Tax
for Record

169-067

1400
7.00
28.00
14.00

$5500

November 7th. 1872.

Two years after date we promise to pay Thomas T. Brundige or order Five thousand and Five hundred dollars for value received. The payment of this note is secured by Mortgage bearing even date herewith.

Geo. M. Taylor
Joshua Brown
Joseph M. Marshall
Chas. S. Hopkins.
Jas. H. Brown

Trustees for Annapolis Lodge No 89 Ancient Free & Accepted Masons.

Brundage

Thos. B. Brundage

Chas. Rowles

Amt Mortgage		$ 5500.
Int to 3rd Feb 1878	+	165.
Int from 3rd Feb to Mch 11th 78		33.91
Insurance for 1877	+	24.75
" " 1878	+	24.75
		$ 5748.41
By 2 per cent off for 3 yrs = 6 per cent		330.00
		$ 5418.41
Add 1/4 per cent Comm on ($5418.41)		48.13
		$ 5466.54

Add costs of advertising & costs of Court.

Camden, March 11th 1878, Received from The Farmers Notice Bank of Camden, five thousand four hundred and sixty six dollars and fifty four cents – in full of ~~balance due~~ the amount agreed to be received by me on the Mortgage of Wilmer Monroe Fritter & Brundige, & by Brundige assigned to me – with $165, and $33.91 further interest, and charges for Insurance, less the credits as above – the said Bank agreeing

to pay the costs of advertising and of the suit in the proceeding instituted by me in the Circuit Court for A. A. County to sell under the mortgage aforesaid and I hereby agree to execute all further instruments of writing necessary to perfect the right of the Bank under the said proceeding designed to be secured by the said assignment

Witness Ja. H. Hodges

Thos Rowles

No 631 & 653
Equity

Farmers National
Bank of Annapolis

vs

George W. Taylor
& others.

Taxation of Costs.

Farmers National Bank of Atlanta vs George M Taylor et al

Randall & Hagner

No. 631: Equity

Complts Cost

Clerk	$41.36
Solicitor	10.00
Defts Sol	10:00
Late Mff	2.40
Mff Hon Co	" 40
" Balt City	" 40
Com. to take testy	8.00
	$72:56

Dec 5. 1878

Test.

Spigg Harwood

Clk

C70-631

This Mortgage, made this the Third day of May — in the year eighteen hundred and seventy three between, George M. Taylor, Joseph M-Marshall, Charles A. Hopkins, and James Brown, all of Anne Arundel County, and State of Maryland, and Joshua Brown of said State and County of Frederick, (and Trustees of the Masonic Hall in the city of Annapolis) of the first part; and The Farmers National Bank of Annapolis of said State and county first hereinaforesaid: Witneseth, that whereas the said parties of the first part are indebted unto the said party of the second part in the just and full sum of Ten-- Thousand Dollars current money and in consideration thereof, have joined to the said Bank, their two joint and several promissory notes each for the payment of Five Thousand Dollars the one note dated September the twenty-fifth eighteen hundred and seventy two, and payable four months after date; the other note dated October the twenty-third eighteen hundred and seventy two, and payable four months after date -; and whereas the said

C70-631

parties of the first part, are desirous of securing the payment of said notes, and all renewals thereof and substitutes therefor whether for the whole or any part thereof; and whereas the money raised from said indebtedness, was used in erecting said Masonic Hall; Now therefore in consideration of the premises, and in virtue of authority conferred upon the said Trustees in an instrument of writing executed by Alexander Randall and Elizabeth B. Randall his wife to the said Trustees on the eighth day of April last, the said Trustees parties of the first part do grant, convey, bargain and sell to the said party of the second part all their right title and interest to and in a lot or parcel of land situated in the city of Annapolis, on the South West corner of North East and Prince George Streets, fronting forty feet on North East street, and running back in a rectangular form ninety feet along the line of Prince George Street, with an average width of forty feet, improved with a Three Story Brick Building, and known as the Masonic Hall. To have and to hold

State of Maryland Anne Arundel County
Set: Be it remembered that on this the
Third day of May in the year
eighteen hundred and seventy three per-
sonally appeared before the subscriber
a Justice of the Peace in and for the State
and County aforesaid - George N. Taylor
Joseph M. Marshall, Charles H. Hop-
kins, James H. Brown and Joshua Brown,
and did each acknowledge the foregoing
Mortgage to be their act and deed, at the
same time before me also appeared
L. G. Gaskins Cashier of The Farmers
National Bank of Annapolis, and made
oath in due form of law that the consideration
in said mortgage is true and bona fide
as therein set forth
S

W. H. Gaskins, Jr. J. P.

the aforesaid described property, to the said party of the second part and their successors and assegns forever, together with the improvements thereon, and the rights and appurtenances thereunto belonging or in any manner appertaining — The lot and property herein mortgaged, being the property built upon the said lot which was leased to the said parties of the first part by the said Randal and Wife as aforesaid, and found recorded among the land records of Anne Arundel County —

Provided always that should the said parties of the first part pay the said promissory notes, at their maturity and all renewals thereof and substitutes therefor, whether for the whole or any part thereof, with all the interest discounts costs and charges thereon then this mortgage shall be void and of none effect, otherwise to be of full force and virtue — In witness the hand and seals of the said parties of the first part the day and year aforesaid Geo M Taylor

Joseph M. Marshall (Seal)
Chas S. Hopkins (Seal)
J. W. H. Brown (Seal)
Joshua Brown (Seal)

Mortgage from
George W. Taylor
& others
Trustees of the
Masonic Hall
to
The Farmers National
Bank of Annapolis

Recd for record 3d of
July 1873, same day
recorded in Liber S.H.H.
No 7 folio 513 &c one of
the Land record books
of Anne Arundel County
And Exd by
J. S. Harwood
Clerk

14

9 $150

Complainants Costs	$12.30
Sun advertising	27.75
Republican do	20.
Advertiser "	16.
Auctioneer —	2.00
	78.05

C70-631

Mortgage 16 May 1865. in consideration of $1400. One Thomas Ireland, trustee of Eliza Millers est. with interest = Mortgage on property recd. from his father R. B. Moss by his will 11 June 1859. Said debt also secured by his (Moss) bond.

Deed 14 Apl 1869 from Moss Wife to Hamilton Moss. 2 acres of land.

Mortgage 15 Dec 1869. { Moss Wife to Jno J. E. Hyde & Clark Indemnity Mortgage as Bondsmen. on property from his father R. B. Moss = order of Ct in Equity of Weedon W. Thaks &c passed 6 Dec 1869.

Deed Jos Powell to Alice Moss wf of R. L. M. 22 Dec 1873. for $1550.41. (description in said deed =) 64 3/4 acres

Assignment of Below $702 87/100 to Moss by Corner of the Mortgage debt One Mrs Millers Est.

Deed 7 Aug 1874. to Sarah Hamlin 1 3/4 acres of Weedon property.

Deed 7 Aug 1874. to Grace Murray 2 acres of same.

6 acres to Colored man & agreement not recorded.

Improvements on place worth $3500.
Farm from his father worth 2800.
on a Weedons Est. 1400.
$7700

From the Circuit Court of Humphries

vs.

George W. Taylor
et al

No. 6 M. Court
Cl. Ct. for
A. & C.

Gentlemen. You are hereby notified that the case pending today at 11 o'clock A.M. at the Office of Attorney in Memphis, will be taken testimony in support of the Claim of the Complainant.

Yours,
Randall Hagan
for the Complt

To Messrs Hodges & Leland
Solrs for Humphries
Lodge 1089 &c

Geo Leland
Lewis Administrator
Jas H. Hodges
Lewis Administrator

To J. W. Hodges Esq.
Solr for Brundige Rowes

Lewis Administrator
Jas H. Hodges
M. Manning
per Hodges
~~Lewis~~

To L. Leland Esq
Solr for Hopkins
Intr

Lewis Administrator.
Geo. Leland

To S. Thos. M. Cullough
Solr for Jas. W. Brown

Lewis Administrator
S. Thos. M. Cullough
Atty. for Brown

C70-631

Notice to take
testimony —

Copy

Joint and Several Note.

$1,000. Annapolis, Md., Oct. 26, 1876

Four months after date, for value received, we jointly and severally promise to pay the FARMER'S NATIONAL BANK OF ANNAPOLIS, or order, One thousand Dollars, 100 negotiable and payable at said Bank.

Geo. M. Taylor
J. V. Wilson
A. W. Wells
A. B. Hagner

Claim No 3

Nos. 631 & 653

Consolidated

Price of $1 cove

borrowed for

Marianne Hall

who pleaded &

the Auditor

The Auditor

will take this

money the claims

due & the marriage

bill perhaps

a bar.

Filed 26 Dec 1878.

C70-631

In the Circuit Court

For Anne Arundel County,

October Term, 1877

Case No. &c

1877 Oct 17. Judgt by Confession for $46.25. Convert money without from 15th Oct 1877. + costs

Farmers National Bank of Annapolis
No 1976, Docket.

vs.

George M. Taylor
Chas. D. Hopkins
D. Claude Hardy
James H. Brown
Joseph M. Marshall
Spedden V. Wilson

Plaintiff's Cost $11.00 add'l Cost 20

Defendant's Cost, $

True copy, Test: Spragg Harwood Clerk.

C70-631

Farmers Nat'l Bank of Lewis

vs

Geo M Taylor & others

Copy Judgt.

Filed 26 Dec 1876

Annapolis Oct 25th 1878

A B Hagner & J W Randall Trustees

To Wm Bryan & Son Auctioneers

To selling at public sale Masonic Hall

in Annapolis $10.00

Cash paid for posting bills & bell 1.00

Rec'd Payment $11.00

Dec. 18 1878

~~Rec'd Payment~~

Wm Bryan & Son

N. B. Hagerman and
J. M. Randall

$11.00

Farmers & Bank of Annapolis
vs
Geo. M. Taylor et al
No. 631 Equity
Cl. Ct. for a. a. Co.

=

Farmers No. Bank, assignee
of Thos. Rowles
vs
Geo. M. Taylor et al
No. 658 Equity
Cl. Ct. for a. a. Co.

Consolidated by order of court Nov 26th 1878

C70-631

Mem. of Cases
Con. Stat.

Maryland Gazette,

ESTABLISHED 1745.

Annapolis, Md., Nov. 4, 1878

Messrs. Randall & Nagner

To J. GUEST KING, Dr.

For adv. Masonic Hall for sale,	$17 00
Rec'd payment J. Guest King	

C70-631

Plain and Fancy Printing.

Visiting Cards,	Labels,
Show Cards,	Circulars,
Ball Tickets,	Bill Heads,
Legal Blanks,	Books,
Catalogues,	Pamphlets,
Handbills,	Posters,
Programmes,	&c., &.

Terms Cash.

Particular Attention Given to Book Work. Also to Plain and Ornamental Printing.

