:

The petition of Frank H. Noel and Walter Swinney, Trustees appointed by the decree passed in this case, and Martha Galli, purchaser of two of the parcels of land decreed to be sold in this case, respectfully shows to the Court: -

First: That acting under and in pursuance of the power and authority conferred upon them by said decree, the said Trustees offered at public sale at the Court House door in the City of Annapolis, on Tuesday the 23rd day of August, 1921, the three parcels of land mentioned in this proceeding, at which sale the said Martha Galli became the purchaser of two of said parcels for the aggregate sum of forty-eight hundred and twenty-five dollars, which sale has been duly reported to and finally ratified by this Court.

Second: That said parcels of land formed part of the estate of the late William H. Wade and were sold for the purpose of settling said estate.

Third: That one of said parcels, being lot No. 2 in the advertisement of said sale, was at the time of said sale, temporarily in the possession of William Ira Wade, a son of said deceased, and one of the parties defendant to this case, and said William Ira Wade was in person present at said sale and cognizant of all the proceedings and actions of your trustees, and the auctioneer at said sale.

Fourth: That one other of said parcels, being lot No. 3 in the advertisement of said sale, was, at the time of said sale, temporarily in the possession of Lewis Randall Wade, another son of said deceased and one of the parties complainant in this case, who, either in person or by attorney was also present at said sale, and cognizant of all of said proceedings at said sale.

Fifth: That recently the said William Ira Wade acting

on behalf of himself and also claiming to speak with authority from his brother, said Lewis Randall Wade, called at the office of one of your trustees, said Frank H. Noel, and stated that the possession of said William Ira Wade and Lewis Randall Wade of said respective parcels of land was that of tenants under alleged tenancies existing between their late father as landlord and themselves as tenants, under an annual rental of such sum of money as would be sufficient to pay the taxes upon said parcels of land; but your petitioners do not believe that any such tenancies existed, and your petitioners further aver that if, in point of fact any such tenancies ever existed both of them have long since expired and have been forfeited for non-payment of rent, because no taxes have ever been paid by either of said occupants of said properties at any time and the taxes upon both of said parcels were and now are several years in arrear.

Sixth: That at the interview between said Noel and said William Ira Wade, which took place on the 13th day of September, 1921, said William Ira Wade, claiming to act on behalf of himself and his said brother, Lewis Randall Wade, further stated that because neither of them had ever received any formal notice to quit said respective premises, neither one of them would remove from the same nor would they surrender possession thereof to your petitioner, Martha Galli, the purchaser of said lots.

Seventh: Your trustees and said auctioneer William H. Moss, informed the bidders at the time of sale that possession of said parcels could be given as soon as the present crop on said land should be harvested, which was generally believed to be about the first of October, and both said William Ira Wade and Lewis Randall Wade were cognizant of said statement and both failed to object to the same and neither made any mention of the existence of any tenancies incumbering said parcels until said 13th day of September, 1921, the date of the interview hereinbefore mentioned.

Eighth: That said Martha Galli is able, willing and anxious to consummate her said purchases but is desirous of having the possession of said properties secured to her at the time mentioned at the sale thereof.

Ninth: Your petitioners further state that the possession respectively of said William Ira Wade and Lewis Randall Wade was merely that of care takers of said properties; that the relation of landlord and tenant never existed between said William H. Wade, deceased, and

said occupants of said properties; that if any tenancy or tenancies ever existed in said properties, such tenancy was merely by sufferance; that whatever tenancies, if any, ever existed in said properties, have long since expired by reason of non-payment of rent; and that the refusal of said occupants to remove from and vacate said parcels of land is designed by said occupants merely to annoy and harass your trustees and to delay the co-tenants in common and other parties interested in said properties in the realization of their respective interests therein.

Wherefore, your petitioners pray that this Court may pass an order requiring said William Ira Wade and Lewis Randall Wade to immediately vacate said premises and yield the possession thereof unto the said Martha Galli, the purchaser thereof.

And that your petitioners may have such other relief as to this Court may seem proper.

And as in duty bound, etc.

Solicitor for Frank D. Noel and Walter Sweeney, trustees
Harry E. Scherf

Solicitor for Martha Galli
Byrner R. Anderson

State of Maryland }
City of Baltimore } No-wit:

I hereby certify, that on this 3rd. day of October, 1921, before me, the subscribed, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Frank D. Noel, trustee, one of the petitioners named in the foregoing petition, and he made oath in due form of law that the matters and facts stated in said petition are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Notarial seal

Harry L. Drake,
Notary Public

Upon the foregoing petition and affidavit

it is ordered by the Circuit Court of Anne
 Grundel County In Equity, this 4th day of
 October, 1921, that the said William Ira Wade
 and Lewis Randall Wade, he and they are
 hereby required to yield up and deliver to the
 said Martha Galli, quiet and peaceful poss-
 session of the parcels of land mentioned in
 said petition on or before the 25th day of Oc-
 tober, 1921, unless cause to the contrary be
 shown on or before the 15th day of October, 1921,
 provided a copy of said petition and this
 order be served on said William Ira Wade
 and Lewis Randall Wade on or before the 10th
 day of October, 1921.

Robert Moss, A. J.

Petition and Order of Court. Filed Jan 10, 1922.
 To The Honorable, The Judge Of Said Court:-

The Petition of Harry A. Scherf respectfully
 shows unto your Honor:-

First: That as counsel for the Complainants
 he prepared and filed the Bill of Complaint in
 this case, examined the witnesses in taking
 the testimony and prepared the decree and re-
 port of sale and has generally conducted this
 entire proceedings.

Second: That this proceeding was brought
 for and resulted in a decree for the sale of three
 parcels of land situate in Anne Grundel County
 and belonging to the estate of William H. Wade,
 deceased.

Third: That the original deeds for said three
 parcels of ground had been either lost or des-
 troyed and in order to obtain sufficient data for
 the filing of said Bill of Complaint your Petitioner
 was required to make an examination of the
 Land Records of Anne Grundel County in order
 to obtain descriptions of said properties and ref-
 erences to the deeds for the same.

Fourth: That subsequent to the sale of the said
 property two of the heirs of said deceased, namely
 Louis Randall Wade and William Ira Wade, set
 up a claim to the possession of two of the par-
 cels of land owned by the said deceased, claim-
 ing to have been tenants of said deceased and

entitled to the possession of the said two parcels of land under alleged unexpired leases.

Fifth: That your Petitioner, acting on behalf of the trustees appointed to make sale of said properties, investigated the alleged claims of the said Louis Randall Wade and William Ira Wade and finding them groundless, prepared and presented to this Court and filed petitions for writs in the nature of writs of Habere facias possessionem against said Louis Randall Wade and William Ira Wade.

Sixth: That the result of your Petitioner's activities in regard to said Petition has resulted in the evacuation of said parcels of land by said Louis Randall Wade and William Ira Wade, so that the said trustees have been able to deliver possession thereof to Mrs. Martha Galli, the purchaser of said parcels.

Seventh: That your Petitioner has been put to considerable trouble and expense in the rendition of said services and has not been compensated therefor and your Petitioner is advised that it is proper for this Court to pass an Order authorizing and directing Frank D. Noel and Walter Swinney, Trustees in this case, to pay unto your Petitioner out of the proceeds of said sale a reasonable sum of money for his services as above set forth.

Eighth: Your Petitioner further represents that the total amount of the sales of the properties belonging to this estate amount to the sum of Eight Thousand, Three Hundred Twenty-Five (\$8,325.00) Dollars.

Your Petitioner therefore prays the Court to pass an order allowing him for his services, as above stated, a reasonable sum of money to be paid him as part of the costs of this proceeding.

And as in duty bound, etc.
Harry E. Scherf.
Petitioner

state of Maryland } Co. wit :-
City of Baltimore }

I hereby certify, that on this 9th. day of January, 1922, before me, the subscriber, a Notary Public of the the State of Maryland, in and for the City of Baltimore, aforesaid personally appeared Harry E. Scherf and he made oath in due form of law that the matters and facts set forth in the aforesaid Petition are true to the best of his knowledge, information and belief.

Notarial Seal

Robert A. Piper
Notary Public.

We, the undersigned members of the Bar of the State of Maryland and practicing in the Circuit Court for Anne Arundel County hereby certify that we have read the aforesaid Petition; that we are familiar with the value of the services rendered by Harry E. Scherf, Esq., as set forth in said Petition, and that we believe the sum of two hundred fifty Dollars will be a reasonable compensation for the services rendered by him as set forth in said Petition. Subject to the usual exceptions.

Geo. W. Cameron,
Robert Coker.

Upon the aforesaid Petition, affidavit and certificate of counsel, it is ordered by the Circuit Court for Anne Arundel County this 10th. day of January, 1922, that Harry E. Scherf, Esq., be and he is hereby allowed out of the funds in the hands of Frank D. Noel and Walter Swinney, Trustees in this case, the sum of two hundred and fifty Dollars as a fee or compensation for the services rendered by him in this case, subject to the usual exceptions.

Robert Moss, A.J.

Auditor's Report and Account, Filed Feb., 16, 1922.

To The Honorable, the Judges of said Court:-

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account in which allowing costs, commissions, expenses and taxes he has distributed the funds among the heirs-at-law of the Decedent in proper proportions.

In allowing the Widow's Dower, it is allowed in full for the property sold in these proceedings, and also, she is allowed dower in sale of property made by her husband during his life-time, in which deed she did not join.

Louis Wade had judgements against him in excess of his distributive share and this is awarded to a judgement creditor, as will appear by the account. His divorced wife filed a claim for alimony and Counsel fees, but the judgement proceeded the divorce, and hence, the Auditor has distributed nothing to this account.

All of which is respectfully submitted.

James W. Owens,
Auditor.

Dr. The Trust Real Estate of Wm. H. Wade, Deceased in ac.
1921

Aug 23.	To the Trustees for their commissions			\$ 277	75
" "	" " " " " Court costs, viz:				
	Plaintiffs Solicitor	10	00		
	Defendants " "	10	00		
	Clerk of Court	33	40		
	Sheriff (Dave)	6	60		
	" (McNulty)	3	80		
	Examiners	4	00		
	Guardians ad Litem	4	00		
	Nicholas H. Green Copy	1	50		
	Auditor	36	00	109	30
	To Harry E. Scherf, Atty. for Orphans Court costs and bond of the administrators	37	40		
	" New Amsterdam Casualty Co. for trustees bond	21	00		
	" Wm. H. Moss, Auctioneer	26	00		
	" the Advertiser, Order Nisi on sales	5	00		
	" " " Notice of Sale	41	50		
	" Harry Scherf, advanced Examiners fee	4	00		
	" Order Nisi on this account	5	00		
	" Taxes as per Vouches filed for 1919 to 1921, inclusive	328	14		
	" Harry E. Scherf, Attorneys fee per Order of Court	250	00	718	04
	" the Trustees for Revenue Stamps and Notary fees			5	45
	" the following:				
	Funeral expenses (W. J. Ticknor)			500	25
	Cedar Hill Cemetery			285	00
	W. H. Wheeler			98	60
	Irene Kline			223	00
	B. F. Pumphrey			60	55
	Dr. P. H. Brayshaw			141	00
	Dr. W. O. Wade			10	00
	Carried forward			2428	94
	Order Nisi.				

Ordered this 16 day of February 1922, that the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed unless cause to the contrary be shown on or before the 17th. day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th. day of March next.

Wm. H. Woodward,
Clerk

with Frank D. Noel & Walter Swinney, Trustees, Co.
1921

Aug 23	By proceeds of sale of Real Estate			8325 00
	Amount brought forward	2428	94	
	To Anna B. Shipley, Judgement, interest and cost	762	00	
	" Sisters of Mercy	38	25	
	" Balance	5095	81	
		8325	00	8325 00

	Balance			5095 00
	Distributed as follows:			
"	Elizabeth M. Wade, dower	1698	60	
"	" " " " in property sold Durner.	333	31	
"	Ada Durner 1/10 daughter	306	39	
"	Irene M. Klien daughter 1/10	306	39	
"	Viola Dicus, daughter 1/10	306	39	
"	Idella Gary, daughter 1/10	306	39	
"	Daisy B. Rolf, daughter 1/10	306	39	
"	Garnard Wade, son 1/10	306	39	
"	Elizabeth B. Boyer, 1/10, distributed as follows:			
	Leksi Hillman, judgement	268	88	
	Weinhold's garage, acct. of judgement	37	51	
"	Louis R. Wade, 1/10 distributed as follows:			
	R. F. Dbrecht, on acct. of judgement	306	39	
"	B. A. Aderson, Assignee of Wm. I. Wade	306	39	
"	Lawrence M. Wade, 1/10	306	39	
		5095	81	5095 81

Publishers Certificate.
In the Circuit Court for Anne Arundel County

In the Circuit Court for Anne Arundel County,
Ordered by the Court, this 22nd. day of March, 1922, that the afore-
going Report and Account of the Auditor be and the same is hereby finally
ratified and confirmed, no cause to the contrary having been shown and
that the Trustee apply the proceeds accordingly with a due proportion of
interest as the same has been or may be received.
Robert Moss, A. J.

In the Matter of the
Mortgaged Real Estate
of
Martha A. Parker and
Gabriel Parker, her husband.

No. 3997 Equity
In the Circuit Court
for
Anne Arundel County.

Mortgage.

This Mortgage, Made this 24th. day of May, in
the year nineteen hundred and nine, by Martha
A. Parker and Gabriel Parker, wife and husband,
both of Anne Arundel County and State of Maryland,
Witnesseth:

Whereas, the said Martha A. Parker and Gabriel
Parker, are justly indebted unto Margaret Revell
of said County and State in the full and just
sum of Eight Hundred and fifty Dollars, current
money, to be repaid with interest at the expira-
tion of five years, and have passed to the said
Margaret Revell their promissory note for said
principal sum of Eight hundred and fifty Dol-
lars, payable five years after date, and their
ten interest notes each for the sum of Twenty
Five Dollars and fifty cents, and payable res-
pectively, six, twelve, eighteen, twenty-four, thir-
ty, thirty-six, forty-two, forty-eight, fifty-four
and sixty months after date to secure the pay-
ment of which said notes as their shall become
due and payable, this mortgage is executed,

Now, therefore, in consideration of the prem-
ises and the sum of one dollar, the said Martha
A. Parker and Gabriel Parker do grant and con-
vey unto the said Margaret Revell, her heirs
and assigns, in fee-simple, all that lot of
land situate near Camp Parole in the Second
Election District of Anne Arundel County, and
described as follows:

Beginning at a point on the North side of
the public road leading from Annapolis to
Camp Parole, between the lot hereby conveyed
and the property now owned, or used to be, by
Gabriel Duvall and running with the division-
al line of said properties in a Northerly direction
the distance of about four hundred and fifty
feet to the Washington, Baltimore and Annapolis
Electric Railways Company, formerly the Annapolis

and Elbridge Railroad Company, thence along the line of said railroad in a westerly direction, the distance of thirty-three feet running in a southerly direction parallel with the first mentioned line of the description, the distance of about four hundred and fifty feet to the public road aforesaid, thence running with the line of said public road in an easterly direction, the distance of thirty-three feet to the place of beginning. Said property being the same that was recently conveyed to the said Alice Jean, by Mary Magdoline B. Parodi by deed dated the 21st. day of September 1906, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 52 folio 51, etc., also being part of the land which was conveyed to the said Mary Magdoline B. Parodi by John Kealey and wife by deed dated the 5th. day of June 1884, and recorded in Liber S. N. No. 26 folio 29, etc. one of the Land Records of the aforesaid County. This being the identical lot of land which was conveyed to the said Martha Parker by the said Alice Jean by deed dated the 31st. day of October, 1908, and duly recorded among the Land Records of Anne Arundel County in Liber G. W. No. 63 folio 35, etc.

Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of Margaret Revell her heirs and assigns forever.

Provided that if the said Martha A. Parker and Gabriel Parker, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Eight Hundred and Fifty Dollars, and all interest thereon accrued when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made
 in the premises, the Martha Parker and Gabriel
 Parker shall possess the aforesaid property upon
 paying in the meantime, all taxes and assess-
 ments, public debts and charges of every kind,
 levied or assessed, or to be levied or assessed on
 said hereby mortgaged property, which taxes,
 assessments, public dues, charges, mortgage debt
 and interest of the said Martha Parker and Gabriel
 Parker for themselves their heirs, personal rep-
 resentatives and assigns do hereby covenant to
 pay when legally demandable. But if default be
 made in payment of said money, or the interest
 thereon to accrue, or in any part of either of
 them, at the time limited for the payment of
 the same, or in any agreement, covenant or con-
 dition of this mortgage, then the entire mort-
 gage debt shall be deemed due and demandable;
 and it shall be lawful for the said Margaret
 Revell her personal representatives and assigns,
 or Robert Moss, their Attorney or Agent, at any
 time after such default to sell the property here-
 by mortgaged, or so much thereof as may be
 necessary, to satisfy and pay said debt, in-
 terest and all cost incurred in making such
 sale, and to grant and convey the said property
 to the purchaser or purchasers thereof, his, her
 or their heirs or assigns, and which sale shall
 be made in the manner following, viz: upon
 giving twenty days notice of the time, place,
 manner and terms of sale, in some newspaper
 printed in Anne Arundel county, and such
 other notice as by the said Mortgagee, her
 personal representatives or assigns may be
 deemed expedient; and in the event of a sale
 of said property, under the powers hereby grant-
 ed, the proceeds arising from such sale, to
 apply: first, to the payment of all expenses
 incident to such sale, including a fee of ten
 dollars and a commission to the party making
 sale of said property equal to the commission
 allowed trustees for making sale of property
 by virtue of a decree of a Court having equity
 jurisdiction in the State of Maryland, secondly
 to the payment of all claims of the said Mortgagee.

her personal representatives and assigns under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagees, their personal representatives or assigns or to whoever may be entitled to the same.

