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mortgage with the interest thereon the amount of which debt is five thousand dollars bearing interest from the fourth day of August in the year eighteen hundred and twenty and likewise to be applied to the payment of the complainants costs incurred by him in the prosecution of the suit and the commission to be allowed to the Trustee and the balance after satisfying the debt costs and Trustees commission to be paid over by the Trustee to the defendant, that Richard Peach he and he is hereby appointed Trustee to make sale of said mortgaged land and personal estate, who shall file in this Court a bond in the penalty of ten thousand dollars signed by himself and one or more securities, to be approved by the Chancellor conditioned for the faithful performance of said Trust and shall before he proceeds to sell in pursuance of this decree give notice of the time place and terms of sale by an advertisement in the National Intelligencer, once a week for three successive weeks before the day of sale, and that he shall on making sale receive the purchase money and that he shall as soon thereafter as convenient, make a report of his proceedings to this Court under affidavit he shall when the money is paid him for the mortgaged premises retain to his own use, such commission as may be allowed him by the Chancellor, pay the costs which the complaynant have been at in this cause, and shall pay over to the complainants the amount due them on said mortgage, and then pay the rest remaining if any there shall be to the defendant. Theodorick Bland, Ch.

True copy, Test, Ramsay Waters, Reg. Ches. Can.

Exhibit C.

William Holmes
vs
Walter S. Clarke

Prince George's County Court Judicials to April Term 1826 - Venditioni Exponas - Dt. $185 Dam. $200 ct. m. cost $5.95 - cost of that 6.50 Court Appeals cost $10.83⅓ add. Co. $4.86⅔ Int. from 8th. January 1813.
Test, Aquila Beall, Clk.

Copy of the Shff's return in the above case - Land sold to Francis Belmear June 17th 1826, for the sum of five hundred dollars and made and paid plaintiff in full - Thos. Osbourn, Shff.

A Schedule of the property of Walter S. Clarke taken by virtue of an execution issued out of Prince George's County Court at the suit of William Holmes. The property to wit part of a tract of land by name - Burgess Delight, and part tract of land called Hickory Thickett and Clarkes Fancy lying in Prince Georges County containing 275 acres and prized to at $10.00 per acre $2750 - Appraised this 17th day of June 1826. - Sworn appraisers.
Nathan Waters (Seal)
Samuel Waters (Seal)
Copy Test, A. Beall, Clk.

Exhibit D.

William Holmes
vs
Walter S. Clarke

Prince George's County Court April Term 1827 - Venditioni Exponas - Land sold to Francis Belmear motion for a writ of Habere facias possessionem and allowed.
Test, Aquila Beall, Clk. P. G. County Court -

And the Complainant at the same time filed with the said bill of complaint an Injunction bond in the words following -

Know all men by these presents, that we Caleb Clarke Thomas Magruder and Walter H. Willedry all of Prince George's County in the State of Maryland are held and firmly bound unto Francis Belmear and Richard W. Isaac, in the sum of one thousand dollars current money to be paid to the said Francis Belmear and Richard W. Isaac, their executors administrators or assigns to the true payment whereof, we bind ourselves and every of us our and every of our heirs executors and administrators jointly and severally for and in

June Term 1844.

the whole jointly by these presents sealed with our seals and dated this twelfth day of April eighteen hundred and twenty seven - Whereas the above bound Caleb Clarke hath obtained an Injunction to stay proceedings at Law, or a writ in the nature of a writ of Habere facias possessionem awarded by the Judges of Prince George's County to the said Francis Belmear, in the cause on the Judicial Docket of said County Court at April Term eighteen hundred and twenty six of William Holmes against Walter S. Clarke in pursuance of the act of Assembly passed at December eighteen hundred and twenty five entitled "an act to enable purchasers to obtain possession of lands and premises sold by sheriff, coroner and Elisors at public auction - Now the condition of the above obligation is such that if the said Caleb Clarke shall prosecute the said writ of injunction with effect and satisfy and pay as well the costs damages and charges that shall accrue to the said Francis Belmear in the Chancery Court or be occasioned by the delay of the execution of said writ as also the costs and charge that shall accrue to the said Richard W. Isaac in the said Chancery Court unless the Chancery Court decree to the contrary and shall in all things obey such order and decree as the Chancery Court shall make in the premises then the aforegoing obligation to be of none effect otherwise to remain in full force and virtue.

Caleb Clarke (Seal)
Thomas Magruder (Seal)
Walter H. Williams (Seal)

Signed sealed and delivered in the presence of Richard Peach -

I certify that the securities in the within bond are good and sufficient. 12th April 1827.
Richd Peach

And thereupon the Chancellor passed on the said bill of complaint an order in the words following -

No Injunction can be granted on the aforegoing bill.
Theodorick Bland, Chancellor -
12th. April 1827. -

Whereupon the State's writ of subpoena was issued as prayed for by said bill and afterwards to wit, on the 24th. day of April 1827, came Arthur Johnson and Nicholas Stonestreet, Esquires of counsel for the said defendants Francis Belmear and Richard W. Isaac, and in their behalf appeared to the said bill, and filed in the cause, the answers of the said defendants severally in the words following:

"The separate answer of Francis Belmear of Anne Arundel County to the bill of complaint of Caleb Clarke filed in the High Court of Chancery of Maryland.

This defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of exception to the manifold errors uncertainties and imperfections in the said complainant's bill contained for answer thereunto or unto so much and such parts thereof as he this defendant is advised it is material for him to answer unto he answers and says, that in regard to the mortgage mentioned in complainants bill (and marked his Exhibit A. from Walter S. Clarke to complainant and John Perkins, this defendant has no precise knowledge, but he verily believes that it was executed without consideration and for the purpose of defrauding the creditors of the said Walter S. Clarke as this defendant has previously heard the said complainant say - that the said Walter S. the mortgagor did not owe him the said complainant any part of the consideration mentioned in said mortgage as respects the proceedings in Chancery for the foreclosure of said mortgage, and the decree for the sale of the property mentioned therein this defendant has no knowledge but he verily believes that the whole was but a continuation of the original