The Anne Arundel Advertiser,

ESTABLISHED 1870.

Advertisements Inserted at Liberal Rates. Subscription $1.00 per Annum, Cash.

Annapolis, Md., 187

Messrs Haynie & Randall, Auctrs

To Wm. J. Iglehart, Dr.

1878

Oct 3	To adv Mortgagee's sale of Mansion House		$ 20 00
	50 handbills		3 00
" 31	To do do		4 00
			$ 27 00

not for record

C 70-631

Bank

v.

Thomas Hall

&

A. A. Robertson

£27

American Building.

Mess. A. B. Hagner & Randall

To CHAS. C. FULTON & SON, Dr.

1878 *For advertising in the* BALTIMORE AMERICAN.

TERMS CASH.

Octg, Sale Masonic Opera House
1 aw 3t. $9.75

Received Payment for Chas. C. Fulton & Son,

not for record

Bank

v.

Mastin & al

Ind

$9.75

Bill & Amendment

Wm Allison 78

Annapolis

J W Randall & R Hagner Trustees

To Wm Bryon Dr

To selling at public sale the Masonic Hall: at Lott of the Farmers National Bank of Annapolis $10.00

Ringing bells & Ringing Bell 1.00

$11-00

C 70-631

Bank
in
Massachusetts

$11 —

Auctioneer

Trustee's Bond.

Know all Men by these Presents, That we Alexander B. Hagner, Dulwitt Randall, Alexander R. Randall

in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty five thousand dollars, current money, 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 each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this third day of September, in the year eighteen hundred and seventy eight

WHEREAS, by a Decree of the Circuit Court for Anne Arundel County, sitting in Equity, bearing date the thirty first day of August, eighteen hundred and seventy eight, and passed in a cause in the said Court wherein The Farmers National Bank of Annapolis, is Complainant, and George W. Taylor et ux are Defendants,

the above bound Alex B. Hagner and Dulwitt Randall have ~~had~~ been appointed TRUSTEES 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 bounden Alexander B. Hagner and Dulwitt Randall do, and shall well and faithfully perform the trust reposed in them by the 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 remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

by A.B. Hagner in the presence of
L. G. Gaskins

by W. Randall and A. Randall in the presence of
Hugh Nelson

Alex B. Hagner {SEAL.}

Dulwitt Randall {SEAL.}

A. Randall {SEAL.}

C 70-631

No 632. Equity

Bank

v.

Taylor

Trustees' Bond

Not for Record

The within bond is in my opinion sufficiently secured.

J. H. Hodges

Oct 1st 1878

Filed & approved:
2 October 1878:

Wiggington Haswood
Clk

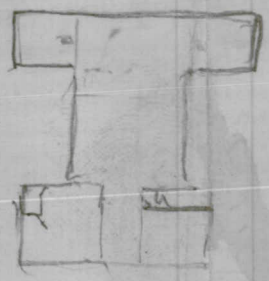
Thomas Rourke
assignee of
Thomas D. Brundge

No 653
Eqty

Mr. Harwood clk will enter the proceedings in this case. To the use of The Farmers National Bank of Annapolis, the same having been assigned to said Bank

Jas H. Hodges
M. Bannan
Solrs for Rourke, assignee

C70-631



No 653 Equity

Thomas Rowels
assignee

v

Geo W. Taylor
& others

Mr. Clk will
please file this
Bennett &
Hodges for
Rowles

Filed 15 July 1878

COMMISSIONER'S OATH.

You shall, according to the best of your skill and knowledge, truly, faithfully, and without partiality to any or either of the parties, take the examinations and depositions of all and every witness and witnesses produced and examined by virtue of the commission hereunto annexed, upon the interrogatories now, or which may hereafter, before the said commission is closed, be produced to and left with you, by either of the said parties. So help you God.

CLERK'S OATH.

You shall truly, faithfully, and without partiality, to any or either of the parties in this cause, take, write down and transcribe the depositions of all and every witness and witnesses produced before and examined by the Commissioners named in the commission hereunto annexed, as far forth as you are directed and employed by the said Commissioners, to take, write down, and transcribe the said depositions, or any of them. So help you God.

C70-631

Maryland, Set:

THE STATE OF MARYLAND,

To Wm. J. Iglehart & Thomas McCullough

of Anne Arundel County, GREETING:

KNOW, That we have appoined you to be our Commissioner, to examine evidences in a cause depending in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, between

Farmers National Bank of Annapolis

Complainant, and

George M Taylor & others

Defendants. We therefore require you, having first taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as Clerk to attend the execution of this commission, that at such time and place as to you shall seem convenient, you cause to come before you all such evidences as shall be named and produced to you by either the Plaintiff or Defendants; and that you examine them on their corporal oaths, to be by you administered upon the Holy Evangely of Almighty God, touching their knowledge or remembrance of anything that may relate to the cause aforesaid; and that you cause notice to be given to the parties, or their attorneys, of the execution of this commission, before you execute the same; and having reduced the deposition of the witnesses so taken by you, into writing, you send the same with this our commission, close under your hand and seal, to us in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, with all convenient speed.

Witness the Honorable OLIVER MILLER, Chief Judge of the Circuit Court for Anne Arundel County, this 15 day of April Anno Domini, 1878

Issued the 3 day of June 1874.

(Randall Hagner)

Sprigg Harwood
Clk

No 631 Equity

Farmers National Bank of Annapolis

vs

Connolly & others

George M Taylor & others

Com'n & Exhibits.

The Execution of this Commission will appear from certain Schedules thereto attached.

S. Thos. McCullough Com'r

Filed 4th day of June 1878

Order on Bank. Paid by S. Revell, Feb. 7-1879.

Costs $8.00 S. T. McC.

11

At the execution of the annexed Commission, issued out of the Circuit Court for Anne Arundel County, sitting in Equity, and directed to the standing Commissioners thereof, empowering and directing them to take and examine Evidence in a certain Cause therein depending, between the Farmers' National Bank of Annapolis, Complainants, and Geo. M. Taylor, and others, Defendants, the undersigned one of the standing Commissioners aforesaid, having met at his office, in the City of Annapolis, on Monday, the third day of June, 1878, did then and there, in the presence and by the direction of, the Solicitor for the Complainants, proceed to file with the Commission certain papers, marked Exhibits "Nos. 1," "2," "3," "4," "5" and "6" and "7" to be used by the Complainants: and did, also, proceed to file, at the same time, a certain paper marked Exhibit "No 1", to be used in the proceedings in the said Cause, by the Defendant, and herewith returned, &c.

And there being no witnesses pres-

ent to be examined, and the Solicitor for the Complainants desiring no further time for the production of other proofs, the undersigned, closed the said Commission, and herewith returns the same, under his hand and seal, this fourth day of June, Eighteen hundred and seventy eight.

S. Thos. McCullough. (Seal)
Comr.

This Assignment of Mortgage, made this eleventh day of March eighteen hundred and seventy eight, by Thomas Rowles of Howard County, Maryland witnesseth that in consideration of the sum of fifty ~~five~~ hundred dollars the said Rowles doth hereby grant and assign unto the Farmers National Bank of Annapolis Maryland all his right, title and interest in and under a mortgage from George M Taylor Joshua Brown Joseph McMarshall, Charles H Hopkins and others trustees to Thomas V Brundige dated November seventh eighteen hundred and seventy two and recorded in Liber S H No 7 fo 176 among the land records of said County and under the assignment of said mortgage from the said Brundige to the said Rowles dated February third eighteen hundred and seventy five and recorded in Liber S H No 8 f 537 &c among said Land Records, and all his right title and interest in said property.

Witness my hand and seal

Test Robt H Welch — Thos Rowles (Seal)

Maryland Anne Arundel County ss

I hereby certify that on this eleventh day of March eighteen hundred and seventy eight before the subscriber a Justice of the peace in and for said State and County personally appeared Thomas Rowles and acknowledged the foregoing instrument to be his act and deed

Robert H Welch J P

C70-631

Recorded 11th of March 1878

State of Maryland Anne Arundel County Sct

I hereby certify that the foregoing is a true and true copy as taken from Liber G H No 11 folio 574 &c one of the Land Record Books of Anne Arundel County and

In Testimony whereof I hereto set my hand and affix the seal of the Circuit Court of Anne Arundel County this 3d day of June 1878

Spragg Harwood Clk

No. 631 Equity

Assignment of Mortgage

Thomas Rowles

to

The Farmers National Bank of Annapolis

Copy

No. 6.

This Exhibit W. Mitt the Com'r in No. 631 Equity, 3rd Term 1878.

S. T. McCallum Clk

Clerk

Filed 4th June 1878

12

Cost, 50c

Thos. Nat. Bank of Memphis
v.
Geo. M. Taylor et al

In Eqy
No 631.

Mr Harwood – Rule Geo. M. Taylor to show cause why the Answer, and issue Cont. for taking the Cont. for a. a. cp

Randolph & Hagan
Solrs

June 3rd

June 3rd – 1878

C70-631

No 631. Equity

Bank

v.

Taylor

Order for Def.

Replr & Cons.

Filed 3. June 1848.

The Farmers National Bank of Cumberland

vs.

George W. Taylor et al

In the Circuit Court for Anne Arundel County

In Equity

Aug Term 1878

This Case standing ready for hearing and being submitted

the Bill, Answers and all the other Proceedings were by the Court read and considered.

WHEREUPON it is, on this thirty first day of August in the year 1878 by Circuit Court for Anne Arundel County, in Equity and by the authority of ~~this Court~~, adjudged, ordered and decreed, that unless the Defendants, or some of them, shall, on or before the first day of October next, pay, or bring into this Court to be paid unto the Complainant, the sum of nine thousand seven hundred and thirty one dollars and seventy seven cents with interest thereon from the fifteenth day of Aug 1878 until paid or brought as aforesaid, together with the Complainant's costs of this suit, to be taxed by the Clerk of this Court, that the real estate in the proceedings mentioned be sold — Thos. Cole & W. Wagner and Wm. Wirt Randall, of Cumberland

That be, and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves with a surety or sureties to be approved by the Court, or a Judge thereof, or the Clerk of this Court in the penalty of twenty five thousand dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or which may be reposed in them by any future order or decree in the premises: They shall then proceed to make the said sale, having first given at least three weeks previous notice, inserted in some newspaper or papers published in the City of Cumberland and such other notice as they may think proper, of the time, place, manner and terms of sale, which terms shall be as follows: — One third part of the purchase money to be paid in cash on the day of sale, or after final ratification thereof by this Court — the residue in equal deferred payments ~~in and three months, six, nine and twelve months~~ one and two years — the whole purchase money to be a lien from the day of sale, except so much as may be paid on the day of sale and to be secured by the bonds of the purchaser to be approved by the Trustees.