And the said Mortgagee for _____ heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on a total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for _____ County in Equity, which said expenses costs and commissions the said Mortgagee for _____ heirs, personal representatives and assigns do hereby covenant to pay; and the said Mortgagee personal representatives or assigns or their said Attorney shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses and commissions.

And the said Martha G. Parker and Gabriel Parker, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee her personal representatives and assigns, the improvements on the hereby mortgaged land to

the amount of, at least Eight Hundred and Fifty Dollars and to cause the policy to be affected thereon, to be so framed or indorsed, as in case of fire, to insure to the benefit of the said Mortgagee, her personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, her personal representatives and assigns.

Witness the hands and seals of the said Mortgagors, the day and year first above written
Bertie A. Baldwin. Martha A. Parker (Seal)
Gabriel ^{his} x Parker (Seal)
mark

State of Maryland, Anne Arundel County, to wit:
I hereby Certify, that on this twenty-fourth day of May in the year nineteen hundred and nine, before me, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared Martha Parker and Gabriel Parker, wife and husband, the within named the Mortgagors named in the foregoing Mortgage and each acknowledged the foregoing Mortgage to be their act. At the same time also appeared Robert Moss, agent and attorney named in the mortgage, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and that he is said Agent and Attorney and authorized to make said oath.

Notarial seal

Bertie A. Baldwin,
Notary Public.

\$850.00 Annapolis, Maryland, May 24, 1909.
Five years after date I promise to pay to the order of Margaret Revell, Eight Hundred and Fifty ^{plus} $\frac{100}{100}$ Dollars at _____ Value received secured by mortgage of even date.

Martha A. Parker
Gabriel ^{his} x Parker
mark

Bond, Filed August 30th. 1915.

Know All Men by these Presents:

That We, Robert Moss, of Anne Arundel County, State of Maryland, and the New England Equitable Insurance Company, a body corporate of the State of Massachusetts, duly authorized to do business in Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of One ~~hundred~~ and Dollars, to be paid to the said State or its lawful and certain Attorney, to which payments well and truly to be made and done, we bind ourselves and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 30th. day of August in the year nineteen hundred and fifteen.

Whereas the above bounden Robert Moss, by virtue of the power contained in a mortgage from Martha A. Parker and Gabriel Parker, her husband, to Margaret Revell, bearing date the 24th. day of May A. D. 1909, and duly recorded among the Land Records of Anne Arundel County in Liber G. W. No. 67 folio 352, etc., and filed in the matter of the Mortgaged Real Estate of Martha A. Parker and Gabriel Parker, her husband, in the Circuit Court for Anne Arundel County, in Equity, is about to sell the land and premises described therein, default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

Now the Condition of this Obligation is such, that if the above bounden Robert Moss do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgage property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of
William H. Moss



Robert Moss, (Seal)
New England Equitable Insurance Company
Robert G. Moss,
Attorney in Fact.

Report of Sale - Filed 1st Sept. 1915
To the Honorable, the Judges of the Circuit Court for Anne
Arundel County:-

The report of sale of Robert Moss, Attorney named in the
above mortgage to make sale of the real estate in said
cause mentioned, respectfully shows:

That after giving bond with security for the faithful per-
formance of the covenants contained in said mortgage, and
after having complied with all the prerequisites as required
by law, and the covenants contained in said mortgage, and
after giving notice of the time, place, manner and terms
of sale inserted in the Advertiser-Republican a newspaper
published in Anne Arundel County, for at least three suc-
cessive weeks before the day of sale, a copy of which ad-
vertisement is hereto annexed, and also by means of hand
bills circulated in the neighborhood of said property, he
did pursuant to said notice attend at public sale at
the Court House door in the City of Annapolis, on Tuesday
August the 31st, 1915, at eleven thirty o'clock A. M. and
there and there in the presence of a number of persons there
assembled proceeded to offer said property at public sale
to the highest bidder on the terms named in said adver-
tisement.

John J. Cecil being the highest bidder for said proper-
ty at public sale, the property was sold to the said
John J. Cecil for the sum of One Thousand and Five
Dollars (\$1,005.00).

Respectfully submitted,

Robert Moss,
Atty. named in Mortgage to make sale.

State of Maryland, Anne Arundel County, to wit:

On this first day of September, in the year nineteen
hundred and fifteen, before me a deputy Clerk of the Cir-
cuit Court for Anne Arundel County, personally appeared
Robert Moss, Attorney named in said mortgage to make sale,
and made oath in due form of law that the matters and
things stated in the foregoing report of sale, are true to
the best of his knowledge and belief, and that the sale
herein reported was fairly made.

Wm. N. Woodward, deputy Clerk.

Handbill -

Wm. H. Moss, Auctioneer.

Mortgage Sale of Valuable Lot and Dwelling, near Camp Parole in the Second Election District of Anne Arundel County.

Under and by virtue of a power of sale contained in a mortgage from Martha A. Parker and Gabriel Parker her husband, to Margaret Revell, dated the 24th day of May, in the year nineteen hundred and nine, and duly recorded among the Land Records of Anne Arundel County in Liber G. N. No. 67, folio 352, etc., default having occurred in the terms thereof, the undersigned attorney named in said mortgage, will offer for sale at public auction at the Court House door, at Annapolis, Maryland, on Tuesday August 31st. 1915, at 11:30 o'clock A. M. All of that lot of land situate in the Second Election District of Anne Arundel County near Camp Parole, and on the boulevard leading to South River bridge from Annapolis, and fronting on said boulevard thirty three feet and running back to the Washington, Baltimore and Annapolis Railroad a distance of about four hundred and fifty feet. This land is improved by a seven-room framed dwelling in good repair, and stable.

Terms of Sale:- One-half cash upon ratification of sale, balance six months from day of sale, credit payments to bear interest from day of sale and to be secured to the satisfaction of the undersigned. A deposit of \$100 will be required on day of sale.

Robert Moss,

Attorney named in Mortgage.

(Order nisi.)

Ordered, this First day of September, in the year Nineteen hundred and fifteen, by the Circuit Court for Anne Arundel County, in Equity, that the sale of the property mentioned in these proceedings, made and reported by Robert Moss Attorney named in mortgage to make sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 2nd day of October next; provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 2nd day of October next.

The report states the amount of sale to be \$1,005.⁰⁰

Geo. Wells,

Clerk.

Office of The Advertiser-Republican.

Annapolis, Md. October 2nd 1915.

I hereby certify that the annexed Order nisi, in the Matter of the Mortgaged Real Estate of Martha A. Parker and Gabriel Parker, her husband, No. 3997 Equity was published in The Advertiser-Republican a newspaper published in the City of Annapolis, once a week for three successive weeks before the 2nd day of October, 1915. The first insertion being made the 2^d day of September, 1915.

N. M. Holladay,
Publisher, per M.

Ordered, by the Circuit Court for Anne Arundel County in Equity, this ninth day of October in the year nineteen hundred and fifteen, that the sale made and reported by the Attorney aforesaid, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order nisi, passed in said cause, and the said Attorney is allowed the usual commission and such proper expenses as he shall produce vouchers for the Auditor.

Jas. A. Brashears.

Auditor's Report and Account. Filed 22nd May, 1917.

To the Honorable, the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account which is self explanatory.

All of which is respectfully submitted,

James W. Owens,
Auditor.

In the Matter of the Sale of the mortgaged Real Estate of Martha A. Parker & husband in ac. with Robert Moss, Atty. Aug. 31st, 1915. Cr.

	\$ 5-8 20		Aug. 31 st , 1915	
To the Attorney for his commissions			By Proceeds of	
" " " " " fee provided in mtg.	10 00	\$ 68 20	sale of real estate as	
			per Report filed	\$ 1005 00
To the Atty. for his expenses, viz:				
" Advertising, Advertiser - Republican	\$ 15 00			
" Premium on Bond	10 00			
" Auctioneer (N. H. M.)	10 00	\$ 35 00		
To the Atty. for Court costs, viz:				
" Clerk of Court	\$ 9 00			
" Plaintiff's Solicitor	10 00			
" Auditor	9 00	\$ 28 00		
To State & County taxes for 1913	\$ 22 15			
" " " " " " 1914	20 30			
" " " " " " 1915 ad- justed to day of ratification of sale	3 20	\$ 45 65		
To Margaret Resell, Mortgage, in full of mortgage claim filed		\$ 815 81		
To Martha Parker, Mortgage, this balance		\$ 12 34		
		\$ 1005 00		\$ 1005 00

Final Order.
 Ordered by the Court, this 8th day of August, 1921, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Wm Henry Foreythe, Jr.

In the Matter of the
Mortgaged Real Estate of
Thomas M. Bannon.

No. 3127 Equity.
In the Circuit Court for
Anne Arundel County.

Mr. Clerk.

Please docket the above entitled suit and file the accompanying original mortgage and note and assignment of mortgage to James F. Thrift.

M^c. Intosh & Thrift,
J. Chas. Smithwick & Bro.
Sole.

Original Mortgage and note and assignment of Mortgage.
Filed 16th Nov. 1908.

This mortgage, made this Twenty first day of February in the year one thousand eight hundred and twenty one by Thomas M. Bannon, unmarried, of Anne Arundel County, in the State of Maryland,

Whereas the said Thomas M. Bannon is justly indebted unto John N. Kauffman, of Frederick City in the sum of one thousand dollars, to secure the payment of said sum he has given and passed unto the said Kauffman his promissory note of even date herewith for the aforesaid principal sum of one thousand dollars payable one year after date, and his two other certain promissory note of even date herewith each for the interest sum of thirty dollars payable six and twelve months after date, and to better secure the prompt payment of the aforesaid promissory notes these presents are executed.

Now this mortgage Witnesseth, that in consideration of the premises, and of the sum of One dollar, the said Thomas M. Bannon doth grant the said John N. Kauffman his heirs and assigns, in fee simple,

All that tract of land containing two hundred and twenty-five acres, situate, lying and being in the Fourth Election District of Anne Arundel County near the Annapolis Junction, which is described more particularly in the deed from Eliza H. Slicker trustee to the said Thomas M. Bannon, of even date herewith and intended to be recorded before these presents.

Together with the buildings and improvements thereupon, and the rights, roads, ways, waters, privileges, appurtenances, and advantages, thereto belonging or in anywise appertaining.

To Have and To Hold, the aforesaid parcel of ground

and premises unto and to the proper use and benefit of John N. Kauffman his heirs and assigns forever.

Provided, that if the said Thomas M. Bannor, his heirs, executors, administrators, or assigns, shall well and truly pay or caused to be paid the said sum of one thousand dollars one year after date of these presents unto the said John N. Kauffman and interest of thirty dollars at the end of six and twelve months respectively, according to the terms of his promissory notes herinbefore recited and shall perform all the covenants herein or his or their part to be performed, then this Mortgage shall be void.

And it is agreed, that, until default be made in the premises, the said Thomas M. Bannor shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, and on the mortgage debt and interest hereby intended to be secured: which taxes, assessments, public dues, charges, mortgage debt and interest, the said Thomas M. Bannor for himself his heirs, executors, administrators, and assigns, doeb hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed, due and demandable; and it shall be lawful for the said John N. Kauffman his heirs and assigns or Robert V. Hall, their Attorney or Agent at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply first, to the payment of all expenses incident to such sale, including all counsel or attorney's fees and a commission to the party making

sale of said property, equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland. Secondly, to the payment of all claims of the said Mortgagee his personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same.

Witness the hand and seal of the said Mortgagor.
Test: Thomas M. Bannon (seal)

James P. Bannon.

State of Maryland, Anne Arundel County to wit:

I Herby Certify, that on this twenty-first day of February in the year one thousand eight hundred and ninety-one before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Thomas M. Bannon and acknowledged the foregoing Mortgage to be his act; and now at the same time, before me, personally appeared also Robert V. Hall, agent of the within named Mortgage and made oath in due form of law, that the consideration set forth in the foregoing Mortgage is true and bona fide, as therein set forth, and that he is the authorize agent to make such oath.

James P. Bannon, J. P.

Payment extended one year from Feb. 21, 1892.
Geo. W. Kauffman.

Balto. Feb. 21, 1893.

For the consideration of the signing and delivery of four semi-annual interest notes of thirty dollars each. I hereby extended payment of the within mortgage debt two years from the above date.

Witness:

A. V. Hall.

Geo. W. Kauffman

Balto. Md., Feby. 21, 1895.

For and in consideration of the signing and delivery of four semi-annual interest notes of thirty (30) dollars each. I hereby extend payment of the within mortgage debt two (2) years from the above date.

Witness:

A. V. Hall.

Geo. W. Kauffman

Baltimore, Md. Feb. 23/97.

For and in consideration of the signing and delivery of four semi-annual interest notes of \$30 each, I hereby extend payment of within mortgage debt two years from the above date.

Geo. W. Kaufman

Baltimore, Md. Feb. 21, 1899.

For and in consideration of the signing and delivery of six semi-annual interest notes of \$30 each, I hereby extend payment of within mortgage debt three (3) years from above date.

Geo. W. Kaufman.

Balto. Md., Feb. 21, 1902.

For and in consideration of the signing and delivery of two semi-annual interest notes of \$30, each. I hereby extend payment of within mortgage one (1) year from the above date,

Geo. W. Kaufman.

Balto. Md., Feb. 21, 1903.

For and in consideration of the signing and delivery of four (4) semi-annual interest notes of \$30, each, I hereby extend payment of within mortgage debt two (2) years from the above date (Feb. 21, 1903).

Geo. W. Kaufman

Balto. Md. Feb. 21, 1905.

For and in consideration of (4) four semi-annual interest notes of \$30, each, I hereby extend payment of within mortgage 2 years from above date to Feb. 21, 1907.

Geo. W. Kaufman.

Interest on within mortgage paid to Aug. 21, 1907.

Interest on within mortgage paid to Feb. 21, 1908.

Interest on within mortgage paid to Aug. 21, 1908.

Balto. Md. October 5, 1908.

For value received, I hereby assign the within mortgage to James F. Thrift.

Witness my hand and seal this fifth day of October, in the year nineteen hundred and eight.

Test.
 George W. Dutoch
 John W. Kaufman (seal)

Recorded 8th October, 1908. In S. H. No. 38 folio 419, Land Records of A. A. Co.

#1000.

Feb. 21st. 1891.

One year after date I promise to pay to the order of
John W. Nauffman, One Thousand ~~_____~~ dollars.
at office R. W. Hall 110 St. Paul St.

Value received.

No. 1.

Thomas M. Cannon.

Attorney's Bond - Filed 20th July, 1921.

Know all Men by these Presents: That J. James F. Thrift, of
Baltimore, Maryland, as Principal, and the New Amsterdam
Casualty Company, a body corporate of the State of New York
having an office and principal place of business in the
City of Baltimore, State of Maryland, as Surety, are held
and firmly bound unto the State of Maryland in the
full and just sum of Five Thousand and ^{no}/₁₀₀ (\$5000.00)
dollars, to be paid to the said State of Maryland or its
certain attorney; to which payment, well and truly to be
made and done, we bind ourselves and every of us, our
and every of our heirs, executors, administrators, successors
or assigns, in whole and for the whole, jointly and severally,
firmly by these presents.

Sealed with our seals and dated this 18th day of July,
A. D., 1921.

Whereas, by virtue of the power of sale contained in
a mortgage from Thomas M. Cannon, bearing date Februa-
ry 21, 1891, recorded among the land records of Anne
Arundel County in Liber S. N. No. 38, Folio 419, etc., which
said mortgage has been assigned to James F. Thrift, the
said James F. Thrift is about to sell the land and
premises described in said mortgage, default having
been made in payment of the money as specified and
in the conditions and covenants therein contained.

Now, therefore, the condition of the Aforegoing Obligation
is Such, that if the above-bounded James F. Thrift
do and shall well and truly and faithfully perform
the trust reposed in him as Assignee of the mortgage
aforesaid, and shall abide by and fulfill any order
of equity in relation to the sale of said mortgaged
property, or the proceeds thereof, then the above Ob-
ligation to be void; otherwise to be and remain in
full force and virtue in law.

Witness: L. N. Kennedy.

Attest:

G. Lee Burgess,
Assistant Secretary

James F. Thrift (seal)
New Amsterdam Casualty Co.
By: E. duBois
Vice President

Statement of Mortgage Debt. Filed 26th July, 1921.

Statement of the Mortgage Claim of James F. Thrift, Assignee of a certain mortgage from Thomas M. Barron to John N. Kaufman, dated the 21st day of February, 1891, and duly assigned to the said James F. Thrift on the 5th day of October, 1908, recorded among the Land Records of Anne Arundel County in Liber S. N. No. 38, folio 419.

Principal of mortgage debt,	\$1,000.00
Accrued interest from August 21, 1908, to July 26, 1921, (12 years 11 months 5 days)	775.83
Total,	\$1775.83

State of Maryland, Baltimore City, to wit:

I Herby Certify, that on this 26th day of July, in the year one thousand nine hundred and twenty one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared, James F. Thrift, Assignee named in the foregoing Statement, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Witness my hand and Notarial Seal.

(Notary Seal)

J. Silden Kelbaugh
Notary Public.

Report of Sale & Order nisi passed thereon - Filed 26th July, 1921.