And as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money, (and not before,) the said Trustees, by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her, or their heirs, the property to him, her or them sold, free, clear and discharged of all claim of the parties to this cause, and of any person or persons claiming by, from or under them, or any of them. And the said Trustees shall bring into this Court the money arising on 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 Trustees as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith they shall appear to have discharged this trust. — all questions as to the distribution of the proceeds of the sale of the ~~[illegible]~~ leasehold property leased in 1874, are reserved for further order of the Court together with all questions as to the right of Hopkins & Wilson as sub-lessees

(over)

Decree No. 5, folio 130 Dec. 2 1874 in the Matter of the Trustees under the lease, Exhibit No. 5, folio 130 Dec. 2 1874 in the Matter of the Trustees under the lease

C70-631

in the said property described in the lease of 1874.

E. Hammond

No 631. Equity

Jno Lucas et al

vs

Geo R. Taylor

et al

Decree

decree 31st August 1876

13.

We hereby request the Court to pass this Decree at this time.

Daniel Hagner for Complt.

Charles B. Hoblitzell

& Geo Lucas Solicitors

Joseph N. Marshall

Geo Taylor

Jas H. Brown

H. H. Trout for Marshall, Taylor & Brown

Geo Lucas

Lot for Lot Lessee & Mortgagee Lots.

Marshall
Taylor,
Brown
Hoffman

Thomas Hart Blake
of Annapolis

v.

Geo. M. Taylor
Horace M. Pinkard
& others

No 631. Equity

Cl. Cl. & A. A.
C.J.

Mr Hanford. Enter this Bill dismissed as to Horace M. Pinkard

Randall Hagner
Pro Cancellor

June 3/98.

C70-631

No 631. Equity

Farmers National
Bank of Annapolis
vs.
Geo. M. Taylor
Chas. M. Pinkard sup

Order to dismiss the
Bill as to Horace M.
Pinkard.

Pinkard } File this to
make the party on the
docket.

R. W. B.
for Defdts

Filed 3 June 1848

Brundige Claim v. Masonic Hall.

Amt. of Mortgage	$5.500.–
Int. to 3d Feb. 1838	165.
Int fm 3d Feb. to Mch 11. 1838 . . .	33.91
Insurance fr 1837.	24.75
do " 1838. . . .	24.75
	$5.748.41
By 2% off fr 3 yrs. = 6% . . .	330.
	$5.418.41
Add 1/4 per cent Comm. on $5418.41 . .	48.13
	$5.466.54
	21 4 50
add costs of suit &c. paid	$ 5 2 5 2 0 4
Jno. H. Hodges Esq. . . . but on $5218.13	78.05
recording assignment of policy, 1.50.	
and acknowledging same .30	1.80
	$5546.39
Credit. Paid by Music Hall – Int. $165.	
do do do Insurance 49.50	$ 214.50
	$5.331.89

Annapolis March 11. 1838.

Received from the Farmers Internal Bank of Annapolis, five thousand, four hundred and sixty six dollars and fifty four cents, in full of the amount agreed to be received by me on the Mortgage of Joshua Brown et al, Trustees to Brundige, and by Brundige assigned to me, with $165. and $33.91 further Interest, and charges for insurance, less the Credits as above; the said Bank agreeing to pay the Costs of advertising, and after suit in

the proceedings instituted by me, in the Circuit Court for A. A. County, to sell under the Mortgage and I hereby agree to execute all further instruments of writing essential to perfect the right of the Bank under the said proceedings, designed to be secured by the said assignment.

Witness
Jas. F. Hodges

Thos. Rowles

Statement of
Bank payments on
Bundelkhi budget

Filed 26 Dec 1878.

Test:—By order of the Board,

S. T. REDGRAVE,

oct.15-tf. Clerk.

Trustees' and Mortgagees' Sale

OF VERY VALUABLE

PROPERTY

IN ANNAPOLIS, MD.

BY virtue of a decree of the Circuit Court for Anne Arundel county, in Equity, dated August 31st, 1878, and passed in No. 631, Equity, a cause in said Court depending; and under and by virtue of the powers of sale severally contained in a mortgage from George M. Taylor and others, trustees, &c., to Thomas V. Brundige, dated November 7th, 1872, and the assignments thereof, recorded in Liber S. H., No. 7, f. 176, S. H., No. 8, f. 537, and S. H., No. 11, f. 574, &c., respectively, Land Records of said county; the undersigned, as trustees named in said decree, and as agents and attorneys for the Farmers' National Bank of Annapolis, the last assignee and present owner of said mortgage, will offer at public sale at the Court House door, Annapolis, on

Friday, Oct. 25th, 1878, at 12 o'clock, m.

the large and valuable property known as

THE MASONIC HALL,

OR

MASONIC OPERA HOUSE,

situated on the West corner of Maryland Avenue, and Prince George's street, in said city.

The property consists of a rectangular lot of ground, fronting forty feet on Maryland Avenue, and ninety feet on Prince George's street, subject to a ground rent of ninety-two dollars per annum, (with a privilege of purchasing the fee,) and improved by a large

THREE-STORY BRICK BUILDING.

The building was erected about six years ago, and is one of the largest and most valuable in the City of Annapolis: on its first floor is the United States Post Office and the RECORD printing office; on the second, the largest and most popular hall for public entertainments in the city, capable of accommodating over six hundred persons; and on the third, the lodge-rooms of various societies and orders. The rents derived from the various parts of the building average about $1,500, per annum.

In connection with said property, and at the same time and place, the undersigned will also offer at public sale the existing rights of the lessees in the adjoining lot of ground, and its improvements, under the lease thereof from A. Randall and wife, to George M. Taylor and others, trustees, &c., recorded in Liber S. H., No. 9, f. 122, &c., among said Land Records. The last named lot has a front of twenty feet on Maryland Avenue, and a depth of ninety feet.

TERMS OF SALE:—One-third part of the purchase money to be paid in cash on the day of sale, or of the final ratification thereof by the Court; the residue in equal instalments at one and two years; the whole purchase money, except so much as shall be paid on the day of sale, to bear interest from the day of sale, and to be secured by the bonds of the purchaser, to be approved by the trustees.

A. B. HAGNER,
J. WIRT RANDALL.
Trustees,
And Agents and Att'vs for the
Farmers' National Bank of Annapolis.

o8-15-22

NOTICE OF ELECTION.

NOTICE IS HEREBY GIVEN to the Judges ... to the voters of Anne ... will be held

ATTORNEYS AT LAW,

25 Lexington Street,

BALTIMORE.

JOHN IRELAND,

ATTORNEY AT LAW,

No. 2 Church Circle,

ANNAPOLIS, MD.

Offers his professional services to the public generally. All business intrusted to him will be promptly attended to.

FERDINAND MULLAN,

ATTORNEY AT LAW,

ANNAPOLIS, MD.

OFFICE—STATE HOUSE CIRCLE.

☞ Collection of claims promptly attended to.

J. WIRT RANDALL,

ANNAPOLIS, MD.

ATTORNEY AT LAW,

And U. S. Register in Bankruptcy for Fifth Congressional District.

Information as to the provisions and operations of the Bankrupt Acts promptly furnished on request.

JAMES HOPKINS,

Cor. of Main and Francis Streets,

DEALER IN

FIRST-CLASS FAMILY GROCERIES.

Satisfaction in Quality and Price guaranteed.

STOCK RENEWED FROM WEEK TO WEEK.

THEREFORE OUR GOODS ARE FRESH.

Brown and White Sugars,

Direct from the refinery.

Java and Rio Coffees,

Direct from importer's hands.

China and Japan Teas,

Direct from New York importers.

SPICES, ESSENCES, EXTRACTS, etc.,

HOUSEHOLD NOVELTIES,

LAMPS AND CHIMNEYS

OF ALL KINDS.

Kerosene and Fluid Oils,

Glass and Crockery Ware,

Butter, Cheese, Lard, Eggs, etc.,

Fresh and in quantities to suit purchasers.

BOSS THOMPSON'S BLACKING,

Wholesale and Retail.

PAINTS,

Of all kinds, ready mixed, or mixed to order.

GLASS,

Of all sizes, or cut to suit purchasers.

EVERYTHING IN THE PAINTERS' LINE.

COUNTRY PRODUCE

Taken in exchange for goods or their value in cash.

When you want Groceries, etc., don't forget to go to the Cheap Store on the Corner.

JAMES HOPKINS, Annapolis, Md.

GENERAL INVITATION!

HOSIER

No 631 Equity

Answer of Annapolis
Lodge No 89 A. F. & A. M.
Jr - Hile Mas answer

Ireland &
Hodges
for respondents

Filed 3 June 1878.

to a decree for the sale of said mortgaged property - & enforce its lien thereon -

This respondent further answering says, that it is informed that by a proper construction of said first mentioned lease, the said Trustees has a right to mortgage said property - without let or hindrance from this defendant, and that by virtue of the same, all the interest of this defendant in the property covered by said mortgages is liable to be sold to liquidate the debt thereby incurred and that it is willing that the Court should pass such decree in the premises as may be right and just -

This defendant however insists that it is not a necessary party to this cause and prays that it may be hence dismissed with reasonable costs - All as in duty &c.

John Ireland
J. H. Hodge
Sol.rs for defendant -

No 5. - This respondent however does not admit the various and manifold statements in said bill, as to the agreements made between the said Randall and Wise, and the said Trustees prior to the granting of said leases or the legal construction, and deductions which the said complainant has seen fit to draw from the same -

It is admitted however that after the granting of said leases, that the said Trustees, did execute certain mortgages upon said leasehold property - and the improvements thereon referred to in complainants exhibit No 1. first to one Thomas D. Brundge, and afterwards to the said complainant - and it is informed that said first mentioned mortgage by various assignments is now held by the said Complainant - It is admitted that the greater portion of the money for which said mortgages were given is still unpaid, and is now over due, and that the said complainant is entitled

The Farmers National Bank of Annapolis vs George M. Taylor & others	No 631 Equity C. C. for A. A. Co.