To the Honorable, the Judge of said Court:-

The Report of Sale of James F. Thrift, Assignee of a certain mortgage from Thomas M. Barron to John N. Kaufman, dated the 21st day of February, 1891, and duly assigned to the said James F. Thrift on the 5th day of October, 1908, recorded among the Land Records of Anne Arundel County in Liber S. N. No. 38, folio 419, respectfully shows:-

-1- That after giving bond with security for the faithful discharge of his duties as prescribed in said mortgage, which bond has been duly approved and filed and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Advertiser a weekly newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, and by hand bills duly circulated, said Assignee did, pursuant to said notice, on Tuesday, the 26th day of July, 1921, at 11

o'clock A. M. attend at the Court House door, Annapolis, Maryland, and there and there sold all that tract of land being parts of "Huntington's Quarter", "Harris Beginning" and "Thomas and Elizabeth" and known generally as the "Junction Woods Property" and "Crystal Spring Park", situated near Annapolis Junction on the Washington Branch of the Baltimore and Ohio Railroad Company at an equal distance between Baltimore and Washington, and also convenient to the Washington, Baltimore and Annapolis Electric Railway, containing 225 acres of land, more or less. Said tract of land lies east of the tracks of the Washington Branch of the Baltimore & Ohio Railroad and southeast of the lands of the Maryland House of Correction, the road leading from Annapolis Junction to the "Jesseup Road" at "Smithson's Corner" separating this tract from the lands of the Maryland House of Correction; it is also bounded by the lands of John S. Biggs, John Bowie and others. A complete description of the same by metes and bounds, courses and distances can be obtained from a deed executed by Elizabeth H. Mickey, Trustee, to Thomas M. Bannon, dated February 21, 1891, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 38, folio 413; together with the improvements thereon as fully set forth in said advertisement, to the State Board of Prison Control as Trustees for the State of Maryland, at and for the sum of Ten Thousand dollars it being then and there the highest bidder, said sale being made for cash,

Respectfully submitted,

James F. Thrift, Assignee

State of Maryland, Baltimore City, to wit:

I Herby Certify, that on this 26th day of July, in the year one thousand nine hundred and twenty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared James F. Thrift, Assignee named in the above Report of Sale, and made oath in due form of law that the matters and things stated in the aforesaid Report of Sale are true as therein set forth and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal,

J. Selden Kelbaugh,
Notary Public.

Notary
Seal

McC. Dutash & Thrift, Solicitors, 216 St. Paul St., Baltimore, Md.

Assignee's Sale of valuable fee simple property in the Fourth Election district of Anne Arundel County, near Annapolis Junction.

Under and by virtue of the power and authority contained in a mortgage from Thomas M. Barron to John N. Kaufman, dated February 21, 1891, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 38, folio 418, and duly assigned by the said John N. Kaufman to James F. Thrift by Assignment of Mortgage dated October 5th 1908, and recorded as aforesaid in Liber S. H. No. 38, folio 419, among the Land Records of Anne Arundel County; default having occurred in the terms and condition of said mortgage, the undersigned assignee of said mortgage will offer for sale at public auction at the Court House door, Annapolis, on Tuesday, July 26, 1921 at 11 o'clock A. M. all that tract of land, being parts of "Huntington's Quarter", "Harris Beginning" and "Thomas and Elizabeth" and known generally as the "Junction Woods Property" and "Crystal Spring Park", situated near Annapolis Junction on the Washington Branch of the Baltimore and Ohio Railroad Company at an equal distance between Baltimore and Washington, and also convenient to the Washington, Baltimore and Annapolis Electric Railway, containing 225 acres of land, more or less. Said tract of land lies east of the tracks of the Washington Branch of the Baltimore & Ohio Railroad and southeast of the lands of the Maryland House of Correction, the road leading from Annapolis Junction to the "Jessup Road" at "Kintick's Corner" separating this tract from the lands of the Maryland House of Correction; it is also bounded by the lands of John S. Biggs, John Bowie and others. A complete description of the same by metes and bounds, courses and distances can be obtained from a deed executed by Elizabeth H. Slickey, Trustee to Thomas M. Barron, dated February 21, 1891, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 38, folio 413.

This property has on it a large stanching Pavillion, is splendidly watered and contains very valuable timber for railroad ties, telegraph poles, piles, posts, etc.

Terms of Sale: - Cash on final ratification of sale. A deposit of 10 per cent of the amount of the purchase price will be required of the purchaser at the time of the sale. Taxes to be adjusted to the date of the sale.

J. Roland Brody,
Annapolis, Auctioneer.

James F. Thrift,
Assignee.

I hereby certify that I have this 26th day of July, 1921, sold the property mentioned in No. 3127 Equity, containing two hundred and twenty-five acres of land to The State Board of Prison Control at and for the sum of \$10,000 dollars, they being then and there the highest bidder therefor.

J. Roland Brady, Auctioneer.

Ordered by the Circuit Court for Anne Arundel County this 26th day of July, 1921, that the sale of the property mentioned in these proceedings made and reported by James A. Thrift, Assignee named in said mortgage, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 27th day of August, next, provided a copy of this order be inserted in some newspaper printed in Anne Arundel County once in each of three successive weeks before the 27th day of August, next. The Report states the amount of the sale to be \$10,000.00.

Wm. N. Woodward, Clerk.

Ordered by the Circuit Court for Anne Arundel County this 15th day of September, 1921, that the sale of the property mentioned in these proceedings be and it is hereby finally ratified and confirmed, the exceptions thereto having been withdrawn by the letters filed herein, and no other cause to the contrary having been shown, although due notice appears to have been published by the certificate filed herein. And that the trustee apply the proceeds with a due proportion of interest with

Wm. Henry Forsythe Jr.

Mr. Clerk:

Please file this letter of Atty. General and enter Exceptions to sale withdrawn and consent of the purchasers to the ratification of the sale -

James M. Mumroe, States Atty. A. A. C.

Filed 9th Sept. 1921.

September 8, 1921.

James M. Mumroe, Esq.
Annapolis, Md.

My dear Mr. Mumroe:

I have examined the supplemental report sent by you under date of August 30th in connection with your examination of the title of the property purchased by the Board of Prison Control.

I feel that the irregularities referred to by you in connection with the affidavit appearing in the mort-

gage and the bond filed by the assignee are not sufficiently serious to affect the title, and that the ratification of the sale by the Court will be conclusive. It would seem to me that the filing of the bond itself and its approval by the Clerk of the Court are the essential matters so far as the bond is concerned. If any question is to be raised concerning the correctness of the bond's form, it could only be done before ratification. The filing of the bond and its approval being a full compliance with the terms of the statute, conferred upon the assignee the authority to sell. I am, therefore, satisfied to have you withdraw your exceptions and permit the ratification of the sale.

Yours very truly,
Alexander Armstrong,
Attorney General.

Petition and Order - Filed 22nd October, 1921.

To the Honorable, the Judge of said Court:

The Petition of James F. Thrift, Assignee, respectfully shows:

- 1 - That the issues involved in a cause pending in this Court of Thomas M. Barron versus Charles H. Green, et al., No. 2948, Equity, are the same as those involved in the distribution of the surplus arising from the sale of the property mentioned and described in these proceedings by your Petitioner as Assignee, and in order, therefore, to prevent a multiplicity of suits and in order that the rights of all parties to said cause known as No. 2948 Equity, as well as the parties to the pending proceeding No. 3127 Equity, may be fully before the Court, your Petitioner prays that said proceeding known as No. 2948 Equity may by an order of this Honorable Court be consolidated with this proceeding.

And your Petitioner will ever pray,
W. G. Mcintosh Jr.
Attorney for Petitioner.

I hereby assent to the passage of an order consolidating Equity case No. 2948, now pending in the Circuit Court for Anne Arundel County, with Equity Case No. 3127, also pending in said Court.

Neal Parke
F. Bond & Parke,
Sole.

Upon the foregoing Petition and Assent, it is ordered this 22nd day of Oct, 1921, by the Circuit Court for Anne Arundel County in Equity, that the equity proceeding of Thomas M. Bannon versus Charles N. Green, et al, known as No. 2948 Equity, be and the same is hereby consolidated with Equity Case No. 3127 being a case entitled "In the Matter of the Mortgaged Real Estate of Thomas M. Bannon."

Wm. Henry Forsythe Jr.
Judge.

Petition & Order. Filed 22nd Oct. 1921.

- The Petition of James F. Thrift, Assignee, respectfully shows:
- 1- Your Petitioner prays that the papers in this case may be referred to the Auditor of this Court for the purpose of stating and account.
 - 2- That the said Auditor in stating said account shall state, first an account "A" which shall be known as a special account in which shall be allowed all expenses incident to the foreclosure proceeding and sale, including such counsel fee as may be allowed, the usual commissions to the party making said sale, the payment of the claim of said Assignee under said mortgage, and all taxes and other expenses that may be properly chargeable thereto, and the surplus under said special account "A" to be carried forward and distributed under an account to be known as account "B".
 - 3- That such surplus carried to account "B" shall be distributed thereunder as follows:

First there shall be allowed the costs of the proceeding pending in the Circuit Court for Anne Arundel County in Equity Case No. 2948, entitled Thomas M. Bannon versus Charles N. Green, et al. The balance shall be distributed one-half to the heirs at law of Thomas M. Bannon or such other parties as may be entitled thereto less the amount of costs of the injunctive proceedings in the Court of Appeals in the case of James F. Thrift versus Thomas M. Bannon, 111th Maryland, Page 303, and the other one-half of said surplus plus the costs in the said injunctive proceeding above referred to shall be payable to David G. Mc. Intosh, Jr., James F. Thrift and Seth Hance Winthicum in accordance with the terms of an agreement entered into between the said David G. Mc. Intosh, Jr., James F. Thrift and Seth Hance Winthicum with the said Thomas M. Bannon and counsel for the above parties in said Equity Case No. 2948.

- 4- Your Petitioner further shows that by an order issuing from this Court on the 5th day of December, 1908, in the case of Thomas M. Bannon against Charles N. Green, et al.

Equity Case No. 2948 hereinabove referred to, your Petitioner was made party defendant and restrained by an order of this Court from proceeding with the foreclosure of said mortgage. That he immediately filed his answer in said cause and a motion to rescind the order granting the injunction, took an appeal to the Court of Appeals of Maryland, which court, on the 30th day of June, 1909, reversed the order of the Circuit Court for Anne Arundel County in Equity, dissolved the injunction dismissed the petition and remanded the cause with costs for further proceedings as will appear by reference to the case of James F. Thrift versus Thomas M. Bannan, 111th Maryland, Page 303, to which reference is prayed. That shortly thereafter the said Thomas M. Bannan, individually, and through his then counsel, the Honorable Robert Moss, entered into an agreement and understanding with your Petitioner and his law partner, David G. McIntosh, Jr., for the purpose of settling the litigation referred to in Equity Case No. 2948, which suit involves the title to the real estate mentioned and described in this proceeding upon the following terms, namely: That the said Thomas M. Bannan and his counsel, the Honorable Robert Moss, would cooperate with the law firm of McIntosh and Thrift for the purpose of effecting a sale of said property to the State of Maryland.

That pending the consummation of said sale your Petitioner as Assignee of said mortgage would refrain from re-advertising said property for sale under the mortgage until such time as might become necessary to foreclose the mortgage for the purpose of perfecting the title to the State of Maryland. That from the proceeds of said sale to the State of Maryland all costs and expenses including the usual commissions to the party making the sale, taxes, and mortgage claim should be paid, and the balance after deducting the costs in Equity Case No. 2948, including the costs in the Court of Appeals of the injunctive proceeding above referred to, payable to McIntosh & Thrift, attorneys, should be divided equally between the said Thomas M. Bannan or his heirs at law, and David G. McIntosh, Jr., James F. Thrift and Seth Hance Dickinson, grantees under a deed to them from Charles N. Green, a certified copy of which has heretofore been filed in this proceeding, to which reference is prayed. 15- That in pursuance of said arrangement between the said Bannan and his counsel, the Honorable

Robert Moss, and your Petitioner and his partner, and Seth Hance Smithicum, no further proceedings were had in said Equity Case No. 2948, nor was any attempt made to foreclose the mortgage upon said property held by your Petitioner, but your Petitioner and his partner and the said Robert Moss proceeded to have the necessary legislation prepared, introduced and passed by the General Assembly of Maryland including an appropriation to cover the purchase price of said property, all of which has been successfully carried out and this foreclosure proceeding was conducted by your Petitioner for the sole purpose of perfecting the title to the property in the State of Maryland in pursuance of the terms of the agreement originally entered into between himself, David G. Mc Intosh, Jr., and Seth Hance Smithicum on the one part, and the said Thomas M. Bannon and his counsel, the Honorable Robert Moss, on the other part. That in the meantime and before the aforesaid arrangement was finally consummated the said Thomas M. Bannon departed this life leaving a Last Will and Testament which has been duly admitted to probate in the Orphan's Court for Anne Arundel County and by the terms of which the Honorable Robert Moss and Frances I. Bannon, a sister of the said Thomas M. Bannon, were named as Executors, said Executors having duly qualified and have been made parties to the aforesaid proceeding of Bannon versus Green, No. 2948 Equity, as hereinbefore set forth.

Your Petitioner therefore suggests the stating of two accounts as hereinbefore outlined in order that the aforesaid arrangement and agreement between the said Thomas M. Bannon during his life time and his counsel, the Honorable Robert Moss, and this Petitioner and his associates, David G. Mc Intosh, Jr., and Seth Hance Smithicum, may be carried out in strict accordance therewith.

And your Petitioner will ever pray,

James F. Thrift.

State of Maryland, Baltimore City, to wit:

I hereby Certify, that on this 14th day of October, in the year one thousand nine hundred and twenty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City (aforesaid), personally appeared James F. Thrift, the above named Petitioner, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true as therein stated. As Witness my hand and Notarial Seal.

Notary Seal

J. Tilden Kelbaugh,
Notary Public.

Ordered by the Circuit Court for Anne Arundel County in Equity, this 22nd day of October, 1921, upon the foregoing petition and affidavits, that the papers in the proceeding^s are hereby referred to the Auditor to make and state an audit as herein petitioned, subject to the usual exceptions and such further orders as may be passed herein.

Wm. Henry Forsythe, Jr.
Judge.

Petition & Order - Filed 22nd October, 1921.

To the Honorable, the Judge of said Court:-

The Petition of David G. Mcintosh, Jr. and James F. Thrift respectfully shows:

1. That the title to the property referred to in these proceedings as the mortgaged real estate of Thomas M. Cannon, has by mesne conveyances become vested in your Petitioners and Seth Hance Linthicum, as will more particularly appear by reference to a certified copy of a deed dated December 11, 1902, from Charles W. Green and Cecelia Green, his wife, to your Petitioners and the said Seth Hance Linthicum, (said deed being recorded among the Land Records of Anne Arundel County in Liber G. N. No. 52, folio 423D), filed herewith^{and} marked Petitioners' Exhibit "A".

2. That your Petitioners and the said Seth Hance Linthicum as the owners of the said real estate are entitled to the surplus over and above the mortgage indebtedness, taxes and other costs properly chargeable, which shall be distributable by the auditor.

Your Petitioners therefore pray that they and the said Seth Hance Linthicum may be made parties to this proceeding, so that distribution be made to them by virtue of their vested rights under said deed.

And Das in duty bound, etc.

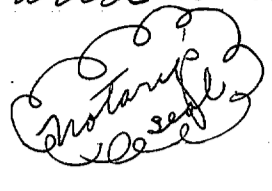
David G. Mcintosh Jr.
James F. Thrift,
Petitioners.

State of Maryland, Baltimore City, to wit:

I Hereby Certify, that on this 14th day of October, in the year one thousand nine hundred and twenty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared David G. Mcintosh, Jr. one of the Petitioners named in the foregoing Petition, and made oath in due form of law that the matters and facts set forth in said Petition are true as

therein stated.

As Witness my hand and Notarial Seal.



J. Silden Kelbaugh,
Notary Public.

Ordered by the Circuit Court for Anne Arundel County in Equity, this 22nd day of October, 1921, that David G. Mc. Intosh, Jr., James F. Thrift and Seth Hance Knithicum be and they are hereby made parties to this proceeding.
Wm. Henry Forsythe, Jr.

This deed made this Eleventh day of December, in the year one thousand nine hundred and ~~21~~, by and between Charles N. Green and Cecelia Green, his wife, as parties of the first part, and David G. Mc. Intosh, Junior, James F. Thrift and Seth Hance Knithicum as parties of the second part.

Witnesseth that in consideration of the premises and of the sum of one dollar in hand paid each of the parties of the first part the receipt of which is hereby acknowledged by each of said parties, the said Charles N. Green and Cecelia Green, his wife, do hereby grant and convey unto the said David G. Mc. Intosh, Junior, James F. Thrift, and Seth Hance Knithicum, their heirs, successors or assigns, in fee simple, the following tracts of land situated and lying in the Fourth Election District of Anne Arundel County, State of Maryland, being parts of Hummington Quarter, Harris' Beginning and Thomas and Elizabeth and described as follows:-

Beginning for the same at a large and ancient white oak tree on the west side of a draft of Ridgely's Great Branch, said draft being called Keyer's Branch, said white oak being the beginning boundary of the conveyance from Enoch Pratt and wife to David Hays and running thence and bounding on the lines of said conveyance south seventy-three and one-half degrees west ninety and three quarter perches, thence north thirty-four and three quarter degrees west twenty eight perches, north one degree west thirty four perches south eighty-nine degrees west twenty perches, south fifty one and one half degrees west thirty five perches north forty five and one quarter degrees east forty perches south eighty nine and three quarter degrees east twenty perches, north fifty six and three quarter degrees east seventeen perches, north eleven

and one-half degrees east seventy-three perches, north fifty-eight degrees west forty nine perches to the limits of the Washington Branch of the Baltimore and Ohio Railroad; thence south eighty-one and one half degrees east three and one third perches to a point in the public road leading from Annapolis Junction to the County road leading to Jessup, said point is intended to be the beginning of the boundary line in the deed of conveyance from John J. Snyder and Eliza H. Slickey, Trustees, to George William Brown and others, dated January 8th, 1881, and thence running and bounding on said road and the lines as contained in said deed, North fifty-eight and one-quarter degrees east twenty perches, north fifty-nine degrees east forty six perches north eighty three degrees east thirty three perches, north seventy six, and one half degrees East six and three quarter perches, south sixty six and three quarter degrees east eight and three quarter perches North eighty five and one quarter degrees east thirty perches north seventy nine degrees east twenty six perches, north seventy six degrees east six and three quarter perches, north seventy four and one quarter degrees east fourteen perches, north sixty degrees east fourteen perches; thence leaving the road and running south seventy-nine and one quarter degrees east eighty five and one half perches to a stone marked J. N. B. thence south three and one half degrees east ten and two thirds perches to a stone, thence south seventy two and three quarter degrees west twenty two perches to a stone, south forty four and one quarter degrees east four and one half perches, south fifty two and three quarter degrees west forty perches to a stone on the north bank of Geyer's Branch thence north fifty eight and one quarter degrees west sixteen perches to a stone, thence south seventy eight and three quarter degrees west thirty four and one half perches to a stone; thence south thirty nine and one quarter degrees east eleven and one half perches, thence south sixty one and three quarter degrees west seventy eight perches, thence south thirty four and three quarter degrees west seventy two perches to the place of beginning.

Containing and laid out for two hundred and twenty five and one fifth acres of land more or less. Being the same tract of land which was conveyed

to the said Charles N. Green by deed from Thomas M. Bannon dated the 16th day of July, 1901, and recorded among the Land Records of Anne Arundel County in Liber 4 N. No. 24 folio 116. For title see also deed from Elizabeth Slickey, Trustee, to Thomas M. Bannon dated February 21st, 1891, and recorded among the Land Records aforesaid in Liber S. H. No. 38, folio 413.

Together with the buildings and improvements thereupon erected, made or being and all and ever the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining

To Have and To Hold the above described tract or tracts of land and premises hereby intended to be conveyed, together with all the rights, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining unto and to the proper use and benefit of the said David G. McIntosh, Junior, James F. Thrift and Seth Hance Smithcum, their heirs, successors or assigns, in fee simple forever.

Subject, however, to a certain mortgage thereon dated the twenty first day of February, 1891 and recorded among the Land Records of Anne Arundel County aforesaid, in deed book S. H. No. 38 folio 415, and executed by one Thomas M. Bannon to secure to John N. Kaufman the sum of one thousand dollars and the interest to grow due thereon as evidenced by his notes of even date therewith so far as the same may constitute a lien thereon.

And the said Charles N. Green and Cecelia Green, his wife, do hereby covenant that they will warrant specially the property hereby granted and conveyed, except as against the mortgage aforesaid, and that they will execute such other and further assurances of the same as may be requisite.

Witness the hands and seals of the said grantors.

Test:

Josephine D. Collins.

Charles N. Green (seal)
Cecelia Green (seal)

State of Maryland, Baltimore City, to wit:

I hereby certify, that on this 11th day of December, in the year one thousand nine hundred and six, before me, the subscriber, a Notary Public, of the said State in and for the City aforesaid personally appeared Charles N. Green and Cecelia Green, his wife, and each acknowledged the foregoing deed to be his and

her respective act.

As witness my hand and Notarial Seal.

Notary Seal

Josephine L. Collins,
Notary Public.

Recorded 13th December, 1906.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that the foregoing is truly taken and copied from Liber G. N. No. 52 folio 423 one of the Land Record Books of Anne Arundel County.

In Testimony Whereof, I hereunto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of September, 1921.

Notary Seal

Wm. N. Woodward, Clerk.

Petition & Order for Counsel fee. Filed Oct. 27, 1921.

To the Honorable, the Judge of said Court:

The Petition of Robert Moss, respectfully shows:

-1- That heretofore, to wit, on or about the 5th day of October, 1908, the mortgage referred to in these proceedings became vested in James F. Thrift by virtue of an assignment from John N. Kaufman, and shortly thereafter the said James F. Thrift, as Assignee, proceeded to advertise said mortgaged property for sale under the terms of said mortgage, and thereupon, on or about the 5th day of December, 1908, Thomas M. Cannon employed your Petitioner as counsel and through him as attorney filed a petition restraining the said Assignee from proceeding with said sale and enforcing his rights under said mortgage. That said injunctive proceedings were subsequently carried to the Court of Appeals for final adjudication, thereby necessitating the continued employment of your Petitioner as counsel for the said Thomas M. Cannon. That said Assignee was represented in all of said proceedings by David G. McIntosh, Jr., as his attorney.

-2- That after the final decision by the Court of Appeals of the matters involved in the foregoing paragraph, it became apparent that all parties concerned would be better served and vastly benefited by a postponement of the sale under the mortgage in order to enable a sale of said property to be made to the State of Maryland as an addition to the lands of the House of Correction, and an

agreement to this end was effected between the parties to said cause and their respective counsel. In order to carry out this purpose and to enable the consummation of a sale of said land to the State of Maryland a vast amount of work and time, labor and attention became necessary by counsel representing the parties to said cause, it being necessary to have enacted the proper legislation to enable the State to acquire title and an appropriation of the funds with which to pay for the said premises when so acquired, all of which has been successfully accomplished by the joint efforts of counsel representing James F. Hunt, Assignee of said mortgage and counsel representing the interests of Thomas M. Bannon and his estate and in such efforts your Petitioner not only incurred certain personal expenses, but devoted a large amount of time in securing the successful termination of the sale as reported by the said Assignee on July 26, 1921, in these proceedings.

Wherefore your Petitioner prays that there shall be allowed to him a reasonable and proper fee for the unusual and extraordinary services rendered in connection with the sale of the property mentioned and described in these proceedings.

Robert Moss,
Petitioner.

We, the undersigned, members of the Anne Arundel County Bar, having read the foregoing Petition and being familiar with the services rendered, hereby certify, that in our opinion a fee of Three Hundred dollars is reasonable compensation for the services performed.

Nicholas H. Green,
Ridgely P. Melvin.

Upon the foregoing Petition and Certificate of Counsel it is this 27th day of October, 1921, by the Circuit Court for Anne Arundel County in Equity, Ordered that Robert Moss he and he is hereby allowed the sum of Three Hundred dollars for the services rendered by him in the within case, subject to the usual exceptions.

Wm. Henry Forsythe, Jr.
Judge.

Petition of Bruner R. Anderson - Filed 28th October, 1921.

To the Honorable Judge of said Court:

The Petition of Bruner R. Anderson respectfully shows to this Court:

That he is the holder of two mortgages on the land, the subject of these proceedings and sold in this case, the first being for Thirteen Hundred and Thirty Three dollars, with interest from the 7th day of June, 1918, and was given by Joseph G. Bannan and wife, said mortgage bearing date June 7th 1918, and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 139, folio 283 etc., and the second mortgage being executed by Frances J. Bannan and others, bearing date May 19th 1920 and recorded among the Land Records of Anne Arundel County in Liber D. N. N. No. 26, folio 250 etc., and is for Three Thousand dollars with interest from the 19th day of May, 1920, and covers this and other property, and is the land the subject of these proceedings, and should be paid from the proceeds of sale reported in this case.

Your Petitioner therefore prays your Honor to pass an order directing the Auditor in stating his account in this case, to allow the said claims of your petitioner, subject to the usual exceptions.

B. R. Anderson.

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 24th day of October, 1921, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Bruner R. Anderson, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein set forth.

Witness my hand and Notarial seal.

Cora A. du Laney

Notary Public.

Upon the foregoing Petition and affidavit, it is this 28th day of October, 1921, Ordered by the Circuit Court for Anne Arundel County, that the Auditor in stating his account in this case allow the claims of the petitioner, subject to the usual exceptions.

Wm. Henry Forsythe Jr.

Exceptions to Account B of Auditor on part of Frances T. Bannon and Philip M. Bannon, exceptants. Filed 15 Dec. 1921.
To the Honorable Judges of said Court:

The exceptions of Frances T. Bannon and Philip M. Bannon two of the parties plaintiff in a cause depending in said Court entitled Thomas M. Bannon, plaintiff, and Charles N. Green and others, defendants, and being No. 2948 Equity in said Court, and now consolidated with the above entitled cause, No. 3127 Equity, by order of your Honorable Court passed in said last named cause and filed therein on October 22nd 1921, to the ratification of Account B of the Auditor filed in said above entitled cause on November 17th 1921, and for cause of such exception respectfully show unto your Honorable Court.

1. That the said Thomas M. Bannon, late of Anne Arundel County, in the State of Maryland, deceased, was seized and possessed in fee simple of a certain parcel of land in said County which he granted and conveyed unto a certain John M. Kauffman by deed of mortgage dated February 21st 1891, and now of record among the Land Records of Anne Arundel County, in the State of Maryland, in Liber S. H. No. 38, folio 418 etc., and which said mortgage deed and mortgage debt were duly assigned to James F. Thrift as will fully and at large appear by reference had to the original mortgage deed and mortgage note now filed among these proceedings.

2. That the said Thomas M. Bannon, on the 20th day of March, 1891, sold and conveyed unto a certain James S. Anniger an undivided one-half interest in said land, subject to the aforesaid mortgage lien by deed of said date and recorded as aforesaid in Liber S. H. No. 38, folio 512 etc.

3. That in the year eighteen hundred and ninety-four the said Thomas M. Bannon bought said undivided one half interest in said land of the said James S. Anniger, and employed James P. Bannon, an attorney and brother of said Thomas M. Bannon, to draw and secure a deed conveying said land from the said James S. Anniger to the said Thomas M. Bannon, and gave the consideration for said purchase to the said James P. Bannon, who in violation of his duty and trust, fraudulently procured said deed to be executed and delivered so as to convey said interest unto the said James P. Bannon, and that subsequently the said Thomas M. Bannon and James P. Bannon executed a deed

conveying all of said land in severalty unto a certain Charles N. Green by deed dated July 16th, 1901, and recorded as aforesaid in Liber G. N., No. 24, folio 116 etc., upon the secret trust that said Charles N. Green was to hold said land for the use and benefit of the said Thomas M. Bannon exclusively and so as to facilitate and enable said land to be sold and conveyed in the absence of the said Thomas M. Bannon but for his own sole benefit, but notwithstanding such trust the said Charles N. Green and wife in breach and violation of said trust attempted to convey said land unto David E. Mc Intosh, Jr., James F. Thrift and Seth Hamr Smithum by a purporting deed dated December 11th, 1906, and recorded as aforesaid in Liber G. N., No. 52, folio 423 etc., for the nominal consideration of one dollar as in said deed recited, but in truth and in fact for the purpose of securing and indemnifying the said grantees against loss for or on account of certain debts of the said James P. Bannon, who procured said last named deed to be made; and that the said Thomas M. Bannon remained in ignorance of these conveyances and of the violation as aforesaid of the said trust until about April 1907; and, upon discovery of these facts, and failing otherwise to be restored to his full ownership in severalty of said land, he on June 17th, 1907, filed in your Honorable Court here his bill of complaint against the parties named for a restitution, by appropriate equitable methods of relief, of his rights and title in severalty in and to said land, as will all fully and at large appear by reference had to the proceedings had in said cause No. 2948 Equity.

4. That on November 16th, 1908, the said James F. Thrift, assignee of mortgagee as aforesaid, instituted mortgage foreclosure proceedings under said mortgage deed in said cause No. 3127 Equity on the Equity docket of your Honorable Court.

5. That, pending the proceedings in said No. 2948 Equity, and before a sale in the foreclosure proceedings in No. 3127 Equity, the said Thomas M. Bannon died testate, leaving a will duly executed to pass both real and personal property whereby he made Robert Moss and Frances I. Bannon, the executors, who assumed such duties and are parties plaintiff to said No. 2948 Equity; and whereby he devised all his real estate and personal property unto this exceptant, Frances I. Bannon, and his sister, Mary E. Bannon, and his brother Joseph G. Bannon, share and share alike, as

will fully appear by the petition filed in No. 2948 Equity on April 6th 1921.

6. That after the death of the said Thomas M. Barron as aforesaid his sister, Mary E. Barron, died intestate and unmarried and her undivided one-third interest under said will in the real and personal property of the said Thomas M. Barron, deceased, descended to and by law rested in the said Frances J. Barron and Philip M. Barron; these exceptants, and Joseph G. Barron and James P. Barron, her four brothers and sisters, who are her next of kin and only heirs at law, and who are all parties to said cause No. 2948 Equity.

7. That a sale of said land having been made in the above entitled cause and the sale ratified and confirmed by your Honorable Court on September 15th, 1921, and the purchase money paid, the said James F. Thrift, assignee as aforesaid, filed his petition in said cause on October 22nd, 1921, whereby he sets up an alleged agreement between the said Thomas M. Barron, on the one part, and David G. McIntosh, Jr., and James F. Thrift and Seth Hann Linticum as grantees under the deed aforesaid of the said Charles N. Green and wife, of the other part whereby the disputes between them as to the land aforesaid were agreed and compromised upon the terms that after the deduction of costs and expenses, and the mortgage debt, the residue should be equally divided one-half to said Thomas M. Barron and the other one-half to said David G. McIntosh, Jr., James F. Thrift and Seth Hann Linticum; and that your Honorable Court on said petition passed its order directing the distribution of said residue accordingly, "subject to the usual exceptions and such further orders as may be passed" in said cause.

8. That your exceptants further show and aver that the said Thomas M. Barron never made or authorized such agreement or compromise settlement in the manner and form as set forth in said petition of the said James F. Thrift, assignee as aforesaid, or in any other manner and form whatsoever, but aver that the whole of said residue of the said mortgage foreclosure sale as aforesaid passed and rested in the devisees and legatees as aforesaid under the last will and testament of Thomas M. Barron, deceased.

Therefore your said exceptants object and except to the allowance of said Account B of the Auditor as follows:

To David G. McDutosh, Jr., James F. Thrift and
Seth H. Linticum one-half,
To Frances M. Bannan and Joseph G.
Bannan, equally, one-half

\$ 2,607.03

2,607.03

And, as hereinbefore shown, the cause and grounds of such exceptions are that the entire residue of five thousand, two hundred and fourteen dollars and seven cents (\$5,214.07), as shown by said Account B, less the sum of one hundred and thirty-seven dollars and ninety cents (\$137.90) for costs taxed, should have been distributed and allowed to these exceptants and the other devisees as aforesaid under the will of said Thomas M. Bannan, and those claiming under, by or through such devisees and legatees as aforesaid, as their own absolute property and estate free, clear and discharged of any rights, claims or interest of the said David G. McDutosh, Jr., James F. Thrift and Seth H. Linticum, or any of them.

And your exceptants accordingly pray your Honorable Court to refuse to ratify and confirm said Account B of the Auditor, and to direct a re-statement of said Account B in accordance with the rights as hereinbefore stated of your said exceptants, and to grant such other and further relief as their case may require.

And as in duty bound, etc.

(Sgd) Jas. A. L. Bond,
F. Neal Parke,
Solicitors for Exceptants.

December 15th, 1921.

Auditor's Report and Account - "A" - Filed 17th Nov. 1921.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account Report on account (A).

July 26- 1921.	The Mortgaged Real Estate of Thomas M. Cannon in ac. with James F. Thrift, Assignee - To David G. M. Intosh Jr. James F. Thrift & Seth H. Smithson, one half To Frances M. Cannon & Joseph M. Cannon, equally, one half, Less costs in the Court of Appeals in No. 2948 Equity, \$97.90 Less premium on bond in same case, paid by Assignee \$40.00 The interest of Joseph & Frances M. Cannon payable to B. R. Anderson, mortgage, order of Court subject to exceptions To James F. Thrift, Assignee, for costs advanced as above in No. 2948 Equity	\$2607 03 \$2607 04 \$137 90 \$2469 14 \$137 90	July 26, 1921. Balance from Acct. (A.) Less Clerk's costs in Equity Case No. 2948, (consolidated), as per statement filed,	\$5273 27 59 20 \$5214 07 \$5214 07
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Account (B) - Filed Dec. 19th 1921.
 To the Honorable, the Judges of said Court:
 The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account which distributes money arising from the last foreclosure proceedings, and also the costs and expenses incurred in a former case, which was tried in the Circuit Court for Anne Arundel County and appealed to the Court of Appeals. The said case having been consolidated by order of Court. This account treats of the costs and expenses in both of those proceedings, and in order to properly bring the matter before the Court he has stated the account of the last mortgage sale, and called the account (A), and has carried the balance forward to account (B), which distributes the whole proceeds to the parties entitled thereto.

All of which is respectfully submitted,
 James M. Owens,
 Auditor.
 (Final Order).
 Ordered By The Court, this 19th day of December, 1921, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.
 Wm. Henry Forsythe Jr.

Cr.

The Mortgaged Real Estate of Thomas M. Bannan in ac. with James F. Thrift, Assignee July 26, 1921.					
To the Assignee for his commission			\$ 330 00	By proceeds of sale of real estate	\$ 10000 00
" " " Court costs, viz:					
" Solicitor	\$ 10 00				
" Clerk of Court	13 00				
" Premium on bond	15 00				
" Auditor	36 00		74 85		
To the Assignee for his expenses, viz:					
" advertising sale, &c.	\$ 37 00				
" auctioneer	32 00				
" advertisement order nisi, this act	5 00		74 00		
To the Assignee for State & County taxes as per statement filed			\$ 1872 05		
" H. G. M. Dintosh, Jr. fee order of Court, subject to exceptions			\$ 300 00		
" Robert Moes, fee order of Court, subject to exceptions			\$ 300 00		
" James F. Thrift, Assignee, for principal and accrued interest on mtg.			1775 83		
Total			4726 73		
Balance for distribution			5273 00		
			\$ 10000 00		\$ 10000 00

Order nisi.

Ordered, this 17th day of November, 1921, That the Report & Account "A" and "B" of the Auditor, filed this day in the above entitled cause, Be Ratified and confirmed, unless cause to the contrary be shown on or before the 17th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of December next.