The answer of "Annapolis Lodge No 89. Ancient Free and Accepted Masons" to the bill of complaint of The Farmers National Bank of Annapolis against this Corporation, and others in this cause exhibited — This defendant neither admitting or denying all the matters and facts, and conclusions of law set forth in said bill, but for answer to so much thereof as it deems it is material for it to answer, answering says —

It is admitted that Alexander Randall Esq and wife executed two leases to George M. Taylor and others trustees of certain lots in the city of Annapolis for the purpose of erecting thereon a large public building which said Leases are referred to in the complainants bill as Exhibits No 1 and

This Lease & agreement made this the 16th day of January in the year 1875. by George M Taylor, Charles A Hopkins Joseph M Marshall James A Brown & Joshua Brown Trustees of Annapolis Lodge No 89 Ancient Free & accepted Masons of the first part and Charles A Hopkins and Spedden V Wilson of Anne Arundel County State of Maryland of the second part = Whereas the said parties of the second part in contemplation of this case and agreement with the consent of the said parties of the first part have at their own expense erected a two story frame dwelling upon that Lot or parcel of ground situated south of and adjoining the building known as the Masonic Hall in the City of Annapolis, as shall hereinafter be more fully described And Whereas said building was erected in the Mutual interests of said parties of the first & second part, and for the purpose of accurately defining the various rights priveleges and immunities of said parties in the Lot and building aforesaid they have agreed to execute this instrument of writing — Now therefore in consideration of the premises the said parties of the first part do lease unto the said parties of the second part their heirs and assigns, all said lot or parcel of ground upon which said building is erected situated on the north west side of North East Street adjoining to southerly of the lot now occupied by the said Masonic Hall extending from said Masonic Hall the distance of twenty feet along the line of North East Street, with an average depth of ninety feet for the period of twenty years

C70-631

from the date of these presents. And the said parties of the second part in consideration of the use of said lot do hereby covenant and agree for themselves their heirs and assigns—

1st That the said parties of the first part their successors and assigns, shall during said period of twenty years have the clear full and undisturbed use of the second Story of said Building to be and by them as dressing rooms, in conjunction with the large room in said Masonic Hall which is used for giving Theatrical and other public entertainments, and for such other reasonable purposes to which the said parties of the first part shall see fit to apply them

2d. The said parties of the second part further covenant and agree that they will during the continuance of this Lease pay all taxes and assessments, that may from time to time be levied upon said lot of ground and the dwelling or dwellings thereon erected. 3d That they will further during the continuance of said Lease keep the second Story of said building in good and proper repair that they will permit such portion of said Lot as is not covered by said building to be used in common with them as a yard for the said Masonic Hall and that they will not permit intoxicating Liquors to be sold in said building during the continuance of said Lease. And the said parties of the first part for themselves their heirs and assigns covenant and agree that during the continuance of said

Lease that they will pay the ground rent which shall accrue from time to time upon said Lot. And it is herein further provided that at the termination of this Lease the said party of the first part shall either Lease said Lot to the said party of the second part or their assigns, for another period of twenty years subject to all the terms and conditions of this Lease or shall have the right to purchase of the said party of the second part their heirs and assigns the building aforesaid as follows, if the parties are not able to agree upon the value of said building, then each them shall appoint one appraisor to assess and value said property and should said appraisers be unable to agree then they the appraisors shall have the power to call in a third party as umpire and the decision of said appraisors shall be conclusive among the parties. In Witness whereof the said parties of the first and second part have hereunto set their hands and seals the day and year aforesaid.

Witness
W. H. Gassaway

Geo. M. Taylor (seal)
Chas. H. Hopkins (seal)
Jos. M. Marshall (seal)
Jas. A. Brown (seal)
Joshua Brown (seal)
Chas. H. Hopkins (seal)
S. V. Wilson (seal)

State of Maryland
Anne Arundel County, Set

I Hereby certify that on this the 16th day of January 1875

personally appeared before the subscriber a Justice of the peace in and for the State and County aforesaid George M. Taylor Charles A Hopkins, Joseph McMarshall James A Brown and Joshua Brown Trustees and Charles A Hopkins and Spedden V Wilson and did each acknowledge the foregoing instrument of writing to be their act and deed

Wm H Gaskaway JP

Recorded 22 January 1875

State of Maryland

Anne Arundel County Set

I hereby certify that the foregoing is a full and true Copy as taken from Liber S.H.No 9 folio 124 &c one of the Land Record Record Books 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 6th day of April 1878

Spragg Harwood
Clerk

No. 631. Equity.

Hottenstein & al
Pltffs

George M. Taylor
and others

to

Chas. A. Hopkins
and others

Copy

Defendants Exhibit
No 1.

Filed 6th April 1878
Treasurer's of June 1875
Filed this 6th Sept.

This Exhibit referred to in the
Com'r in No. 631 Equity
3rd June 1878 –
J. T. McCullough
Com'r

8 $1.50

The Farmers National Bank of Annapolis vs George M. Taylor et als	No 631 Eq. C. C. A. A. Co.

The joint and several answer of Thomas B. Brundige and Thomas Rowles to the bill of complaint of The Farmers National Bank of Annapolis against them and others in this cause exhibited —

These defendants not deeming it necessary to answer all the allegations and charges of the complainants, yet for answer to so much thereof as they consider material answering say —

They admit that on or about the 9th day of November 1872, that George M. Taylor Sorlie Brown, Joseph M. Marshall and Charles H. Hopkins Trustees for Annapolis Lodge No 89 ~~A.F.&A.M.~~ executed and accepted mesne in consideration of the sum of Five Thousand Five Hundred Dollars executed a mortgage to this defendant Brundige of certain leasehold property

in the city of Annapolis with the improvements thereon fronting forty feet on Doctor Street and extending back in rectangular form twenty feet, which said mortgage is recorded in L. N. No 7. Folio 176 &c Land Records of said County, a copy whereof is filed in this cause

They further admit that ~~that~~ on or about the third day of February 1875 that this respondent Brudzie for a good and valuable consideration granted and assigned all his right title and interest in said mortgage to this other respondent Thomas Rowles of Howard County And this respondent Rowles alleges that since the filing of the bill in this cause, that he for a good and valuable consideration has granted and assigned to the said Bank all his right title and interest in said mortgage by deed of assignment dated the 11th day of March 1878, and now of record in the Circuit Court for Howard County. He alleges and claims however that his said mortgage was the first lien upon said property and as such that the said complainants

had no right to make him a party to this suit, and that inasmuch as he has parted with his interest in the same Insolvent Bank, that he is no longer a necessary party to these proceedings.

These respondents therefore in consideration of the facts herein before set forth consent that this Court may pass such decree as may be proper in the case and pray that they may be both dismissed with their reasonable costs and as in duty bound.

M. Bannon
Saml. H. Hodges
Solrs. for respondents

No 631 Equity

Thos L. Bowdich
Thos Rowles
at suit
The Farmers Nat Bank
of Annapolis

Wm H. Clk will
file his answer
L. Bowie
Jas H. Hodges
Sol. for respondents
per H.

Filed 6 April 1878.

To the Honorable, the Judges of the Circuit Court for Anne Arundel County, in Equity:

The answers of Sheden V. Wilson and Charles ~~[illegible]~~ to the Bill of Complaint of the Farmers National Bank of Annapolis against ~~[illegible]~~ these ~~[illegible]~~ respondents and others filed in this Honorable Court, respectfully state:

That they admit the loaning of the parcel of ground, particularly described in Complainants Exhibit No 1, as charged in said Bill of Complaint, and also the lending of an amount of money by the Complainant to certain of these defendants for the purposes set forth in said Bill, and the further execution of the Mortgage (Complainants Exhibit No 2) to secure the payment of the same, and the changes in, and additions to, the said notes as charged, and that the same, besides the credits given, are still unpaid and due.

C70-631

Further answering, they also admit, as averred and charged, the execution of the mortgage to one Brundick and his assignment thereof, but as to the debt which that is intended to secure, being liquidated these respondents know nothing, and therefore neither admit nor deny the same.

These respondents also admit the execution of a second lease of the said Randall Mifes dated on the thirty first day of December Eighteen hundred and seventy four, a copy of which is filed as Exhibit No 5, to the same parties as the trustees of the Lodge of Masons as stated, in which said lease the said lessees were empowered to improve said property to the advantage of the improvements for the term of grand first leases, to rent and lease the same to that end, and subsequently, to wit: on the sixteenth

therein recited & their under the authority and conditions of the said sub-lease authorized as aforesaid & the original lease, are subject to, & in any wise responsible for, the payment of either of the said mortgage debts; to the detriment of these respondents, the debts having been contracted and the mortgages executed before the expiration of the said second lease, and the sub-lease thereunder.

These respondents therefore consent to a sale of the mortgaged premises subject to their rights under and by virtue of said sub-lease, which said rights they pray the Court to protect from harm and injury.

Answer in duplicate.

Jno: Nelson

Jeffrey Respondents:

Acme County, to wit:

I hereby certify that on this 4th day of April 1878, before me appeared

day of January Eighteen hundred and seventy five, in accordance with said power and authority the said lessees sub-leased the last mentioned parcel of ground to those respondents, under certain terms and articles of agreement freely contained in said ~~[illegible]~~ sub lease, a copy of which is herewith filed as a part of this answer, as Respondents Exhibit No. which said terms and agreements, so far as the same can be, have been fully and properly executed and carried out by these respondents, and by which the improvements upon the parcel of ground first leased have been greatly enhanced in value, and these respondents, in all respects are ready and willing to do and perform said terms and articles of agreement, as the same becomes incumbent upon them. They therefore deny that the demise of the ground upon which they are the sub lessees, or the improvements

No 631 Eqy

Chas H Hopkins,
S. V. Widrow et al
vs
Ft. Nat. Bank

Answer of
Robarts &c.

Filed 6 April 1878

5

the peace in and for said County personally appeared Charles H Hopkins, Case of the within named respondents and makes oath in due form of law, that the matters and things stated in the foregoing answer are true to the best of his knowledge and belief.

S. W. Thompson — J. P.

Thomas Bond
of Annapolis,
vs
vs
George W. Taylor,
et al.

No. 631 Equity.

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

The answer of James A. Brown, Administrator &c, of Joshua Brown, deceased, to the original and amended Bills, in this Cause, exhibited, This defendant, answering says, that he admits the death of Joshua Brown, since the filing of the original Bill, in this Cause & that he has been appointed and qualified as Administrator upon his personal estate.

He admits that he is related
3 with the said George W. Taylor,

and the other obligors named in the Bill, executed the two notes, & the renewals thereof, & the mortgage on the house are described in the Bill; and he asserts it is done for the sole of the mulgrupd purposes, as prayed in said Bill — and he prays that your Honor may protect the interests of his intestate in the premises —

And as in duty bound

S. Thos. McCullough
Sol'r for Ptff.

No 631 Equity

Farmers National
Bank of Annapolis,
vs
George M. Taylor
and others.

Answer of Geo.
E. Brown, adr.
of John Brown,
dec'd.

Filed 6th April 1878

This Assignment of Mortgage made this Eleventh day of March eighteen hundred and seventy-eight by Thomas Rowles of Howard County, Maryland witnesseth that in consideration of the sum of fifty-five hundred dollars the said Rowles doth hereby grant and assign unto The Farmers National Bank of Annapolis, Maryland, all his right, title and interest in and under a mortgage from George M. Taylor, Joshua Brown Joseph M. Marshall, Charles H. Hopkins and others Trustees ~~of~~ dated Thomas V. Brundige dated November seventh eighteen hundred and seventy-two and recorded in Liber S.H. No. 7. f. 176 among the Land Records of said county, and under the assignment of said mortgage from the said Brundige to the said Rowles dated February third eighteen hundred and seventy-five and recorded in Liber S.H. No. 8. f. 537 &c. among said Land Records; and all his right, title and interest in said property. —

C 70631

Witness my hand and seal

Test:- Thos Rowles (Seal)

Robt H Welch

Maryland Anne Arundel County ss:

I hereby certify that on this Eleventh day of March, Eighteen hundred and seventy-eight before the subscriber a Justice of the Peace in and for said State and County, personally appeared Thomas Rowles and acknowledged the foregoing instrument to be his act and deed

As J

Robert H Welch J.P.