Wm. N. Woodward,

Publisher's Certificate - Annapolis, Md. December 5th, 1921.

We hereby certify, That the annexed advertisement Order nisi in the matter of the Mortgaged Real Estate of Thomas M. Bannan in the Circuit Court for Anne Arundel County, No. 3127 Equity was published in the "Evening Capital and The Maryland Gazette", a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of December, 1921, the first insertion appearing on the 18th day of November, 1921. - The Capital Publishing Company,

By Burling C. Fooks, Business Manager.

(Final Order, opposite page).

Ida J. Painter and
 John D. A. Jones
 vs.
 George W. Barker, Althea
 Barker, his wife and
 Margaret A. Barker.

No. 818 Equity.
 In the Circuit Court for
 Anne Arundel County.

Petition - Filed 11th February, 1881.
 To the Hon. Oliver Miller, William N. Hayden and Edward
 Hammond, Judges: -

The petition of Ida J. Painter and John D. A. Jones, re-
 spectfully shows that a certain George W. Barker and
 wife, Althea and Margaret A. Barker, spinster, made and
 executed a conveyance by way of mortgage upon cer-
 tain real estate lying in Anne Arundel County, to your
 petitioners, as will appear by said mortgage herewith
 filed with this petition marked Exhibit "D. J. P." Your pe-
 titioners further represent that by the covenants in said
 mortgage to pay interest and taxes as therein provided,
 which said mortgagors have not kept and performed
 as to either interest or taxes.

The said mortgage debt has become due and col-
 lectable by a sale of said mortgaged property for the
 payment of said interest, now overdue taxes and
 mortgage debt. Hence this proceeding

John D. A. Jones,
 Solicitor for Petitioners & Attorney

Exhibit "D. J. P." -

This mortgage, made this First day of July, in the year
 one thousand eight hundred and eighty, by George
 W. Barker and Althea Barker, his wife and Margaret A.
 Barker, sister of said George, of Anne Arundel County,
 in the State of Maryland,

Whereas the said George W. Barker and Margaret A.
 Barker, his sister, are indebted unto Ida J. Painter in the
 sum of three hundred and eighteen dollars, and unto
 John D. A. Jones in the sum of twenty dollars, for which
 sums of money they have signed and passed their
 promissory notes, dated July first, 1879, payable to
 said Painter and Jones respectively as follows, one prin-
 cipal note, dated July 1st, 1879, payable in two years
 for the sum of three hundred and eighteen dollars
 with interest payable semiannually; and drawn to the
 order of said Ida J. Painter, and the other promissory

note drawn payable to the order of Geo. D. A. Jones, of the ^{same} date and payable two years from date for twenty dollars, with interest payable semiannually.

Now this Mortgage witnesseth, that, in consideration of the premises, and of the sum of One dollar, the said George N. Barker and Eletha, his wife, and Margaret A. Barker, do grant unto said Ida J. Painter and Geo. D. A. Jones, their heirs and assigns, in fee simple,

All that parcel of land situate in the Fifth Election district of Anne Arundel County, a part of "The Addition to Timber Ridge" described as follows, Beginning at the end of fifty three and one half perches on the second line of the whole parcel of land described in a deed from Thales A. Linthicum, Trustee, to Mrs. Mary Benson, June 8th 1866, thence on said line North seven degrees fifteen minutes _____, one hundred and two and a half perches; thence North eighty eight degrees East, eighty and one half perches to the first line of the land that used to belong to Francis Lawrence and now belongs to Mrs. Louisa M. Pherson and Ella Wesley, heirs at law of Dennis Wesley, deceased; and thence bounding on said line South seven degrees fifteen minutes East, one hundred and one and three quarters perches; thence leaving said line and running South eighty eight degrees West, eighty perches to the place of beginning, containing fifty one acres, more or less, reserving therefrom a field or parcel of said fifty one acres of about six acres, agreed to be sold by Henry Barker, during his life to a certain David Newshaw, and which has been fully paid for by said Newshaw, and for which no deed has been made and executed and delivered to said Newshaw, or his heirs or assigns. And the parcel of land sold and conveyed by Mary Benson to Joseph B. Phelps and by him to Henry Barker, who did seize and possessed thereof intestate, and which descended to his children as his heirs at law, of whom the said George N. and Margaret A. Barker, his sister, are the only survivors, and fully entitled thereto.

Joseph B. Phelps and wife to Henry Barker, see G.E.G. No. 1, folio 569 &c. Land records of Anne Arundel County.

To Have and To Hold the said parcel of land to said Ida J. Painter and Geo. D. A. Jones, their heirs and assigns in fee simple.

Together with the buildings and improvements there

upon, and the rights, roads, ways, waters, privileges, appurtenances and advantages, thereto belonging, or in any wise appertaining.

Provided, that if the said George W. Barker and _____ Barker, his sister, his, her or their heirs, executors, administrators or assigns, shall well and truly pay or cause to be paid the above mentioned promissory notes according to their respective tenors and as they may become due, and the interest thereon semiannually, and shall perform all the covenants herein on his, her, and their part to be performed, then this Mortgage shall be void.

And it is agreed, that, until default be made in the premises, the said George W. Barker and _____ Barker, their heirs & assigns shall possess the aforesaid property, upon paying, in the meantime, all taxes and assessments of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property, and on the mortgage debt and interest hereby intended to be secured: which taxes, and assessments, mortgage debt and interest, they said George W. Barker and Margaret A. Barker, for themselves, their heirs, executors, administrators, and assigns, do hereby covenant to pay when legally demandable. But in case default be made in the payment of the mortgage debt aforesaid, when and as payable, or the interest thereon, which shall accrue, or any part of either one of them, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt, intended to be hereby secured, shall be deemed due and demandable, and these presents are hereby declared to be made in Trust and it shall be lawful for the said Ida J. Paniter and John D. A. Jones, their executors, administrators and assigns or John D. A. Jones, her, his and their hereby duly constituted Attorney or Agent, is hereby authorized and empowered, at any time, after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said mortgage debt, interest and cost, and to grant and convey the said property to the purchaser or purchasers thereof his, her or their heirs or assigns; and which sale shall be made in manner following, viz: upon giving, at least, twenty days notice of the time, place, manner and terms of sale, in

some newspaper published once a week for three consecutive weeks in Annapolis City and also one published in Baltimore City, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply first, to the payment of all expenses incident to such sale, including a commission, to the party making sale of said property, equal to the commission allowed Trustees, for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the said mortgaged, her and his personal representatives and assigns under this mortgage, whether the same shall have then matured or not, and the surplus (if any there be) shall be paid to the said mortgagor his personal representatives or assigns, or to whosoever may be entitled to the same.

And the said George W. Barker and Margaret Barber, for themselves & their executors, administrators and assigns, do - further covenant to insure, and pending the existence of this mortgage, to keep insured, the improvements on the hereby mortgaged land, to amount of at least Five Hundred Dollars, and to cause the policy to be effected thereon to be so framed or indorsed as, in case of fire, to insure to the benefit of the said Mrs. Ida J. Painter and Geo. D. A. Jones, to the extent of her, his and their lien or claim hereunder.

Witness our hands and seals.

Test:
Wm. Hawkins.

Geo. W. Barker (seal)
Margaret A. Barker (seal)
Althea J. Barker (seal)

State of Maryland, Anne Arundel County, to wit:
I Herby Certify, That on this First day of July in the year one thousand eight hundred and eighty, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George W. Barker, Althea Barker, his wife and Margaret A. Barker, spinster, and each acknowledged the foregoing Mortgage to be their act; and now, at the same time, before me personally appeared also, John D. A. Jones, one of the within named mortgagees and made oath in due form of law, that the

consideration set forth in the foregoing mortgage is true and bona fide, as therein set forth.
Wm. Hawkins, J. P.

Mortgage note of Ida J. Painter endorsed to N. H. Lawson and his receipt of the same in full.
\$318.00 Balto. July 1st. - 1879.

Two years after date I promised to pay to the Order of Ida J. Painter, three hundred & eighteen dollars. Value Received, with interest semiannually.

Geo. N. Barker
M. A. Barker.

Balance Int. due Jan. 1st 1881. \$4.00
Int. from 1st Jan 1881- 5.40
\$9.40

Attorney's Bond. Filed 4th March, 1881.

Know all men by these presents that we, John D. A. Jones, of Baltimore City and State of Maryland, Esq. Henry Shipley, of Anne Arundel County, Maryland, and are held,
and firmly bound unto the State of Maryland, in the full and just sum of one thousand dollars, to be paid to the said State, or its certain Attorney, to which payment well and truly to be made we bind ourselves and each of us, our land each of our heirs, executors and administrators, severally and jointly, firmly by these presents, sealed with our seals, and dated this tenth day of February in the year of our Lord one thousand eight hundred and eighty one.

Whereas the above bounden John D. A. Jones, is the Attorney named in a certain mortgage duly executed by George N. Barker and Alethea Barker, his wife, and Margaret A. Barker, spinster, to a certain Ida J. Painter, widow, and to John D. A. Jones, dated July 1st 1880, to secure the payment of certain promissory notes therein fully described, the interest on which is now overdue and unpaid, and for other purposes therein named, and whereas the said Attorney is about to sell the property mentioned in said mortgage, by cause of default by the said mortgagor,

Now the condition of the above obligation is such, that if the above bounden John D. A. Jones, do and shall well and faithfully the trust reposed in him by said power of Attorney, or that may be reposed in

him by any order or decree, which shall be made by any Court of Equity in relation to the sale of such mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of
A. J. Williams

John D. A. Jones (seal)
E. Henry Shipley (seal)

I hereby certify that I believe the security on the above bond is sufficient for the penalty of the same.

John F. Williams,
Sol. for complts.

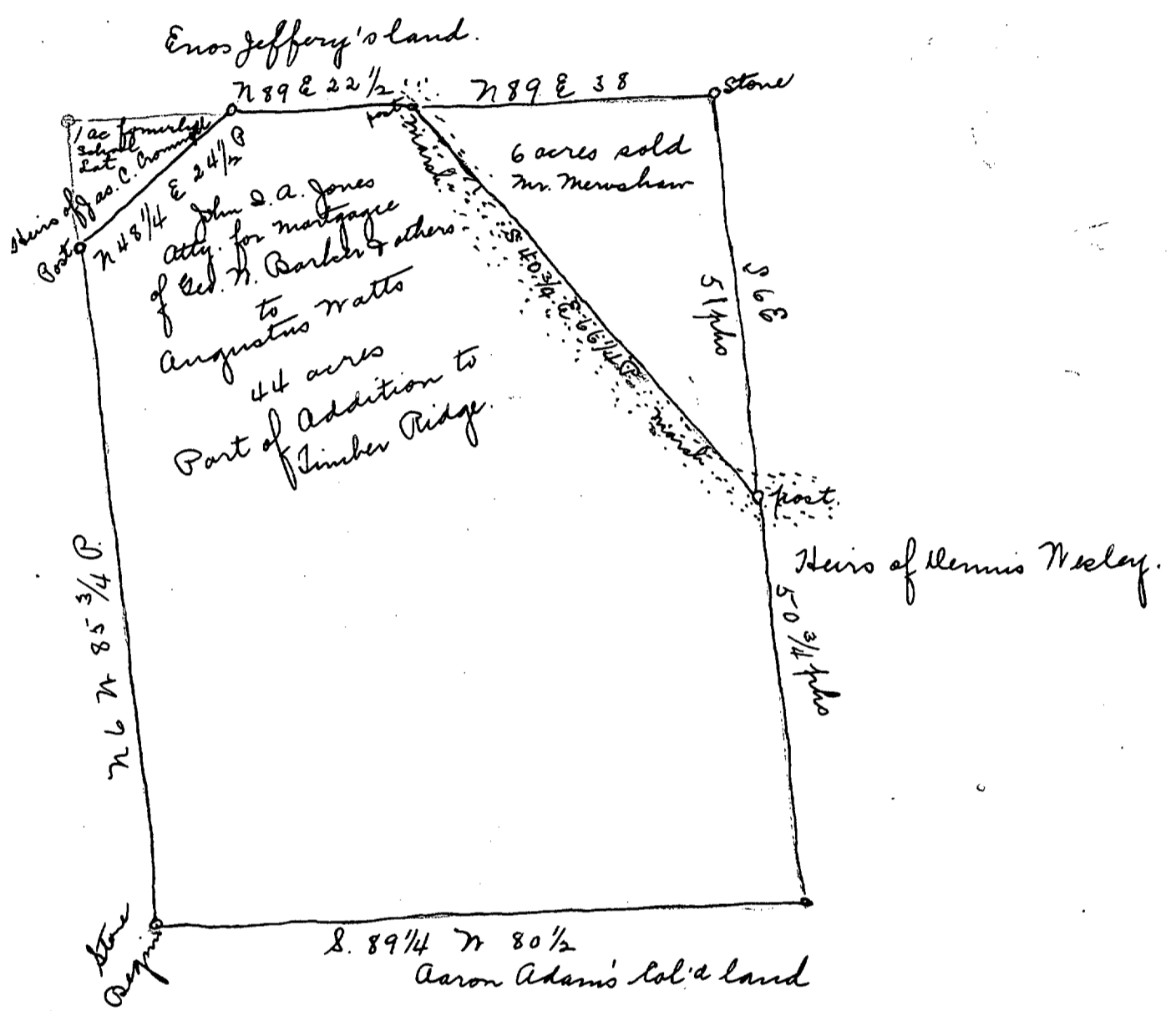
Description & Plat of the land purchased by Augustus Watts from Jno. D. A. Jones, Atty. - Filed 11th March, 1881.
Anne Arundel County, to wit:

I hereby certify, that I have carefully surveyed all that part of a tract of land called The Addition to Amber Ridge situated & lying in Anne Arundel County being partly in the fourth and partly in the Fifth Election District, sold by John D. A. Jones, Esq. Attorney for the mortgages of George W. Barker & wife's sister, said mortgage bearing date in the year 1879.

Beginning at a stone planted at the beginning of the deed from Joseph B. Phelps to Henry J. Barker bearing date on or about the 8th day of June in the year 1866 thence running and bounding on said deed as corrected for variation, north $89\frac{1}{4}$ degrees West $85\frac{3}{4}$ perches to the beginning of the conveyance from the trustees of Primary School No. 21, to James B. Cromwell dated March 10th 1869 thence running and bounding on the last line of said deed reversely North $48\frac{1}{4}$ degrees East $24\frac{1}{2}$ fms. to a stone planted in the second line of the aforesaid conveyance from Phelps to Barker thence running northward bounding on said line North $89\frac{1}{4}$ degrees East $22\frac{1}{2}$ fms. to a post now planted in the marsh thence running to exclude six acres of said land which was sold by Henry J. Barker to Mewshaw during the lifetime of said Henry J. Barker. South $49\frac{3}{4}$ degrees East $66\frac{1}{4}$ fms. to a post now planted in a marsh and in the third line of the said conveyance from Phelps to Barker, thence running with and bounding on said line South six

degrees East 50 3/4 perches to a stone thence on the last line of said conveyance South 89 1/4 degrees West 80 1/2 perches to the place of beginning containing forty-four (44) acres of land, more or less.
 Surveyed March 28th, 1881.

A. R. Harman, Surveyor.



Surveyed Mar. 28 - 1881.

Scale 20 pbs. to an inch.

Report of Sales of Mortgaged Property - Filed 11th March, 1881.
 To the Honorable judges of said Court:
 The report of Jno. D. A. Jones, Attorney named in the mortgage of said George W. Barker and wife and Miss Margaret A. Barker to Ida J. Painter and John D. A. Jones to make sale of the mortgage premises in the event of any default in the conditions of said mortgage, shows that default was made in the conditions of said mortgage by not paying the taxes assessed upon the land mentioned and described in said mortgage, the same being in arrears for years 1878, 1879 & 1880, and partly for the year 1877, and also in default

as to the interest due on said mortgage debt: That after giving bond with security for the faithful discharge of the trust reposed in him by the power to sell said premises contained in said mortgage and notice of the time, place and manner and terms of sale by advertisements in the Maryland Republican, a newspaper published in the City of Annapolis, for more than three successive weeks before the day of sale and also by advertisement in the Baltimore Daily Herald, a newspaper published in the City of Baltimore Daily, he did pursuant to said notices attend on the premises described in said mortgage, on the fifth day of March, 1881, at the hour of three o'clock P. M. and there and there in the presence of a number of persons proceeded to sell said real estate, containing about forty five acres, and sold the same at eleven dollars per acre, cash, to Augustus Watts Esq. he being then and there the highest bidder therefor; that said purchaser has paid me no part of the purchase money, but is ready upon the ratification of said sale, to pay the whole of said purchase money. All of which is respectfully submitted.

John D. A. Jones, Attorney
named in said mortgage and also
one of the mortgagees.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 11th day of March, 1881, before the subscriber, a Justice of the Peace of the State of Maryland in and for said City of Baltimore, personally appeared John D. A. Jones, Attorney &c. and made oath that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Robert H. Welch, J. P.

Order nisi -

Ordered, That the sale of the mortgaged real estate of George W. Barker and Margaret A. Barker, made and reported by John D. A. Jones, the attorney named in said mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th day of April next; provided a copy of this Order be published once a week in each of three successive weeks before the 8th day of April next. The report states the amount of sales to be \$495.00.

True copy - Test:

Springg Harwood, Clerk.

Springg Harwood, Clerk.

Maryland Republican, Annapolis, April 12th, 1881.

Publisher's Certificate.

We hereby certify that the annexed Order nisi in the case of Painter et al. vs. Barker et al. _____ was published in the "Maryland Republican", a weekly newspaper printed in the City of Annapolis once in each of three successive weeks before the 8th day of April, 1881, the first insertion being made on March 19th, 1881.

L. F. Colton & Co.

per - S. R. Brewer.