No 631 Equity

assignment
of
Mortgage

Thomas Rowles
— to —
The Farmers
National Bank
of Annapolis

Rec'd for record the 11th day of March 1878. same day recorded in Liber SHS No 11 folio 574 &c one of the Land Record Books of Anne Arundel County and Examined by J Starwood Clk

Filed 6 April 1878

12 $1.50

Exhibit No. 7.

This exhibit H- with the Cause No 631 Equity, 3rd June 78, S. T. McCullough Clerk

Order Nisi.

FARMERS' NATIONAL BANK of Annapolis

vs.

TAYLOR, et. al., Trustees, and Annapolis Lodge No. 89, et. al.,

AND

FARMERS' NATIONAL BANK of Annapolis, Assignee of ROWLES

vs.

TAYLOR, et. al., Trustees (consolidated.)

ORDERED, That the sale made and reported by Alex. B. Hagner and J. Wirt Randall, Trustees and Attorneys in these consolidated causes, be ratified and confirmed, unless cause be shown to the contrary on or before the 25th day of November, 1878: provided, a copy of this order be inserted in some newspaper published in the City of Annapolis, once a week for each of three successive weeks before the 26th day of November, 1878.

The report states the amount of sales to be $6,025.

SPRIGG HARWOOD,
Clerk.

Test:—
SPRIGG HARWOOD, Clk.

o31-3t

C70-631

Office Anne Arundel Advertiser.

Annapolis, Nov. 25th 1878

I hereby certify that the annexed Order of Nisi was published in the "Anne Arundel Advertiser," a weekly newspaper, published in the City of Annnapolis, once a week for three successive weeks before the 26th day of November, 1878.

E. Riley for Wm H. Iglehart.

Bank
v.
Mahaiwe
Bank

Certificate of
Pub.n of adv.t.
Cited

Filed 25 Nov
1878.

Plain and Fancy Printing.

Visiting Cards,	Labels,
Show Cards,	Circulars,
Ball Tickets,	Bill Heads,
Legal Blanks,	Books,
Catalogues,	Pamphlets,
Handbills,	Posters,
Programmes,	&c., &.

Terms Cash.

Particular Attention Given to Book Work. Also to Plain and Ornamental Printing.

The Anne Arundel Advertiser,

ESTABLISHED 1870.

Advertisements Inserted at Liberal Rates. Subscription $1.00 per Annum, Cash.

Annapolis, Md., March 15 1878.

Mr James A Hodges, Trustee

To Wm. I. Iglehart, Dr.

Feby 28.	To Adv^g Masonic Hall 8 & 3 h.	$16.00.
	Rec^d Payment	
	Wm I Iglehart	
	Per Elliott	

C70-631

Annapolis March 11th 1878

M Bannon & Gd. H Hodges Solicitors

For Thomas Rowles Assignee

To Wm Bryan & Son Auctioneers Dr.

To Cash paid boy for ringing bell	$ .50
To " " " " posting bills	" .50
To " " for Postage by Mail	1.00
	$ 2.00

Recd Payment

Wm Bryan & Son

Auctioneers

C70-631

Carts

Bills ck

BOOK, CARD AND JOB PRINTING
NEATLY AND PROMPTLY EXECUTED,
Office, Second Story, Sun Iron Building.

"THE SUN,"

A MORNING PAPER,

Published Daily, (except Sundays,) at the South-east Corner Baltimore and South Streets.

The Immense Circulation of the Sun commends it to all as the very best Advertising medium available in this city and section of country.

TERMS OF ADVERTISING:

For 2 Lines,	1 day	40
" 3 "	1 day	50
" 1 Square (4 lines),	1 day	60
" 1 "	2 days	90
" 1 "	3 days	$1 20
" 1 "	4 days	1.50
" 1 "	5 days	1.80
" 1 "	1 week	2.10
" 1 "	2 weeks	3.90
" 1 "	1 month	6.00

☞ FOUR LINES constitute a SQUARE. If an advertisement exceeds four lines the price will be in exact proportion. All advertisements are payable at the time of their insertion. Marriage and Funeral Notices, twenty-five cents each, and must in all cases be endorsed.

The above prices are far less in proportion to the circulation, the main element of value in advertising, than those of any other daily paper in the city, or the world.

C70-631

"BALTIMORE WEEKLY SUN,"
PUBLISHED EVERY SATURDAY MORNING.
The Best and Cheapest Family Newspaper in the World.
Circulates in every State and Territory of the United States.
TERMS OF ADVERTISING—CASH IN ADVANCE—One square, (four lines or less,) sixty cents for each insertion, and fifteen cents for each additional line each insertion.

For the entire Edition of the Sun, Notices must be sent in before 7 o'clock, P. M.

We do not insure the insertion of any advertisement on any specified day or days, nor do we insure the number of insertions within the time required by the advertiser. Advertisements will, however, have their full number of insertions when the time can be made up, but when accidentally left out and the number of insertions cannot be given, the money paid for the omitted insertions will be returned to the advertiser.

Baltimore, Feb 16 1878.

Mr Jas H. Hodges
Annapolis

To A. S. ABELL & CO., Dr.

For Advertising in "THE DAILY SUN,"

9¼ Square Masonic Hall Property
2 wks 7 t $ 29.75

Received Payment for Paid by Ck No 674
A. S. ABELL & CO. Mch 28 78

☞ The proprietors claim the right of rejecting or modifying any advertisement, notwithstanding it may have been received at the counter, if deemed by them libelous or otherwise objectionable.

BOOK, CARD AND JOB PRINTING
NEATLY AND PROMPTLY EXECUTED,
Office, Second Story, Sun Iron Building.

"THE SUN,"

A MORNING PAPER,

Published Daily, (except Sundays,) at the South-east Corner Baltimore and South Streets.

The Immense Circulation of the Sun commends it to all as the very best Advertising medium available in this city and section of country.

TERMS OF ADVERTISING:

For 2 Lines,	1 day	40
" 3 "	1 day	50
" 1 Square (4 lines),	1 day	60
" 1 "	2 days	90
" 1 "	3 days	$1 20
" 1 "	4 days	1.50
" 1 "	5 days	1.80
" 1 "	1 week	2.10
" 1 "	2 weeks	3.90
" 1 "	1 month	6.00

☞ FOUR LINES constitute a SQUARE. If an advertisement exceeds four lines the price will be in exact proportion. All advertisements are payable at the time of their insertion. Marriage and Funeral Notices, twenty-five cents each, and must in all cases be endorsed.

The above prices are far less in proportion to the circulation, the main element of value in advertising, than those of any other daily paper in the city, or the world.

"BALTIMORE WEEKLY SUN,"
PUBLISHED EVERY SATURDAY MORNING.
The Best and Cheapest Family Newspaper in the World.
Circulates in every State and Territory of the United States.
TERMS OF ADVERTISING—CASH IN ADVANCE—One square, (five lines or less,) one dollar for each insertion, and twenty cents for each additional line each insertion.

For the entire Edition of the Sun, Notices must be sent in before 7 o'clock, P. M.

We do not insure the insertion of any advertisement on any specified day or days, nor do we insure the number of insertions within the time required by the advertiser. Advertisements will, however, have their full number of insertions when the time can be made up, but when accidentally left out and the number of insertions cannot be given, the money paid for the omitted insertions will be returned to the advertiser

Baltimore, Feb 16 1878.

Mr. Jas H Hodges

To A. S. ABELL & CO., Dr.

For Advertising in "THE DAILY SUN,"

9 1/4 Square Masonic Hall Property Lawyt $27.75

Received Payment for
A. S. ABELL & CO.
Feb 18/78 Wm H Reindl

☞ The proprietors claim the right of rejecting or modifying any advertisement, notwithstanding it may have been received at the counter, if deemed by them libelous or otherwise objectionable.

C70-631

Maryland, Set:

THE STATE OF MARYLAND,

To Thomas V. Brundige

of Baltimore City 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 third Monday of April next, to answer the complaint of

of the Farmers National Bank of Annapolis

against you in the said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable OLIVER MILLER, Chief Judge of the said Court, the 21 day of January 1878.

Issued the 4 day of February 1878.

(Randall Hagner)

Sprigg Harwood
Clk

C70-631

No 631 Equity

James National
Bank of Annapolis

vs

Subpa

Thomas V. Brundige
Balt City

5 00

Summoned
Philip McSnauden
Sheriff

Baltimore
12th February 1878.
Service admitted for
T. V. Brundige.
T. W. Brundige
Atty.

MORTGAGEE'S SALE
Of a Valuable Farm.

BY virtue of authority contained in a mortgage from R. Livingston Moss and wife, dated the 10th of July, 1875, and recorded in liber S. H., No. 9, folio 435, etc., of the Land Records of Anne Arundel county, I will sell at the Court House door, in Annapolis, on

Wednesday, 16th day of January, 1878,

at 12 o'clock, M., that tract of land lying in the Third Election District of said county, adjoining Hackett's Point, upon which the said Moss now resides.

The farm contains about 204¾ Acres, and is well adapted for market purposes, being immediately on the water. It has upon it fine Orchard of choice and well selected fruits, especially peach, and very many other advantages that make it a desirable farm.

The improvements comprise a large and comfortable newly built Dwelling, and the requisite farm buildings.

The terms of sale will be cash, or such as may be made with the purchaser, this being optional with the undersigned.

JOHN IRELAND,
Attorney for Mortgagee.

Wm. Bryan & Son, Auctioneers.

Annapolis, Dec. 26, 1877.

Know all Men by these Presents:
That we John Leland, Thomas Leland
and Thomas O. Walton of Annapolis
Maryland, 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 of Maryland 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, jointly and severally
firmly by these presents. Sealed with
our seals and dated this twelfth
day of January, Eighteenhundred and
seventy Eight.

Whereas by a power contained
in a mortgage from R. Livingston
and wife to Thomas O. Walton dated
the tenth day of July, Eighteen hundred
and seventy five, and duly recorded
among the land records of Anne Arun-
del County, authority is given to the
above bound John Ireland or Attorney
for the said Thomas O. Walton, to sell
said mortgaged premises in the event
of default in the conditions of said
mortgage or any one of the covenants

C70-631

of said Mortgage, and which default has been made:

Now the condition of the above Obligation is such, that if the above bounden John Leland do, and shall well and faithfully perform the trust reposed in him by reason of the said authority, as which may be reposed in him in the premises, then the above obligation to be void.

Test:
(Witness as to first & last
Richd H. Green

John Leland (Seal)
Thomas Leland (Seal)
O. W. Walton (Seal)

No 6447 Equity.