Final Order.

Ordered this 14th day of April, 1881, that the sales within and above reported and the same are hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the preceding Order nisi. The Attorney named in said mortgage is allowed for commissions according to the Chancery rule and for expenses not personal.

Oliver Miller.

G. Wilbur Shipley
and
Marie L. Shipley, his wife,
vs.
Laura Benson, Summerfield
Benson, her husband
and
Laura Benson, Committee of
Emma May Shipley, a lunatic.

No. 4607 Equity.
In the Circuit Court for
Anne Arundel County.

Bill of Complaint - Filed 5th Dec. 1921.

To the Honorable, the Judge of said Court:

The Bill of Complaint of G. Wilbur Shipley and Marie L. Shipley, his wife, respectfully represents unto this Honorable Court:

First: That George E. Shipley, late of Anne Arundel County, died on or about January thirteenth, nineteen hundred and thirteen, leaving two small farms in fee simple in Anne Arundel County, the reversionary interest in a lease of fifteen dollars at Severn, in Anne Arundel County, and two market stalls in Hallins Market, in Baltimore City, as will more fully appear in the evidence to be filed at the time of the taking of the testimony in this cause.

Second: That the said George E. Shipley left a Last Will and Testament duly admitted to probate in the Orphans Court of Anne Arundel County, a certified copy whereof is filed herewith marked Plaintiff's Exhibit A, wherein he provided, after the payment of his funeral charges and debts that his wife, Mary Jane Shipley, now deceased, should have all of his property during her natural life and at her death he gave to his youngest daughter, Emma May Shipley, Two Thousand dollars, and then directed that all the rest, residue and remainder of his property should be divided among the three children, Laura Benson, George W. Shipley and Emma May Shipley.

Third: That Mary Jane Shipley, the wife of George E. Shipley, and mother of G. Wilbur Shipley and Emma May Shipley, and Laura Benson, died on October tenth, nineteen hundred and twenty one.

Fourth: That the said Mary Jane Shipley having died as aforesaid, it is right and proper that the said estate of the said George E. Shipley should be

divided among the parties in interest, the remaindermen who are parties, either plaintiff or defendant, to these proceedings.

Fifth: That the Plaintiff, C. Wilbur Shipley, intermarried with Marie L. Shipley, and that Laura Shipley, known in these proceedings as Laura Benson, intermarried with Summerfield Benson, and that the said Emma May Shipley is unmarried and is a lunatic, and that the said Laura Benson was by this Honorable Court appointed the committee of the said Emma May Shipley by an order passed on the sixth day of June, nineteen hundred and twenty one, and that she has qualified and given bond.

Sixth: That the said property is not susceptible of an advantageous partition in kind, among the parties in interest and cannot be divided among them without loss and injury and a sale thereof is necessary and for the best interest and advantage of all parties interested in order that the proceeds thereof may be divided among them in proportion to their respective interests, but inasmuch as one of the parties is non compos mentis, no sale thereof can be had without the aid and intervention of this Court.

To the end therefore:

That the said defendants Laura Benson and Summerfield Benson, her husband, and Emma May Shipley, lunatic, and Laura Benson, Committee of Emma May Shipley, lunatic, may answer the premises and that a decree may be passed by this Court for a sale of the said property, and that your orators may have such other and further relief in the premises which the nature of their case and equity may require.

May it please your Honors to grant unto your orators the writ of Subpoena directed to the said Laura Benson, Summerfield Benson, her husband, Emma May Shipley and Laura Benson Committee of Emma May Shipley, a lunatic all adults, residing in Anne Arundel County, Maryland commanding them to appear in this Court at some certain day to be named therein to answer, the premises and abide by and perform such decree as may be passed therein.

And as in duty etc.

Nicholas H. Green,
J. Frank Batty, Jr.
Solicitors for Plaintiffs.

Plaintiffs Exhibit No. 1 with Bill - Filed 5th Dec. 1921.

Last Will and Testament of George E. Shipley.

In the Name of God Amen -

I, George E. Shipley of Anne Arundel County, do make and publish this as and for my last Will and testament that is to say -

After my funeral charges and just debts (if there be any) are paid, I give devise and bequeath to my beloved wife Mary Jane Shipley - during her natural life only all the property which I may die possessed, real personal and mixed without impeachment for waste.

At the death of my said Wife I give devise and bequeath to my youngest daughter Emma May Shipley two thousand dollars out of my estate.

I give devise and bequeath at the death of my said wife all the rest residue and remainder of my property to my three children, namely Laura Jane Benson wife of S. P. H. Benson, George William Shipley and the said Emma May Shipley share and share alike or equally - thus making the amount given to my said daughter Emma May at my said Wife's death two thousand dollars more than to each of my other two children.

I do this in consideration of the fact that I have heretofore expended on and given more to the said George William and Laura Jane than I have to Emma May besides which she has poor health and may need more.

Lastly, I hereby constitute and appoint my beloved Wife, Mary Jane Shipley sole Executrix of this my last Will and testament and that she serve without bond.

Witness my hand and Seal this 17th day of December in the year Eighteen hundred and Ninety-one.

George E. Shipley (seal).

Signed, Sealed and delivered

by the said testator to be his last Will and testament in our presence, who at his request, in his presence and in the presence of each other have subscribed our names as witnesses hereto

William H. Vansant
John M. Kellbough
Henry A. Kellbough.

Anne Arundel County, Es:

On the 28th day of January, 1913, came Mary Jane

Shipley and made oath in due form of law, that she does not know of any Will or Codicil of George E. Shipley late of said County, deceased, other than the above instrument of writing, and that she received the same from Henry A. Kellbaugh, who found the same among the private papers of the deceased, and the said Kellbaugh delivered the same to Mary Jane Shipley who delivered the same to the Reg. of Wills the above date for probate and that the deceased departed this life on or about the 11th day of January, 1913.
 Shown to in open Court. Test: Oden B. Suckett,
 Register of Wills for Anne Arundel Co.

Anne Arundel County, Es:

On the 28th day of January, 1913 came Henry A. Kellbaugh one of the subscribing witnesses to the aforesaid last Will and Testament of George E. Shipley late of said County, deceased, and made oath in due form of law, that he did see the Testator sign and seal this Will; that he heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with Wm. H. Vansant and John N. Kellbaugh the other subscribing witnesses (now dead) subscribed his name as witness to this Will in his presence, at his request and in the presence of each other.
 Shown to in open Court. Test: Oden B. Suckett,
 Register of Wills for Anne Arundel Co.

Anne Arundel County, to Wit:

The Last Will and Testament of George E. Shipley, deceased, being offered in this Honorable Court for probate and Wm. H. Vansant and John N. Kellbaugh two of the subscribing witnesses to said Will being dead, and as provided in Article 93 Section 346. Public General laws of Maryland, governing such cases, personally appeared Summerfield P. H. Benson on this 28th day of January 1913, and made oath in due form of law that he is familiar with the handwriting of the Testator George E. Shipley, having seen his handwriting often, and that he verily believes that the signature of the said George E. Shipley as testator as it appears on the last Will and testament of the said George E.

Shipley deceased now being offered in this Court for probate, is the true and genuine signature of the said George E. Shipley.
Sworn to before,

Alden B. Shuckett,
Register of Wills for Anne Arundel Co.

In the Orphans' Court of Anne Arundel County.

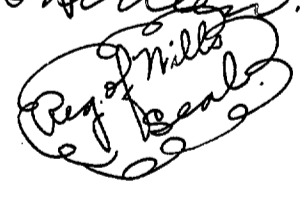
The Court after having carefully examined the above last Will and Testament of George E. Shipley, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 28th day of January 1913, that the same be admitted in this Court as the true and genuine last Will and Testament of the said George E. Shipley, deceased.

Henry A. Sydney, C.J.
James Cudack, A.J.
Frank A. Munroe, A.J.

State of Maryland, Anne Arundel County.

I, Benjamin R. Davidson, Register of Wills, and by law Keeper of the Seal, and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the foregoing is a true and full copy of the last Will and Testament of George E. Shipley late of said County, deceased, together with the proofs and probate thereof taken from Liber A. B. B. No. 1, Folio 43, one of the Will record books kept in the office of Register of Wills for Anne Arundel Co.

In testimony whereof, I hereunto subscribe my name and affix the seal of said Court this 31st day of January in the year of our Lord, nineteen hundred and thirteen.



Alden B. Shuckett,
Register of Wills for A. A. Co.

Answer of Laura Benson & Summerfield Benson - Filed 5th Dec 1921.

The Answer of Laura Benson and Summerfield Benson, her husband, to the Bill of Complaint in said cause against them filed says:

That they admit the matters and facts set forth in the Bill of Complaint and consent to the passage of such decree as is right and proper in the premises.

Richard E. Preece,
Attorney for defendants.

Answer of Laura Benson, Committee - Filed 5th Dec. 1921.

The Answer of Laura Benson, Committee of Emma May Shipley, to the Bill of Complaint in said cause filed says:

That she admits the matters and facts contained in the Bill of Complaint and consents to the passage of such decree as is right and proper in the premises

A. E. Preece,
Attorney for Defendants.

Replication - Filed 8th December, 1921

The plaintiffs join issue on the matters and facts alleged in the answers of the defendants filed in the above cause in so far as they may be taken to deny or avoid the allegations of the bill of complaint.

Nicholas H. Green,
Solicitor for Plaintiffs.

Petition and order to take Testimony. Filed 8th Dec. 1921.

To the Honorable the Judges of the Circuit Court for Anne Arundel County -

The plaintiffs respectfully present unto your Honor that the proceedings in the above cause have progressed to a state where testimony should be taken, and they pray leave of the Court to take such testimony before one of the standing examiners of the Court. And as in duty etc.,

Nicholas H. Green,
Solicitor for Plaintiffs.

Ordered this 8th day of December in the year 1921 by the Circuit Court for Anne Arundel County that leave be and is hereby granted to the parties to the above cause to take testimony before one of the standing examiners of this Court.

Robert Moss, A. J.

Testimony - Filed 20th Dec. 1921.

George Pullman - Examiner.

Nicholas H. Green, Attorney for Plaintiffs.

Pursuant to an order of Court dated the eighth day of December, 1921, and passed in the above case, the following testimony was taken at the office of Nicholas H. Green on the ninth day of December, 1921.

Witness George Wilbur Shipley, produced on behalf of the plaintiff being duly sworn testified as follows:

1. Q. State your name, age, residence and occupation?

A. George Wilbur Shipley, Laneys town, Carroll County, 53 years old and Pastor Presbyterian Church.

2. Q. Do you know the parties to this suit?

A. Yes, I know them all, I am the plaintiff together with my wife Marie L. Shipley and the defendant Laura Benson is my sister whose husband is Summerfield H. Benson, and the defendant Emma May Shipley is my sister.

3. Q. Did you know the late George E. Shipley, if so is he living or dead, if dead when did he die?

A. Yes I knew him, he was my father, he has been dead nine years this coming January, he died on the 11th day of January 1913.

4. Q. Did he leave a last will or testament, if so how did he divide his property?

A. He left a last will and testament, Plaintiffs Exhibit No. 1 filed with the bill is a copy, by which he devised everything to his wife Mary Jane Shipley during her natural life, after his wife's death he bequeathed \$2000 to my sister Emma May Shipley and all the rest and residue of his property at the death of his wife to be divided among his three children Laura Jane Benson, defendant, Emma May Shipley, defendant, and George Wilbur Shipley, plaintiff.

5. Q. Is the widow of George E. Shipley, Mary Jane Shipley dead, if so when did she die?

A. She is dead she died on the tenth of October, 1920.

6. Q. Please state what property the late George E. Shipley died seized of its nature and its location?

A. A farm on which he lived containing 65 acres, more or less, in the Fourth Election district of Anne Arundel County near Harman's Station, which was deeded to him by his father Parkin Shipley about 1866 or 1867. It has the home dwelling, tenant houses, barn, corn crib and the usual farm buildings. In my judgment practically one fourth of the land is in marsh lands. A tract of land located at Seseem Station, containing $32\frac{1}{4}$ acres of land which was conveyed to my father by Thomas R. Goodwin by deed dated on the 23rd day of December in the year 1878 and recorded among

the Land Records of Anne Arundel County in Liber S. H. No. 13 folio 430. Original deed is filed herewith as an exhibit. The improvements on this property consist of 8 small tenant houses at the Station and one back on the tract that went with the tract. A ground rent of \$15 annually on one acre of land at Severn Station which was carved out of the original tract of 32 acres.

This lease was originally given to Thomas R. Goodwin and is now held by Mr. A. Ray. In addition to this property in Anne Arundel County he owned one stall in Hollins Market in Baltimore City on the corner of Hollins and Carrollton Avenue, a street stall.

7. Q. What is the status of the defendant Emma May Shipley?

A. She has been adjudged by the Court in proceedings as a non compos mentis and the defendant Laura Benson was duly appointed Committee of her person and estate in No. _____ Equity in the Circuit Court for Anne Arundel County, she is 47 years of age.

8. Q. In your opinion is the property mentioned in these proceedings, and described by you susceptible of an advantageous partition among the parties interested in kind and can it be divided among them without loss or injury, or in your opinion is a sale thereof necessary and for the best interest and advantage of all the parties interested in order that the proceeds may be divided among them in proportion to their interest therein and give your reason for your answer?

A. In my judgment it is not susceptible of an advantageous partition among the parties interested in kind and a sale thereof is necessary for a division of the proceeds among those entitled. The location of the property, the fact that the two tracts do not adjoin and the improvements on them and their nature and kind of improvement make it in my judgment a great problem for a fair division and I don't believe such a division could be made without loss or injury.

9. Q. What in your opinion is a fair value of the different property you have described?

A. I consider the price of \$4800 good value for the home place of 64 acres. I consider \$7000 a good value for the 32 1/2 acres at Severn Station with the improvements on same. The ground rent now held

by Mr. Ray I consider worth \$300. And the stall in the market in Baltimore City is worth about \$650.

10. Q. Have you attempted to make a sale of the several pieces of property and if so at what value?

A. Yes, we have negotiated a sale for the home place at \$4800, for the property at Severn Station for \$7,150, and the land for the acre of ground \$300, and for the market stall \$650.

11. Q. In your opinion are these prices advantageous and would it be to the best interest of all the parties and especially to the non compass mentis, Emma May Shipley that these sales be confirmed by the Court at these prices negotiated by you?

A. Yes in my judgment the prices are a good value for the several pieces of property and it would be better for everybody and especially my sister Emma May Shipley that these sales be confirmed by the Court.

In the general question under the rule the witness answers: No.

Signature waived.

Witness Mrs. Laura J. Benson, produced on behalf of the plaintiff being duly sworn testified as follows:

1. Q. State your name and residence?

A. Laura J. Benson, wife of Summerfield H. Benson, Linthicum Heights, A. D. Co., Md.

2. Q. Do you know the parties to this suit?

A. Yes, I know them all, I am the defendant together with my sister Emma May Shipley and myself as her committee.

3. Q. Did you know the late George E. Shipley, if so is he living or dead, if dead when did he die?

A. Yes I knew him he was my father he has been dead nine years, he died on the 10th day of January, 1913.

4. Q. Did he leave a last will or testament, if so how did he divide his property?

A. He left a last will and testament by which he devised everything to his wife Mary Jane Shipley during her natural life, after his wife's death he bequeathed \$2000 to my sister Emma May Shipley and all the rest and residue of his property at the death of his wife to be divided among his three children Laura Jane Benson, defendant, Emma May Shipley, defendant and George Wilbur Shipley, plaintiff.

5. Q. Is the widow of George E. Shipley Mary Jane Shipley dead, if so when did she die?

A. She is dead, she died on the tenth of October, 1920.

6. Q. Please state what property the late George E. Shipley died seized of, its nature and its location?

A. A farm on which he lived containing 65 acres, more or less, in the Fourth Election District of Anne Arundel County near Harman's Station, which was deeded to him by his fatherarkin Shipley about 1866. It has the home dwelling, and the usual farm buildings. About one fourth of the land is in marsh land. A tract of land located at Severn Station, containing $32\frac{1}{4}$ acres of land which was conveyed to my father by Thomas P. Goodwin by deed dated on the 23rd day of December in the year 1878 and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 13 folio 430. The improvements on this property consist of 8 small tenant houses at the Station and one back on the tract that always went with the tract. A ground rent of \$15 annually on one acre of land at Severn Station which was carved out of the original tract of 32 acres. This lease was originally given to Thomas P. Goodwin and is now held by Mrs. A. Ray.

In addition to this property in Anne Arundel County he owned a stall in Hallin's Market in the City of Baltimore on the corner of Hallin and Carrollton Avenue.

7. Q. What is the status of the defendant Emma May Shipley?

A. She has been adjudged by the Court in proceedings as a non compos mentis and I was duly appointed Committee of her person and estate in No. _____ Equity in the Circuit Court for Anne Arundel County, she is 47 years old.

8. Q. In your opinion is the property mentioned in these proceedings and described by you susceptible of an advantageous partition among the parties interested in kind and can it be divided among them without loss or injury, or in your opinion is a sale thereof necessary and for the best interest and advantage of all the parties interested in order that the proceeds may be divided among them in proportion to their interest therein and give your reason for your answer.

A. In my judgment the property cannot be divided with advantage among the parties interested and it is necessary to have a sale for division. The way the property is located in relation to the several

pieces and the kind of improvements and the way they are situated on the property make it almost a physical impossibility to divide it without loss or injury.

9. Q. What in your opinion is a fair value of the different property you have described?

A. I think \$4800 is a good value for the home place and \$7000 a good value for the property at Severn Station with improvements on it. The ground rent is worth about \$300 and the market stall about \$650.

10. Q. Have you attempted to make a sale of the several pieces of property and if so at what value?

A. Yes we have negotiated a sale for the home place at \$4800, for the property at Severn Station for \$7150, and the lease for the acre of ground \$300, and for the market stall \$650.