Thomas O. Walker

vs.

R. L. Woodruff.

Bond of two bailand

allowing for Mortgage

656

Filed 12 Jany 1878

The sending of this

Bond is good & suffi=

cient in my opinion

E. C. Gauto

Solr

George M. Taylor Joseph M. Marshall Spedden V. Wilson James H. Brown S. C. Handy et al vs. The Farmers National Bank of Annapolis, Md.	No 631 Equity In the Circuit Court for Anne Arundel County In Equity October Term 1877.

The defendants, George M. Taylor, Joseph M. Marshall, Spedden V. Wilson, James H. Brown, and Francis Claude Handy having been duly summoned to appear to the Bill of Complaint, and having failed to appear thereto.

It is thereupon this third day of November, eighteen hundred and seventy-seven, by the Circuit Court for Anne Arundel County sitting in Equity, and by the authority of this court adjudged, ordered and decreed, that the complainant is entitled to relief in the premises against said defendants. But because it doth not certainly appear to what relief the complainant is entitled, it is further adjudged and ordered, that a commis-

No. 531 Equity

Farmers National Bank of Annapolis

— vs —

George M. Taylor
James H. Brown
et al

Interlocutory Decree

Nov. 3rd 1877

sion or commissioners issue to the standing commissioners to take testimony in the Circuit Court of Anne Arundel in Equity or to our Selves, to take testimony to support the allegations of the Bill. —

Wm. N. Hagner
Judge of the Circuit Court

In the Circuit Court

For Anne Arundel County.

October Term, 1874.

Farmers National Bank of Annapolis

No. 1627. Trials

VS.

George M. Taylor
James H. Brown
Charles H. Hopkins
Joseph M. Marshall

Case nar &c

1874. Oct 17. Judgment by confession for $4666.50 current money, with interest from 15. October 1874.

Plaintiff's Cost $10.20 add Co. 1.20

Defendant's Cost, $

True copy, Test: Spriggs Harwood Clerk.

C70-631

Farmers Nat'l Bank
of Annapolis

v

Geo M Taylor and others

Judgt. Copy

Filed 26 Dec 1878

Maryland, Set:

THE STATE OF MARYLAND,

To Thomas V. Brundige & Thomas Rowles

of Howard 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 third Monday of January next, to answer the complaint of The Farmers National Bank of Annapolis.

against you in the said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable OLIVER MILLER, Chief Judge of the said Court, the 15 day of October 187[illegible].

Issued the 26 day of December 187[illegible].

(Randall Hagner)

Spriggs Harwood
Clk

C70-631

Jany 1878

No 631 Equity

The Farmers National
Bank of Annapolis

vs

Subpoena

Thos. V. Brundige Non Est
Thomas Rowles served on Thos Rowles
Howd Co. Jos Hunt
Sheriff

Recd Decr 27th 1877
Forthwith delivered
to Sheriff of Howard
County

Test L. J. Watkins
Clk

Maryland, Sct:

THE STATE OF MARYLAND,

To George M Taylor, James H Brown, Joseph M Pickard, Marshall Charles H Hopkins, Geddes V Welson, Horace M Pinkard, Dillande Handy.

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 Third Monday of October next, ~~next,~~ to answer the complaint of the Farmers National Bank of Annapolis

against you in the said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable OLIVER MILLER, Chief Judge of the said Court, the 15. day of ~~October~~ July 1877.

Issued the 11 day of October 1877.

(Randall Hagner)

Spigg Harwood Clk

C70-631

No 631 Equity

Farmers National
Bank of Annapolis

v. } Subpa

George M Taylor S
James H Brown S
Joseph M Marshall S
Charles H Hopkins N.E.
Speddin V. Wilson S
Horace M Pinkard N.E.
D Claude Handy S
Joshua Brown N.E.

cont.

Chas. H Hopkins N. E.
Horace M Pinkard N. E.
Joshua Brown N. E.
Lynwood Geo M Taylor
Jos. M Marshall, Speddin V
Wilson Jos. H Brown D C Handy
Thos. A Newell Sheriff

Maryland, Set:

THE STATE OF MARYLAND,

To Charles H. Hopkins & Horace M. Pinkard

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 Third Monday of January next, to answer the complaint of the Farmers National Bank of Annapolis

against you in the said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable OLIVER MILLER, Chief Judge of the said Court, the 15 day of October 1877.

Issued the 26 day of December 1877.

(Randall Hagner)

Spigg Harwood
Clk

C70-631

No 631 Equity

The Farmers National Bank of Annapolis

vs

Subpa

Charles H. Hopkins
Horace M. Pinkard

Charles H. Hopkins
summoned
H. M. Pinkard N. E.

J. B. Wells
Shff

This Instrument of writing made this the thirty first day of December in the year eighteen hundred and seventy four between Alexander Randall and Elizabeth B Randall his wife both of Anne Arundel County State of Maryland of the first part and George M Taylor, Joseph M Marshall, Charles H Hopkins and James S Brown of said State and County, and Joshua Brown of the County of Frederick and said State of the second part —

Witnesseth that the said party of the first part have leased unto the said party of the second part, their heirs or assigns all that lot or parcel of land situated in the City of Annapolis situated on North East Street, adjoining the lot now occupied by the building known as the Masonic Hall, beginning for the same at the south east corner of the said last mentioned lot and extending thence on the line of North East Street in a Southerly course the distance of twenty feet, thence running in a line at right angles to North East Street ninety feet, thence running at right angles to said last mentioned line twenty feet to said Masonic Hall thence with the line of said lot occupied by said Hall ninety feet back to the place of beginning; for the term of ninety nine years renewable forever beginning on the eighth day of April 1872

C 70-631

and ending on the eighth day of April nineteen hundred and seventy one, the said parties of the second part paying therefor on the eighth day of April of each and every year the net sum of forty dollars current money and all taxes of every description to be laid upon said lot of ground or any part thereof and upon this ground rent, and the buildings thereon erected, and the said parties of the second part do hereby covenant and agree for themselves their heirs and assigns that they will pay the said ground rent of forty dollars current money, annually as above stated and all taxes of every description to be levied upon said lot of ground or any part thereof and upon the ground rent hereby to be paid and upon all the buildings thereon erected — Provided always that this Lease is upon the express condition that if the said net rent and the taxes aforesaid or any part thereof to be in arrear in all or in part for the space of six months after any of them have become due and payable that then it shall be lawful for the said Alexander Randall his heirs and assigns and any of them to enter into the demised premises until all such arrears of rent and taxes, and interest thereon and every cost and charge incurred thereby are fully paid or to make distress for the said rent at the

option of the said Randall his heirs and assigns And the said Randall does hereby covenant and agree that the said parties of the second part their heirs successors and assigns may at any time upon the payment of the principal sum of six hundred and sixty six dollars $\frac{66}{100}$ dollars and all arrearages in rent taxes up to that day demand and receive in fee simple from the said Randall his heirs and assigns a deed duly executed acknowledged, prepared at the expense of the said parties of the second part their heirs and assigns and said Randall does hereby covenant and agree at instance and expense of the said parties of the second part that this lease shall be renewed by himself his heirs and assigns upon payment of all arrearages of rent and taxes thereon, And whereas the said parties of the second part have leased the said lot to be used in conjunction with the lot adjoining thereto upon which is now erected the said Masonic Hall for the use of Masonic Lodge No 89 A. F. and A. M. and whereas the said parties of the second part have borrowed from the Farmers National Bank of Annapolis and from other sources certain large sums of

money for the purpose of erecting said Masonic Hall and have made themselves individually responsible for the sums so borrowed and whereas it is the object of this instrument that the said party of the second part shall be secured as fully as possible from the liability incurred by them as aforesaid — Now therefore these presents further witness that the said lot of ground and any improvements which may by them be thereon erected subject always to the prior rights of the lessor herein shall be held by the said party of the second part in trust for the use and benefit of Amafodes Lodge No 89 Ancient Free and accepted Masons And it is herein further provided that the said party of the second part their heirs and assigns as Trustees shall hold said property receive the rents and profits therefrom with full power to rent lease Mortgage encumber sell assign and convey the same (subject as aforesaid to the lessors rights) to pay any debts or obligations incurred in erecting said Masonic Hall - And it is herein further provided that the said Trustees after the debts incurred by them in erecting and furnishing said Masonic Hall shall have been fully paid and satisfied

No. 631 Equity

Compl.'s Exhibit
No. 5.

Alex^r Randall Trustee

to

George M Taylor
and others

Copy

Filed 11 Oct. 1899

This Exhibit referred
to Com'r in No. 631
Equity, 3rd Term 1898.
S. S. McCullough
Com'r

Filed 4th June 1898

Cost $1.75

23

$$\frac{\sqrt{3}}{2}\left(\frac{1}{3}\right)$$

then the said party of the second part their heirs and assigns shall grant and convey to the said Annapolis Lodge No 89 A.F.A.M. their successors and assigns forever the lot of ground hereby leased together with all the buildings thereon In Witness whereof the said parties of the first and second parts have hereunto affixed their hands and seals the day and year first herein before written

Witness
Wm H Gassaway

A. Randall (Seal)
Eliz B Randall (Seal)
Geo M Taylor (Seal)
Chas H Hopkins (Seal)
Jas M Marshall (Seal)
Jas A Brown (Seal)
Joshua Brown (Seal)

State of Maryland
Anne Arundel County Sct

I hereby certify that on this the 31st day of December in the year eighteen hundred and seventy four personally appeared before the subscriber a Justice of the peace in and for the State and County aforesaid Alexander Randall and Elizabeth B Randall his wife and did each acknowledge the foregoing instrument of writing to be their act

and deed—

W. H. Gassaway J P

State of Maryland County of Anne Arundel Sct

I hereby certify that on this the 16th day of January in the year eighteen hundred and seventy five personally appeared before the subscriber a Justice of the peace in and for the State and County aforesaid A Randall, Eliz B Randall George M Taylor, Charles H Hopkins Joseph M Marshall Joshua Brown and James H Brown and did acknowledge the foregoing instrument of writing to be their act and deed—

W H Gassaway J P

Recorded 22d January 1875

State of Maryland Anne Arundel County Sct

I hereby certify that the foregoing is a full and true copy as taken from Liber A H No 9 folio 122 &c one of the Land Record Books of Anne Arundel County and

In Testimony whereof I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 19th day of August 1877