11. Q. In your opinion are these prices advantageous and would it be to the best interest of all the parties and specially to the non compass mentis, Emma May Shipley that these sales be confirmed by the Court at these prices negotiated by you?

A. Yes in my judgment the prices are a good value for the several pieces of property and it would be better for everybody and specially my sister Emma May Shipley that these sales be confirmed by the Court.

To the general question under the rule the witness answers: No.

Signature waived.

Testimony taken in Nicholas H. Green's office on December 14, 1921.

Present, Richard E. Preece, Atty. for defendants.
" Nicholas H. Green, " " Plaintiffs.
" George Rullman, Examiner.

Witness Thomas H. Shieney, produced on behalf of the plaintiffs being duly sworn testified as follows:

1. Q. State your name, residence and occupation?

A. Thomas H. Shieney, Baltimore, Md. Surveyor.

2. Q. Do you know the parties to this suit, if so how long have you known them?

A. I know Mr. Benson, I have met Mr. Milbur Shipley, I do not know Miss Emma May Shipley.

3. Q. State what property the late George E. Shipley died seized and possessed of, its nature and location?

A. He had 66 acres of land near Harman's Station,

little South West of Harman's, there are two dwelling houses on it, which was conveyed to him by several deeds, one from L. Rudolphus Shipley dated May 10, 1856 and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 28 folio 293, conveying 4 acres of ground.

Another from L. R. Shipley and wife dated the 25th day of September 1876 and recorded in Liber S. H. No. 11, folio 71 conveying 6 acres, one rood, and 6 square perches. Another from Larkin Shipley dated 31st day of January 1867 and recorded in Liber G. E. G. No. 2 folio 483, conveying 50 acres of land and one from Wm. A. Ray dated November 4, 1874 and recorded in Liber S. H. No. 9, folio 36 conveying 10 acres of land. He sold however about 4 acres to L. R. Shipley in 1876 by deed dated the 25th day of September of that year and recorded in Liber S. H. No. 11 folio 105, leaving about 66 acres in his home tract. Plaintiff filed original deeds marked Exhibits "B" "C" "D" and "E". A tract of land at Severn Station which was certified by Mr. Harman to contain 32 acres, which was conveyed to Mr. Shipley by deed as filed marked Exhibit "A" with the testimony. A small dwelling house went with the tract and the 8 small dwellings were built to rent out.

4. Q. In your opinion is the property which you have described susceptible of an advantageous partition among the parties interested in kind and can it be divided among them without loss or injury, or in your opinion is a sale thereof necessary and for the best interest and advantage of all the parties interested in order that the proceeds may be divided among them in proportion to their interest therein and give your reason for your answer?

A. I do not think it could be done and that a sale thereof is necessary for a fair division. The home place is poor land and a good deal is in marsh land and can not be tilled. The two tracts do not join and in my judgment it would be a physical impossibility to make a fair division among the parties.

5. Q. What in your opinion is a fair value of the different pieces of property you have described?

A. I understand that the home place has been sold for \$4800 and the Severn property for \$7000 and in my judgment these prices are a good value for the property.

6. Q. In your opinion are these prices advantageous and would it be to the best interest of all the parties and specially to the non compass mentis, Emma May Shipley that these sales be confirmed by the Court at the prices negotiated by the parties?

A. Yes, I do think so.

To the general question under the rule the witness answers: No.

No Cross Examination.

Signature waived.

Witness Summerfield P. H. Benson, produced on behalf of the plaintiffs being duly sworn testified as follows:

1. Q. State your name, age, residence and occupation?

A. ~~Summerfield P. H. Benson, produced on behalf of the plaintiffs being duly sworn testified as follows:~~

A. Summerfield P. H. Benson, 51 years old, Anne Arundel County, farmer and trucker.

2. Q. Do you know the parties to this suit?

A. Yes I know them all, my wife Laura J. Benson is one of the defendants, her sister Emma May Shipley and my wife as her committee are the other defendants and my wife's brother G. Wilbur Shipley and his wife Marie L. Shipley are the plaintiffs.

3. Q. Did you know the late George E. Shipley, if dead when did he die?

A. Yes, I knew him he was my wife's father, he is dead, he has been dead for 9 years he died on the 11th of January, 1913.

4. Q. Did he leave a last will and testament, if so how did he divide his property?

A. He left a last will and testament, which is filed as Plaintiffs Exhibit No. 1, by his will he devised all of his property to his wife during her life, after his wife's death he left \$2000 to my wife's sister Emma May Shipley, and divided all the rest and residue of his property among his three children Laura J. Benson, my wife, Emma May Shipley and George W. Shipley.

5. Q. Is Mary J. Shipley the widow of George Shipley dead, if so when did she die?

A. She is dead, she died in October, 1920.

6. Q. Please state what you know of the property which George E. Shipley died seized and possessed of?

A. His home place where he lived was supposed to contain 64 acres in the Fourth District of Anne Arundel County about three fourth of a mile from Harman Station which he acquired by deed already filed.

One third of the land is in marsh land in Storey Run and the balance is poor land, a seven room dwelling out of repair and 2 - 4 room tenant houses and a barn that is about 14 by 20 feet, small loft about it, the hen house and other outbuildings are very much in need of repair. In the tract of land located at Severn Station containing 32 1/2 acres which was conveyed to Mr. Geo. E. Shipley by Thomas R. Goodwin, deed already filed, a part of this he rented as a farm and that part has a small tenant house of 3 rooms in fair condition. And then there are 8 small tenement houses, some with 3, 4 and 5 rooms on a lot near the station.

All are in need of repair. A ground rent of \$15 on one acre of land which is located at Severn Station which came out of the original 32 acres. This property is now held by Wm. A. Ray. He owned a stall No. 54 in Hollins Market on the corner of Carrollton and Hollins Street in Baltimore City.

7. Q. What is the status of the defendant Emma May Shipley?

A. She has been adjudged by the Court as a non compos mentis and my wife Laura J. Benson was duly appointed her committee, she is over 40 years of age.

8. Q. In your opinion is the property mentioned in these proceedings and described by you susceptible of an advantageous partition among the parties interested in kind and can it be divided among them without loss or injury, or in your opinion is a sale thereof necessary for the best interest and advantage of all the parties interested in order that the proceeds may be divided among them in proportion to their interest therein and give your reason for your answer?

A. In my judgment it could not be divided without loss and injury and a sale thereof is necessary for partition, for the best interest of all the parties. The home place, a major part of it is marsh land and the buildings are in need of repair, it is separated from Severn Station tract about 1 1/2 or 2 miles. The improvements at Severn Station, the 8 small houses are all together in one

spot of the property and from the character of the property and the location of the property it would be a physical impossibility to divide it with justice to all the parties.

9. Q. What in your opinion is a fair value of the different pieces of property you have described?

A. I considered the price of \$4800 an excellent value for the home place. \$7000 a good value for the property at Severn Station. The ground rent is worth \$300 and the stall in the market in Baltimore City. \$650 is an excellent value for the stall.

10. Q. Did you make a sale of the several pieces of property?

A. A sale has been made for the home place for \$4800, and the property at Severn Station for \$7050 and the ground rent for \$350 and the stall in market for \$650.

11. Q. In your opinion are these prices advantageous and would it be to the best interest of all the parties and specially to the now complainant, Emma May Shipley that these sales be confirmed by the Court?

A. In my judgment the prices are an excellent value for the several pieces of property and it would be for the best interest of all the parties and particularly for Emma May Shipley that the Court ratify these sales.

To the General Question under the rule the witness answers: No.

No cross examination.

Signature waived.

There being no other witnesses to be examined and no further time being desired by the parties hereto, the within Testimony is herewith closed and returned to the Court this 20th day of December, 1921.

George E. Pullman, (seal)
Examiner.

Plaintiffs Exhibit No. "A" filed with Testimony - Filed 20th Dec. 1921.
This deed, made this twenty third day of December, in the year one thousand eight hundred and seventy eight, by Thomas R. Godwin of Anne Arundel County, State of Maryland.

Witnesseth, that in consideration of Fourteen hundred and fifty two dollars and eighty six cents, or forty five dollars and five cents and acre the said

Thomas R. Goodwin doth grant unto George E. Shipley, of said County, his heirs and assigns in fee simple, all that piece or parcel of ground situate, lying and being in the County aforesaid and described as follows to wit:

Beginning for the same at a stone on the South West side of an oak tree and in the Public Road leading through the lands of J. Wesley Clark, to S. W. Station on the Baltimore and Potomac Railroad; said stone being the beginning boundary of the conveyance from Josiah Clark and wife to Samuel Goodwin, dated January 15th 1845; thence running with and bounding on said conveyance, as corrected for variation, North twelve and three quarter degrees West, eight and one quarter perches; thence North forty seven and a half degrees West, sixty perches; thence North fourteen and a half degrees East, thirty four perches; thence North sixty five and a half degrees East, sixty six and one half perches to a stake and stone a boundary of Noah Augustine Clark's land; thence bounding thereon East, twenty six perches to a stone; thence South twenty four and a quarter degrees West, one hundred and sixteen perches, bounding on the aforesaid Road to the place of beginning; containing thirty two and one quarter acres of land more or less.

Being the piece or parcel of a tract of land called "Trusty Friend", which Josiah Clark and wife conveyed to Samuel Goodwin, by deed aforesaid, January 15th 1845. and which said Thomas R. Goodwin, the grantor hereof inherited from his late father Samuel Goodwin.

Together with the buildings and improvements there upon erected, made or being; and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any wise appertaining.

And the said Thomas R. Goodwin, covenants that he will warrant specially the property hereby granted and intended to be conveyed, and that he will execute such further assurances of said land as may be requested.

Witness my hand and seal.
Test: Thomas R. Goodwin (seal).
A. R. Hamman.
Jno. S. A. Jones.

State of Maryland, Anne Arundel County, to wit:

I Herby Certify; That on this twenty third day of December, in the year one thousand eight hundred and seventy eight, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared Thomas R. Goodwin and acknowledged the foregoing deed to be his act.

A. R. Harman, J. P.

Certificate & plat of a part of "Trusty Friend" sold by Mr. Thos. Goodwin to Mr. Geo. E. Shipley.

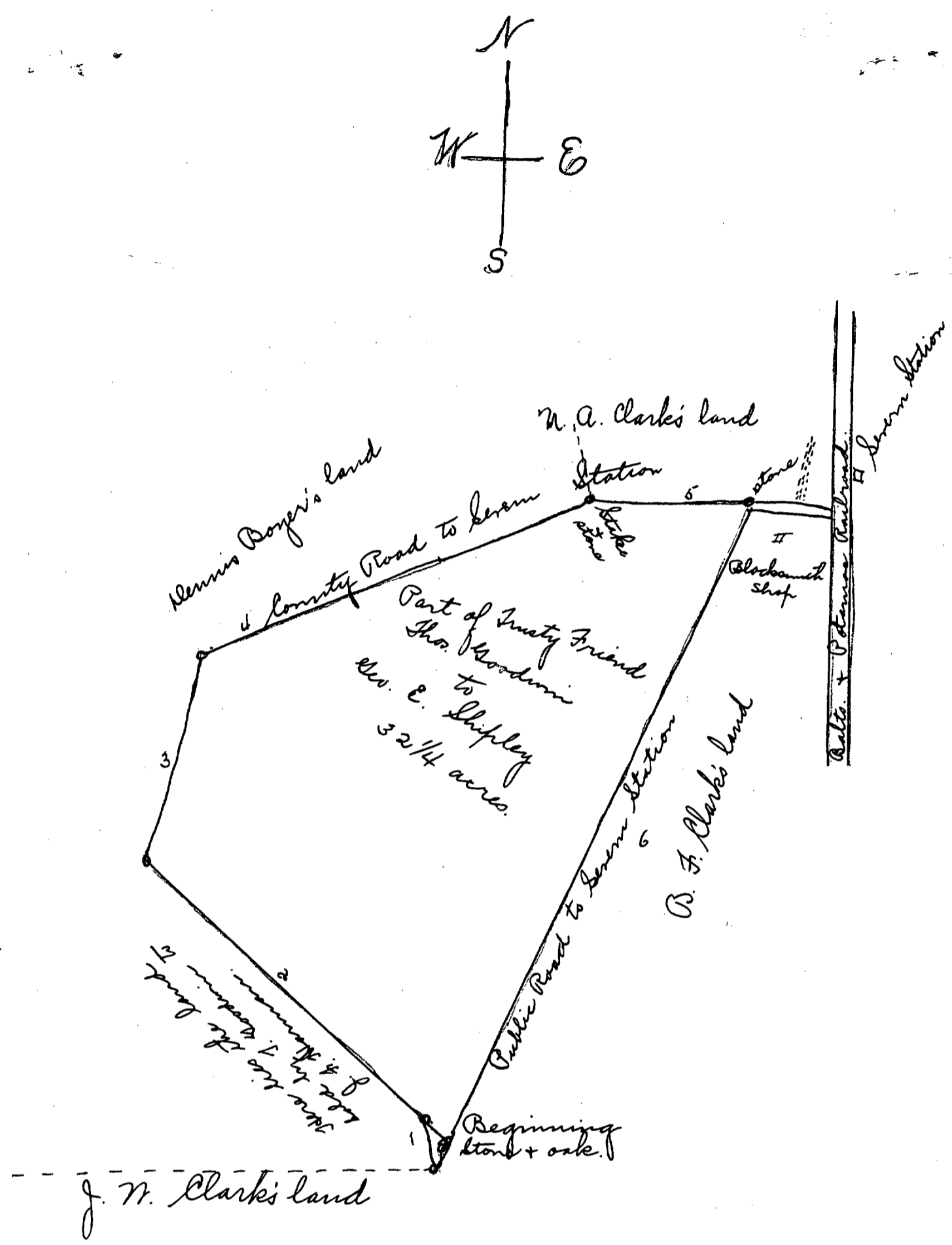
Being the same land conveyed by Josiah Clark and wife to Samuel Goodwin by deed dated Jan'y. 15th 1845 and recorded in Liber J. H. N. No. 1 fol. 85.

Anne Arundel County, Ct:

I hereby certify that I have carefully surveyed all of that part of a tract of land called "Trusty Friend" situated and lying in the Fourth Election district of Anne Arundel County, sold by Thomas Goodwin to Geo. E. Shipley, and contained within the following courses and distances metes and bounds to wit: -

Beginning at a stone on the southwest side of an oak tree and in the public Road leading through J. N. Clark's land to Severn Station on the Baltimore and Potomac Railroad. Said stone being the beginning boundary of the conveyance from Josiah Clark and wife to Samuel Goodwin bearing date the 15th day of Jan'y. 1845 thence running with and bounding on said conveyance as corrected for variation. North $12\frac{3}{4}$ degs. West $8\frac{1}{4}$ pchs. North $4\frac{1}{2}$ degs. West 60 pchs. North $14\frac{1}{2}$ degs. East 34 pchs. North $65\frac{1}{2}$ degs. East $66\frac{1}{2}$ pchs. to a stake and stone a boundary of N. Augustus Clark's land, thence bounding thereon East 26 pchs. to a stone thence South $24\frac{1}{4}$ degs. West 119 perches bounding on the aforesaid Road to the place of beginning containing thirty-two and a quarter acres of land, more or less. Surveyed Dec. 14th 1878.

A. R. Harman,
Surveyor.



Scale - 20 fms. to an inch.

Plaintiffs Exhibit No. "B" filed with testimony - Filed 20 Dec. 1921.
 This deed made this tenth day of May in the year Eighteen hundred and eighty six by L. Rodolphus Shipley and Isabelle S. Shipley, his wife, of Anne Arundel County in the State of Maryland, Columbus Shipley and Elizabeth A. Shipley, his wife, of Baltimore City in the State aforesaid all parties of the first part, grantors. Witnesseth that the said parties of the first part for and in consideration of the sum of one dollar and other good causes and considerations do hereby grant and convey unto George E. Shipley of the County and State aforesaid the

party of the second part, all their right, title, claim, and interest to and into the following described lot or parcel of land situated and lying in the Fourth Election district of Anne Arundel County, Maryland and which is contained within the following courses and distances metes and bounds to wit, Beginning at the end of the first line of the conveyance from Darbin Shipley to said George E. Shipley bearing date the 31st day of January in the year 1867, which beginning is at the end of the north 73 degs. East 175 perch line of "September 14th 1139 I was born John Hammond son of John" and running from thence and bounding on the lines of the aforesaid deed of conveyance from Darbin Shipley to George E. Shipley South 77 degs. East 15 ³/₄ phs South 35 ¹/₂ degs. East 65 phs. thence leaving the lines of the aforesaid conveyance and bounding on the lot conveyed by Mrs. A. Ray and wife to said George E. Shipley bearing date in or about the year 1871, South 45 ¹/₂ degs. West eight and nine tenths phs. more or less to the land called "Hammond's Contrivance" thence bounding on said land North about 36 ¹/₂ degs. West 78 phs. more or less to the place of beginning estimated to contain four acres of land or thereabouts, which it would appear was intended to be included in the aforesaid deed from Darbin Shipley (now deceased) to the said George E. Shipley - but which was omitted by the imperfect description in said deed, certainly calls in the deed from Mr. Dean trustee to said Darbin Shipley being left out in the deed to said George. And the said grantors covenant that they will execute such further assurance as may be requisite to the confirming of these presents.

Witness the hands & seals of said grantors

Test:

A. R. Harman.

D. Rodolphus Shipley (seal)
 Isabel S. Shipley (seal)
 Columbus Shipley (seal)
 Elizabeth A. Shipley (seal)

State of Maryland, Anne Arundel County, sct.