Sprigg Harwood

Clerk

And whereas it is the object of this instrument that the said parties of the second part, shall be secured as fully as possible for the liability incurred by them as aforesaid, or which may hereafter so by them be incurred — Now therefore these presents further witness that the said lot of ground and the buildings to be thereon erected, subject always to the prior rights of the lessor herein shall be held by the said parties of the second part in trust for the use and benefit of Annapolis Lodge Number eighty nine Ancient Free and Accepted Masons — And it is herein further provided that the said parties of the second part, their heirs and assigns as trustees shall hold said property receive the rents and profits therefrom with full power to rent lease mortgage, encumber and if necessary sell assign and convey the same subject as aforesaid to the lessors rights) to pay the debts incurred in erecting said building And it is herein further provided that the said Trustees shall collect the rents and profits accruing from said building, and together with such other sums of money which from time to time shall be given them for the benefit of liquidating the debt incurred in erecting said Temple and shall apply the same to the payment of said debt — And it is herein further provided that after all debts incurred in erecting and furnishing said building shall have been paid

charge incurred thereby are fully paid, or to make distress for the said rent at the option of the said Randall his heirs and assigns — And the said Randall does hereby covenant and agree, that the said parties of the second part their heirs and assigns may at any time upon the payment of the principal sum of fifteen hundred and thirty three dollars and thirty three and one third cents, and all arrearages of rent and taxes, up to that day demand and receive in fee simple from the said Randall his heirs and assigns a deed duly executed and acknowledged, prepared at the expense of the said parties of the second part their heirs and assigns, and the said Alexander Randall does hereby covenant and agree, at the instance and expense of the said parties of the second part, that this lease, shall be renewed by himself his heirs and assigns upon payment of all arrearages of rent and taxes thereon —

And whereas the lot aforesaid has been leased for the purpose of erecting thereon a Masonic Temple for the use of Annapolis Lodge No. 89 Ancient Free and accepted Masons — And Whereas the said parties of the second part have borrowed from the Farmers National Bank of Annapolis the sum of Ten Thousand Dollars, and propose to borrow other sums of money from time to time, such as may be necessary to erect said building, and have made themselves personally responsible for the sum of money so borrowed —

U S Int Rev 50c Stamp
A B. & B B R. 8th April 1872

This Instrument of writing made this eighth day of April in the year eighteen hundred and seventy two between Alexander Randall and Elizabeth B Randall his wife both of Anne Arundel County, and State of Maryland of the first part, and George M Taylor, Joshua Brown, Joseph M Marshall, Charles H Hopkins and James H Brown, of said State and County of the second part, Witnesseth that the said party of the first part, do lease unto the said party of the second part their heirs and assigns all that lot or parcel of land, situate in the City of Annapolis on the South West Corner of North East and Prince George Streets, fronting forty feet on North East Street, and running back, in a rectangular form ninety feet, along the line of Prince Georges Street with an average width of forty feet for the term of ninety nine years, renewable forever, beginning on the eighth day of April eighteen hundred and seventy two and ending on the eighth day of April nineteen hundred and seventy one, the said parties of the second part paying therefor on the eighth day of April, in each and every year, the net sum of ninety two dollars, and all taxes of every description, to be laid upon said lot of ground, or any part thereof and upon this ground rent, and the buildings thereunto to be erected — And the said parties

C70-631

of the second part do hereby covenant, and agree for themselves their heirs and assigns that they will pay the said ground rent of ninety two dollars annually as above stated, and all the taxes of every description, to be levied upon said lot, or any part thereof and upon the ground rent hereby to be paid and upon all the buildings thereon erected. And the said parties of the second part do further covenant and agree, to allow to be closed up, any windows, or opening in the South West Wall of any building erected or to be erected on this lot by any building to be erected by the party of the first part his heirs or assigns to whom also is hereby reserved the right to build against the said Wall and to close up the said Windows or openings in the said South West Wall Provided always and this Lease is upon the express condition, that if the said net rent and the taxes aforesaid or any part thereof be in arrear, in all or in part for the space of six months after any of them have become due and payable, that then it shall and may be lawful for the said Alexander Randall his heirs and assigns and any of them to enter into the demised premises, or any part thereof as in his former estate, and expel and remove the said parties of the second part their heirs and assigns, until all such arrearages of rent and taxes and interest thereon and every cost and

and the same shall be free from incumbrances of all kinds, then the said party of the second part trustees as aforesaid their heirs and assigns, shall assign and convey to the said Annapolis Lodge No 89 Ancient Free and accepted Masons their successors and assigns forever the property hereby leased together with all the buildings thereon erected—

In Witness whereof the said parties of the first and second parts have hereunto affixed their hands and seals the day and year aforesaid—

Signed sealed and delivered in the presence of [the note on the second page being first inserted]

D C Thompson

A Randall (seal)
Eliz. B Randall (seal)
Geo. M. Taylor (seal)
Joshua Brown (seal)
Joseph M Marshall (seal)
Chas. H Hopkins (seal)
Jas. H Brown (seal)

State of Maryland Anne Arundel County Set

On this thirty first day of July in the year 1872 before me the subscriber a Justice of the peace of the State aforesaid in and for the County aforesaid personally appear Alexander Randall and Elizabeth B Randall his wife and George M Taylor, Joshua Brown, Joseph M Marshall, Charles H Hopkins and James H Brown lessors and lessees in the aforegoing lease and acknowledged the same to be their respective act and deed—

D C Thompson J.P.

Recorded 12th September 1872

State of Maryland Anne Arundel County Set

I Hereby certify that the foregoing is a full and true Copy as taken from Liber S.H. No. 7 folio 84 &c one of the Land Record Books 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 7th day of August 1877

Spragg Harwood Clerk

No. 631 Equity
Complt.'s Exhibit No. 1

Alexander Randall
and wife
to
George M. Taylor
and others —
Copy

Filed 11 Oct. 1899

This Exhibit referred to in the Comm'r in No. 631 Equity, on June 3/78 —
S. T. McCullough
Comm'r.
Filed 4th of June 1878

Cost $1.50
9

be void and of none effect, otherwise to be of full force and virtue — Witness the hands and seals of the said parties of the first part the day and year aforesaid —

Geo M. Taylor (seal)
Joseph McMarshall (seal)
Chas H Hopkins (seal)
Jas H Brown (seal)
Joshua Brown (seal)

State of Maryland Anne Arundel County Set
Be it remembered that on this the third day of May in the year 1873 personally appeared before the subscriber a Justice of the peace in and for the State and County aforesaid George M. Taylor Joseph M. Marshall, Charles H Hopkins, James H Brown and Joshua Brown, and did each acknowledge the foregoing mortgage to be their act and deed, at the same time before me also appeared L G Gassaway Cashier of the Farmers National Bank of Annapolis and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth —

W. H. Gassaway (seal) J.P.

Recorded 30 of July 1873

State of Maryland Anne Arundel County Set
I hereby certify that the foregoing is a full and true copy as taken from Liber J H No 7 folio

No. 631 Equity

Compl.'s Exhibit No. 2.

George M. Taylor and others

vs

Farmers National Bank of Annapolis

Copy

Filed 11 October 1879.

This Exhibit fd with the Com'r in No. 631 Equity, on 3rd June 1878

S. T. McCullough Clk
Com'r.

Filed 4th June 1878

10 Cost $1.25

Note of record of the Land Record Books 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 7th day of August 1877.

Thos. J. Norwood
Clerk

8th day of April last the said Trustees parties of the first part do grant, convey, bargain and sell to the said party of the second part all their right title and interest to and in a lot or parcel of land situated in the City of Annapolis, on the southwest corner of North East and Prince George Streets fronting forty feet on North east street and running back in a rectangular form, ninety feet along the line of Prince George street, with an average width of forty feet improved with a three Story Brick Building, and known as the Masonic Hall,

To Have and to Hold the aforesaid described property to the said party of the second part, and their successors and assigns forever, together with the improvements thereon, and the rights and appurtenances thereunto belonging or in anywise appertaining — The lot and property herein mortgaged, being the property, built upon the said lot which was leased to the said parties of the first part by the said Randall and wife as aforesaid, and found recorded among the land Records of Anne Arundel County. Provided always that should the said parties of the first part pay the said promissory notes at their maturity, and all renewals thereof and substitutes therefor, whether for the whole or any part thereof with all the interest discounts costs and charges thereon then this mortgage shall

This Mortgage made this the third day of May in the year eighteen hundred and seventy three, between George M. Taylor, Joseph M. Marshall Charles H. Hopkins and Joshua Brown, of said State and County of Frederick (and Trustees of the Masonic Hall in the City of Annapolis) of the first part and the Farmers National Bank of Annapolis of said State and County first herein aforesaid. Witnesseth that whereas the said parties of the first part are indebted unto the said party of the second part in the just and full sum of Ten thousand dollars current money and in consideration thereof have passed to the said Bank their joint and several promissory notes each for the payment of five thousand dollars the one note dated September 25th 1872, and payable four months after date the other note dated October the 23d. 1872. and payable four months after date, and whereas the said parties of the first part are desirous of securing the payment of said notes, and all renewals thereof, and substitutes therefor, whether for the whole or any part thereof and whereas the money raised from said indebtedness, was used in erecting said Masonic Hall — Now therefore in consideration of the premises and in virtue of authority conferred the said Trustees in an instrument of writing executed by Alexander Randall and Elizabeth B. Randall his wife to the said Trustees, on the

To the Honourable,

The Judges of the Circuit Court for Anne Arundel County sitting in Equity.

The Bill of Complaint of The Farmers National Bank of Annapolis respectfully represents unto your Honors: That heretofore, to-wit: on or about the fifth day of April eighteen hundred and seventy-two, a certain Alexander Randall of said county was seized and possessed of certain lots of ground in the City of Annapolis, hereinafter more particularly described, and being so seized and possessed, certain George M. Taylor, Joshua Brown, Joseph M. Marshall, Charles H. Hopkins and James H. Brown of said county, defendants in this suit, made application to the said Randall for a lease for ninety-nine years of said lots for the purpose of erecting thereon a large building for public purposes.

That about the same time the said defendants applied to and requested your orator to lend them the sum of Ten Thousand Dollars

C70-631

upon their joint and several promissory notes, for the purpose of erecting the said proposed building upon the lots aforesaid; and, as a security to your orator, proposed promised and undertook to give your orator, (next after the lien of the lessor thereof for his rents &c.) the first lien upon said property, both upon the lots which they proposed to lease as aforesaid and upon the buildings which they proposed to erect thereon; and, in order that your orator might be the better satisfied and secured and that repayment of the said proposed loan and the establishment thereof as an antecedent claim on said property might be placed beyond peradventure, the said defendants proposed to your orator, promised and undertook, to make the lease itself, - for which they were negotiating, - a trust to them of the property aforesaid in favor of your orator as a preferred creditor and for the repayment of the said proposed loan with interest; and also as a still further inducement to your orator the said defendants proposed promised

and undertook to execute a mortgage to your orator of said lots and improvements and to give all and such other conveyances and assurances to your orator in the premises as might be demanded by your orator and as would give your orator unquestionable priority of lien on said property.

That after the aforesaid propositions of the said defendants had been duly considered, the same were accepted both by the said Alexander Randall and by your orator, and the said Randall agreed to lease to the defendants aforesaid the before mentioned lots on condition that your orator, of which the said Randall was then the attorney and a director, should be made secure in the lease of said property as prior encumbrancer in the manner and form proposed and promised by the defendants as aforesaid; and your orator agreed to lend to the said defendants the sum of Ten Thousand Dollars, as requested by them, on the conditions and security proposed by them, as aforesaid, and with the express stip-

ulation and compact that your orator should have its priority of lien established as aforesaid.

That accordingly a lease for ninety-nine years, renewable, was executed by and between the said Alexander Randall and wife of the first part and the said defendants, as Trustees, of the second part, of said lot of ground the same being situate in the City of Annapolis on the south-west corner of Prince George's and North East streets (the latter being now called Maryland Avenue) fronting forty feet on North-East street and running back on Prince George street ninety feet in depth;- which said Lease was executed the Eighth day of April Eighteen hundred and seventy-two and acknowledged the thirty-first day of July in the same year, as will appear by reference to a duly certified copy of said lease, herewith filed, marked Complainant's Exhibit No. 1., which and your orator's other Exhibits it is prayed may be taken and considered as parts of this Bill of Complaint

That intermediately, viz: between

the same to the payment of said debt.

And it is herein further provided that after all debts incurred in erecting and furnishing said building shall have been paid, and the same shall be free from incumbrances of all kinds, then the said party of the second trustees as aforesaid their heirs and assigns shall assign and convey to the said Annapolis Lodge No. 89, Ancient Free and Accepted Masons, their successors and assigns forever the property leased together with all the buildings thereon erected &c. —

as by the copy of said Lease herewith filed and marked Complainants Exhibit No. 1. will appear. —

And your orator further represents unto your Honors, that on the third day of May eighteen hundred and seventy-three the said defendants being still indebted unto your orator as aforesaid, and for the purpose of carrying out their aforesaid agreement and condition of said original loan, executed to your orator a mortgage of the premises aforesaid with a condition annexed thereto that it should

be void upon payment by the said defendants to your orator of the said notes and of all renewals thereof, as by a certified copy of said deed of mortgage herewith filed and marked Complainant's Exhibit No. 2. will more fully appear

And your orator further represents unto your Honors that said joint and several promissory notes were renewed from time to time as the same became due; that the name of Horace M. Pinkard was added to the first of said notes at one of the renewals thereof and the names of S. Claude Handy and Speddin V. Wilson were added to the second of said notes at one of the renewals thereof; that five hundred dollars has been paid to your orator on account of the principal amount of each of said notes and the interest or discount on each of them has been paid up to and upon the last renewals thereof; and your orator here with files copies of the last renewals of said notes each for the payment of Forty-five hundred dollars four months after the

the dates of said lease and of the acknowledgment thereof, your orator in compliance with their aforesaid agreement lent to the defendants aforesaid the sum of Ten Thousand Dollars in two installments and took from them their two joint and several promissory notes each for the payment of five thousand dollars four months after the date thereof; the first dated the twenty-second day of May eighteen hundred and seventy-two and the second dated the twentieth day of June eighteen hundred and seventy-two.

That by said Lease it is provided as follows:- "And whereas the said parties of the second part have borrowed from The Farmers National Bank of Annapolis the sum of Ten Thousand Dollars, and propose to borrow certain other sums of money from time to time such as may be necessary to erect said building, and have made themselves personally responsible for the sums of money so borrowed; and whereas it is the object of this instrument that the said parties of the second part shall be secured as fully as possible for the liability incurred

by them as aforesaid, or which may hereafter be by them be incurred. Now therefore these presents further witness that the said lot of ground and the buildings to be thereon erected, subject always to the prior rights of the lessor herein, shall be held by the said parties of the second part in trust for the use and benefit of Annapolis Lodge Number 89. Ancient Free and Accepted Masons. And it is herein further provided that the said parties of the second part their heirs and assigns as trustees shall hold said property, receive the rents and profits therefrom, with full power to rent, lease, mortgage, encumber and if necessary sell assign and convey the same (subject as aforesaid to the lessors rights), to pay the debts incurred in erecting said building.

And it is herein further provided that the said Trustees shall collect the rents and profits accruing from said building and together with such other sums of money, which from time to time shall be given them for the benefit of liquidating the debt incurred in erecting said Temple, and shall apply

date thereof to your orator, the first thereof dated the thirtieth day of October, eighteen hundred and seventy-six and the second dated the twenty-eighth day of November eighteen hundred and seventy-six (Complainants Exhibits Nos. 3. and 4.) and your orator avers and insists that no part of the principal of said debt, to-wit: the sum of nine thousand dollars, as represented by the last renewals of said notes, has been paid to your orator nor has any interest or discount thereon been received by him since the discounts aforesaid paid respectively on the last renewals of said notes, but that the whole of said balance of nine thousand dollars with interest as aforesaid remains due and owing unto your orator, although the times limited for the payment thereof in the conditions of the original loans and according to the tenor of the last renewals of the said notes have passed and payment has been duly demanded by your orator.

And your orator is informed and believes that after the execution of the said Lease and Trust in favor of your orator the said defendants or some of them

executed a deed of mortgage of said premises to one Thomas V. Brundige of Howard county, to secure the repayment of certain moneys alleged therein to have been borrowed by said defendants or some of them of said Brundige; and your orator is further informed and believes and therefore charges that the said Brundige hath assigned the same to one Thomas Rowles; or that the said Brundige, or Rowles, or both of them have or claim to have some lien on said property.

But your orator avers and insists that the aforesaid Lease was intended by the parties thereto, to have effect and operation as a trust in favor of your orator, as a creditor preferred specifically to all general or other creditors, except the lessor of said property; and to vest in the Trustees, therein named, the term, thereby created, charged with the payment of your orator's debt prior to all claims, debts and demands whatsoever against or under said Trustees, as such, or against said property, - save only those of the lessor aforesaid; and that the mortgage aforesaid to your orator was

given in execution of the aforesaid original agreement and for the purpose of giving your orator priority of lien as aforesaid; — and your orator is advised that said lease and mortgage did so operate, and will be considered as part of the original agreement by this court and carried into specific execution.

And your orator is informed and believes and therefore charges that the consideration set forth in the deed of mortgage to the said Brewdige, so as aforesaid assigned to the said Rowles, is in part a pretended and simulated one; that the debt therein mentioned, and to secure which the said mortgage pretends to have been executed, is much larger than the money actually loaned the mortgagors therein named by the said Brewdige. That the said mortgage debt therein mentioned was originally and has continued to be usurious and illegal both while the mortgage aforesaid was held by the said Brewdige and since its assignment to the said Rowles. That if a correct and equitable account

were had of the money actually lent by the said Brendige and of the money which has been paid to the said Brendige and to the said Rowles, under said mortgage, it would be found that the whole of said mortgage debt has been paid, or that the amount now claimed by the said Brendige or by the said Rowles, or both of them, to be due thereof is very greatly in excess of what is actually due.

And your Orator further represents unto your Honors that on the thirty-first day of December, eighteen hundred and seventy-four, the said Alexander Randall and wife executed to the said George M. Taylor, Joseph M. Marshall, Charles H. Hopkins, James H. Brown and Joshua Brown as Trustees a Lease for ninety-nine years renewable, of another lot of ground in said city, adjoining the first mentioned lot, herein before described, the same having a front of twenty feet on North-East Street and running back for the depth thereof a distance of ninety feet, a duly certified copy of which second

lease is herewith filed and marked Complainants Exhibit No. 5. That the trust in said last mentioned lease is set forth in terms as follows, viz:—

"And whereas the said parties of the second part have leased the said lot to be used in conjunction with the lot adjoining thereto upon which is now erected the said Masonic Hall for the use of Masonic Lodge No. 89. A. F. and A. M. and whereas the said parties of the second part have borrowed from The Farmers National Bank of Annapolis and from other sources certain large sums of money for the purpose of erecting said Masonic Hall and have made themselves individually responsible for the sums so borrowed and whereas it is the object of this instrument that the said party of the second part shall be secured as fully as possible from the liability incurred by them as aforesaid.

Now therefore these presents further witness that the said lot of ground and any improvements which may be erected thereon by them subject always to the prior rights of the lessor

herein, shall be held by the said party of the second part in trust for the use and benefit of Annapolis Lodge No. 89. Ancient Free and Accepted Masons. And it is herein further provided that the said party of the second part their heirs and assigns as Trustees shall hold said property receive the rents and profits therefrom with full power to rent, lease mortgage encumber sell assign and convey the same (subject as aforesaid to the lessors rights) to pay any debts or obligations incurred in erecting said Masonic Hall. And it is herein further provided that the said Trustees after the debts incurred by them in erecting and furnishing said Masonic Hall shall have been fully paid and satisfied then the said party of the second part their heirs and assigns shall grant and convey to the said Annapolis Lodge No. 89 A. F. and A. M. their successors and assigns forever the lot of ground hereby bound together with all the buildings thereon".

And your orator is informed and believes that the said Charles H.

Hopkins and Speddden V. Wilson claim some interest in the last mentioned lot.

Your orator further represents unto your Honors that he has become satisfied and he charges that the income received by the said Trustees from the property aforesaid, held by them under the two aforesaid leases, is altogether insufficient within any reasonable time to pay off your orators ~~indebtedness~~ claim aforesaid; and your orator is advised that he is entitled to have said property sold by decree of this court for the satisfaction of ~~the~~ said claim.

To the end therefore that the defendants hereinafter named may answer the premises as fully and particularly as if they were each thereunto specifically interrogated and that the said property, or so much thereof as may be necessary, may be sold by decree of this court for the payment of your orator's claim with interest as aforesaid, and that your orator may have such other or further relief in the premises as

his case and equity may require

May it please your Honors to grant unto your orator the writ of subpoena against the said George M. Taylor, James H. Brown, Joseph M. Marshall, Charles H. Hopkins Speddin V. Wilson, Horace M. Pinkard and D. Claude Handy of Anne Arundel County aforesaid, Joshua Brown of Frederick County, Maryland; Thomas V. Brundige and Thomas Rowles of Howard County, Maryland; and against the Annapolis Lodge No. 89, Ancient Free and Accepted Masons; commanding them and each of them to appear in this court, at some certain day to be therein named, to answer the premises, and abide by and perform such decree as may be passed therein, and as in duty. &c.

A. B. Hagner
Wirt Randall
Sol's for Complainant

No. 631. Equity

The Farmers National Bank of Annapolis

vs

George M. Taylor
James H. Brown
Joseph M. Marshall
Charles N. Hopkins
Spedden V. Wilson vs.
Horace M. Pickard
S. Claude Handy
Joshua Brown vs
Thomas V. Brundige
Thomas Rowles
Annapolis Lodge No. 89. Ancient Free and Accepted Masons.

Bill and Five Exhibits

Mr. Harwood:—
Please file them, docket the suit and issue for Defendants.—
Randall & Hagner
Sol. & for Complt.

Filed 11 Oct. 1877