I hereby certify that on this tenth day of May in the year Eighteen Hundred and eighty six before the subscriber a justice of the peace of said State in and for Anne Arundel County aforesaid personally appeared D. Rodolphus Shipley and Isabelle S. Shipley his wife and Columbus Shipley and Elizabeth A. Shipley his wife and severally acknowledged the foregoing

deed to be their respective act.

A. R. Harman, J. P.

Plaintiffs Exhibit No. "C" filed with testimony - Filed 20 Dec. 1921.

This deed made this twenty fifth day of September in the year Eighteen hundred and twenty six by Larkin Rodolphus Shipley and Isabel S. Shipley his wife of Anne Arundel County, State of Maryland Witnesses that the said Larkin Rodolphus Shipley and Isabel his wife for and in consideration of the sum of one hundred and twenty five dollars and seventy five cents do hereby grant and convey in fee simple to George E. Shipley of the State and County aforesaid all of that part of a tract or parcel of land situated and lying in the Fourth Election district of Anne Arundel County, State of Maryland called "Samson" or by whatsoever name or names the same may be called which is contained within the following courses and distances, metes and bounds: - Beginning at a stone now planted in the home line of the conveyance from Larkin Shipley to the said George E. Shipley, and at the distance of six perches from the end thereof thence on said home line reversely South fifty eight degs. East seventy two perches to a stone now planted by a pine tree on the western margin of Stoney Run Marsh thence North twenty one and a quarter degs. East twenty eight and a half perches to a stone on the bank of a ditch thence North eighty and a half degs. West seventy two and a half perches to the place of beginning containing six acres one rood and six square perches of land more or less.

To Have and To Hold the above described piece or parcel of land together with all and singular the rights, privileges and appurtenances thereunto belonging, to the said George E. Shipley his heirs and assigns forever. The above going described piece of land being a part of the same land described in a deed from Columbus Shipley and wife to the said Larkin Rodolphus Shipley bearing date in or about the month of February in the year 1875 and recorded in Liber S. H. No. 9 folio 226 one of the land record books of Anne Arundel County.

In testimony whereof we the said grantors have hereunto set our hands and affixed our seals on the day and in the year first herein written.

Test.
A. R. Harman.

L. Rodolphus Shipley (seal)
Isabel S. Shipley (seal)

State of Maryland, Anne Arundel County, sct.

I hereby certify that on this twenty fifth day of September in the year Eighteen hundred and seventy six before the subscriber a justice of the peace of the State of Maryland in and for Anne Arundel County aforesaid personally appeared Larkin Rodolphus Shipley and Isabel S. Shipley his wife the grantors named in the foregoing deed and severally acknowledged the same to be their act.

A. R. Harman J. P.

Plaintiffs Exhibit No. "11" filed with testimony - Filed 20 Dec. 1921.

This deed, made this thirty first day of January, in the year eighteen hundred and sixty seven, between Larkin Shipley of Anne Arundel County, State of Maryland, and George E. Shipley of the County and State aforesaid.

Witnesseth, that whereas, by deed dated February twelfth eighteen hundred and fifty nine, the said Larkin Shipley did sell and convey unto the said George E. Shipley a certain piece or parcel of land lying in said County and known as part of "Lambson" and "Stamp Act"; and whereas the aforesaid intended conveyance, recorded in Liber N. H. D. No. 8, one of the Land Record Books of said County, is defective, by reason of not having any certificate of acknowledgment upon it, and whereas the said Larkin Shipley is willing and anxious to amend and correct said defective conveyance, therefore in consideration of the premises above recited, and of the sum of one dollar, current money, the said Larkin Shipley doeth hereby grant, convey and confirm unto the said George E. Shipley, his heirs and assigns, in fee simple all that piece or parcel of land situate in said County, contained in the metes and bounds courses and distances, following:

Beginning at the end of the Fourth line of "Lambson" and reversing thereon South eleven and one half degrees West, sixty two perches. South seventy seven degrees East, fifteen and three quarter perches; South thirty five and one half degrees East, sixty five perches; North forty five and one half degrees East, thirty five and three quarter perches; South forty eight degrees East, thirty and one eighth perches; East twenty eight perches; North one and one half degrees East forty four and one half perches; thence with a straight line to the beginning, containing fifty acres, more or less.

Together with the buildings and improvements thereon erected, made or being; and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in anywise appertaining.

And the said Larkin Shipley covenants that will warrant specially the property hereby granted and confirmed; and that he will execute such further assurances as may be requisite.

Witness my hand and seal.
Test: Larkin Shipley (seal)
John D. A. Jones.

State of Maryland, Anne Arundel County, to wit:
I hereby certify, That on this thirty first day of January in the year one thousand eight hundred and sixty seven before the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County aforesaid personally appeared Larkin Shipley and acknowledged the foregoing deed to be his act.
Revenue Stamp (5cts.) John D. A. Jones, J. P.

Plaintiffs Exhibit No. "E" filed with testimony - Filed 20 Dec. 1921.
This deed made this fourth day of November in the year eighteen hundred and seventy four by William A. Ray and Achsah his wife of Anne Arundel County, State of Maryland: - Witnesseth that the said William A. Ray and Achsah his wife for and in consideration of the sum of one hundred and seventy five dollars do grant in fee simple unto George E. Shipley of the said County and State all of that part of a tract of land called "Addition to Samson" or by whatsoever name the same may be known or called situated and lying in the Fourth Election District of Anne Arundel County which is contained within the following metes and bounds courses and distances, Beginning for the same at a post heretofore planted at the end of the South thirty six degs East forty perch line of said Mr. A. Ray's land thence running across said land North thirty four and three quarters degs East fifty and two thirds perches to a post near Stoney Run a boundary of said Ray's land, thence with the outlines of said land North forty two and a quarter degs West twenty nine perches South forty six and a half degs West forty four perches, thence South thirty five and a half degs East forty perches to the place of beginning containing

ten acres of land more or less.

Together with all and singular the buildings and im-
provements, rights and appurtenances therunto belonging
To Have and To Hold the above described lot of land
unto the said George E. Shipley his heirs and assigns
forever, and the said William A. Ray & Achsah his wife
covenant that they will warrant specially and general-
ly the land hereby conveyed. It being a part of the
same land which was conveyed by G. Randall, trustee
to said Ray by deed dated in or about the year 1872.

Witness our hands & seals.

Sect:

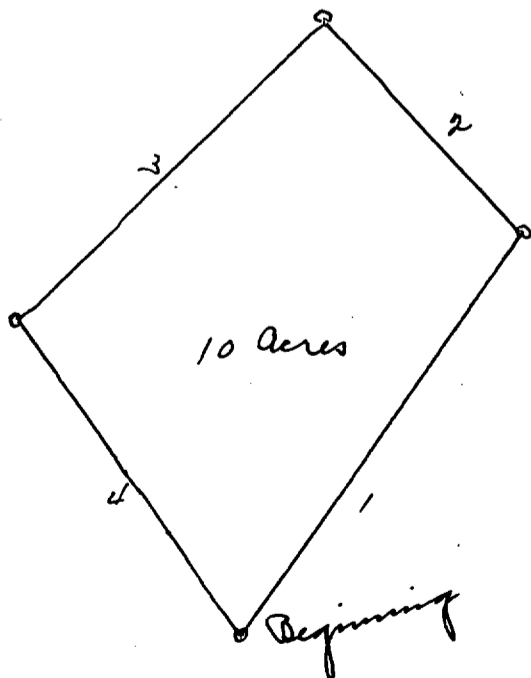
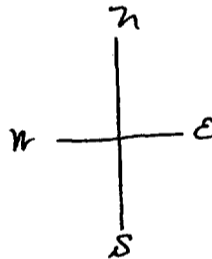
Elijah C. Jackson.

William A. Ray (seal)
Achsah Ray (seal)

State of Maryland, Anne Arundel County, sect:

I hereby certify that on this fourth day of November
in the year eighteen hundred and seventy four be-
fore the subscriber a justice of the peace of the said
state in and for the county aforesaid personally
appeared William A. Ray and Achsah his wife and
acknowledged the foregoing deed to be their re-
spective act.

Elijah C. Jackson.



Decree for Sale of Real Estate &c. Passed Jan. 17th, 1921st filed.

This cause standing ready for hearing and being submitted by agreement hereon endorsed, the bill, answers and all the other proceedings were, by the Court read and considered.

It is thereupon this 17th day of January in the year nineteen hundred and twenty two by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that the real estate and reversion in leasehold and the market stall mentioned in these proceedings be sold, that Nicholas H. Green of the City of Annapolis be and he is hereby appointed Trustee to make such sale and that the course and manner of his proceedings be as follows:-

He shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself with a surety or sureties to be approved by the Clerk of this Court in the penalty of Fourteen 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 sell said property at either private or public sale, if at private sale to the parties with whom negotiations have already been closed for the following sums, for the home place for not less than Forty eight hundred dollars, for the property at Severn Station for not less than Seven thousand dollars, for the reversion in the leasehold property for not less than three hundred dollars, and for the market stall for not less than six hundred and fifty dollars, all cash upon ratification of the said sales; if at public sale after having first given at least three weeks previous notice inserted in some newspaper published in Anne Arundel 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 at the option of the Trustee on the final ratification of such sale, by the Court, and the balance in six months from the day of sale, or all cash at the option of the purchaser or purchasers, deferred payment to bear interest from the day of sale, and to be secured by the bonds of the purchaser or purchasers with security to be

approved by the trustee; and if not sold at public sale on the day so advertised, the said trustee shall proceed to make sale or sales at either public or private sale, to the best advantage, and upon terms above set forth.

And as soon as may be convenient after any such sale or sales the 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 this Court, and on the payment of the whole purchase money, (and not before), the said trustee be a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, at his, her or their expense, and to his her or their heirs the property to him, her or them sold, free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said trustee shall bring into this Court the money arising from such sale or sales, and the bonds 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 commissions to the said trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged this trust.

Robert Moss, A. J.

We hereby agree that the above entitled cause be submitted for decree without further delay.

dated this

day of January, 1922.

Nicholas H. Green,
Solicitor for Plaintiffs.

Bond - Filed & approved this 25th day of Jan. 1922.

Know all men by these Presents, That I, Nicholas H. Green of Annapolis, Anne Arundel County, Maryland, and the Hartford Accident and Indemnity Company a corporation organized and existing under the laws of the State of Connecticut are held and firmly bound unto the State of Maryland in the full and just sum of Fourteen thousand dollars, current money, to be paid to

the said State or its certain Attorney to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors administrators, successors and assigns, jointly and severally firmly by these presents, sealed with our seals and dated this 25th day of January in the year Nineteen hundred and twenty two.

Whereas by a decree of the Circuit Court for Anne Arundel County sitting in Equity bearing date on the seventeenth day of January, 1922, and passed in a cause in said Court wherein G. Wilbur Shipley et al. are complainants and Laura Benson et al. are defendants known as No. 4607 Equity, the above named Nicholas H. Green has been appointed Trustee to make sale of the real estate in the proceedings mentioned.

Now the condition of the above obligation is such that if the above bounded Nicholas H. Green does and shall well and faithfully perform the trust reposed in him by the said decree or that may be reposed in him by any further decree or order in the premises then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed and delivered Nicholas H. Green (seal) in the presence of
Rose Garner

Witness the said Hartford Accident and Indemnity Company by its duly authorized Attorney as per power of Attorney duly recorded among the Land Records in the office of the Clerk of the Circuit Court for Anne Arundel County attested by its corporate seal.

Witness:
Rose Garner.



Hartford Accident & Indemnity Company -
By: J. C. Brewer,
Nicholas H. Green, Attorneys.

Report of Sale. - Filed 30th January, 1922.

To the Honorable, the Judges of the Circuit Court for Anne Arundel County:

The Report of Nicholas H. Green, Trustee, appointed by the decree in this cause to make sale of the real estate and property therein mentioned respectfully shows

That after giving bond with security for the faithful discharge of his trust, as required by said decree, and making diligent inquiry as to the best mode of disposing of said property, and feeling convinced

that the prices already offered for the several properties were as good as could be obtained after the delay and expense in advertising same for sale again, the parties in interest having already once before advertised the property for sale, and that the sale thereof at private sale to the parties with whom negotiations had already been closed at the prices set out in said decree and as provided therein, he accordingly agreed to such sales, and reports now to the Court. First the property known as the home place of the late George E. Shipley, located in the Fourth Election District of Anne Arundel County, near Harman's Station, containing about sixty five acres of land, more or less, and conveyed to him by the following deeds, (a) from L. Rodolphus Shipley dated May 10, 1886 and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 28 folio 293, (b) from d. R. Shipley and wife dated the 25th day of September 1876 and recorded among the said Land Records in Liber S. H. No. 11 folio 71, (c) from Larkin Shipley dated the 31st day of January 1867 and recorded among said records in Liber G. E. V. No. 2 folio 483, (d) from William A. Ray dated the 4th day of November Eighteen hundred and seventy four and recorded among said records in Liber S. H. No. 9 folio 36, except that portion sold to d. R. Shipley by deed dated the 25th day of September 1876 and recorded among the said records in Liber S. H. No. 11 folio 105, sold to Boleslaw Putkowski at and for the sum of Four thousand eight hundred dollars.

Second: the property located at Severn Station in the County aforesaid, containing about thirty one and one quarter acres of land, conveyed to said George E. Shipley by Thomas R. Godwin by deed dated the 23rd day of December in the year 1878 and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 13 folio 430 except one acre of land thereof leased by said George E. Shipley to Thomas R. Godwin for twenty nine years, by indenture the 10th day of January 1879 and recorded among said records in Liber S. H. No. 13 folio 495, sold to Summerfield P. H. Benson at and for the sum of seven thousand one hundred and fifty dollars.

Third: The reversion in the one acre of land at Severn Station described in the lease from George E.

Shipley to Thomas R. Goodwin dated on the 10th day of January in the year 1879 and recorded among said Land Records in Liber S. H. No. 13 folio 495; sold to William Ray at and for the sum of three hundred dollars.

Fourth: The market stall No. 54 in Halling Market in the City of Baltimore sold to Frederick Staff at and for the sum of six hundred and fifty dollars; the purchasers are ready to pay cash for their respective purchases upon the ratification of the sales by this Court.

All of which is respectfully submitted
Nicholas H. Green, Trustee.

State of Maryland, Anne Arundel County, Ct.:

I hereby certify that on this thirtieth day of January in the year nineteen hundred and twenty two before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Nicholas H. Green, Trustee, and made oath in due form of law that the matters and things set forth in the foregoing report of sale are true as therein set forth and that the said sales were fairly made.

Witness my hand and seal Notarial.
Myrtle Stumm,
Notary Public.

(Signature)
Notary Public

Order Nisi.

Ordered this 30th day of January in the year 1922, that the sales of the property mentioned in these proceedings made and reported by Nicholas H. Green, Trustee, be ratified and confirmed unless cause to the contrary be shown on or before the 3rd day of March next; provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 3rd day of March next.

The report states the amount of sales to be \$12,900.
Wm. W. Woodward, Clerk.

Publisher's Certificate.

Annapolis, Md. February 20, 1922.

We hereby certify, that the annexed advertisement Order Nisi of Milburn Shipley and Marie L. Shipley versus Laura Benson, et al. in the Circuit Court for Anne Arundel County No. 4607 Equity, was published in

the "Evening Capital and The Maryland Gazette," a daily newspaper published and printed in the City of Annapolis Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd day of March, 1922, the first insertion appearing on the 30th day of January, 1922.

The Capital Publishing Company.
By B. C. Fooks,
Business Manager.

Final Order.

Ordered this Sixth day of March in the year 1922, that the sale within reported be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the preceding order. The Trustee is allowed the usual commission and such expenses as he may produce vouchers for to the auditor.

Robert Moss, A. J.

Auditor's Report and Account. - Filed 29th March, 1922.
To the Honorable, the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause and from them he has stated the within account.

All of which is respectfully submitted,

James N. Owens,
Auditor.

Mr. The Trust Estate of George Wilbur Shipley, deceased in ac. with Nicholas H. Green, March 6, 1922.				Trustee
To Trustee for commissions		\$ 417 00	By proceeds of sales	\$ 12900 00
" " " Court costs viz:				
" Solicitor for Plaintiff	\$ 10 00			
" " " Defendant	10 00			
" Clerk of Court	25 85			
" Taxambler (G. E. R.)	4 00			
" Stenographer	5 00			
" Premium on Bond (J. C. B.)	42 00			
" Auditor	9 00	\$ 105 85		
To Trustee for Expenses viz:				
" Order nisi on sale	5 00			
" " " " this account	5 00	\$ 10 00		
To State & County Taxes to Jan. 1, 1922		\$ 62 52		
Balance for distribution		\$ 12304 63		
		\$ 12900 00		\$ 12900 00
Distributions as follows:-				
To Emma May Shipley		\$ 2000 00	By bal. for distribution	\$ 12304 63
" Laura J. Benson 1/3 of balance		3434 87		
" George W. Shipley 1/3 of balance		3434 88		
" Emma May Shipley 1/3 of balance		3434 88		
		\$ 12304 63		\$ 12304 63

Order nisi.
 Ordered, This 29th day of March, 1922, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 15th day of April next, Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of two successive weeks before the 15th day of April next.
 Robert Moss, A. J.

Publisher's Certificate - Filed April 17, 1922.
 Office of The Weekly Advertiser,
 Annapolis, Md. Apr. 15, 1922.
 I hereby certify that the annexed Order nisi of George Wilbur Shipley et al. vs. Laura J. Benson et al. No. 4607 Equity

was published in The Weekly Advertiser a newspaper published in the City of Annapolis, once a week for three successive weeks before the 15th day of April, 1922. The first insertion being made the 6th day of April, 1922.

The Annapolis Pub. Co.

Publisher,
C. H. Tucker.

Final Order.

Ordered By The Court, this 17th day of April 1922, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Robert Moss, A. J.

