

DECREE

BELVA L. WISOTZKEY.....

NO. 14,204 EQUITY.

VS.

In the Circuit Court for Frederick County, Sitting as a Court of Equity.

OLIVER B. WISOTZKEY, ET. AL.....

JULY Term, 19 41.

The above cause standing ready for a hearing, and being submitted, the Bill, Answers, Exhibits.....

testimony.....and all other proceedings were by the Court read and considered and it appearing desirable to expressly reserve the rights of all of the

parties in and to the real estate described in these proceedings as Exhibit "No. 2" as the same may be affected by the agreement between John E. Wisotzkey and Oliver B. Wisotzkey, co-partners, dated August 16, 1939, a copy of which said agreement is filed with the Answer of Oliver B. Wisotzkey to the Bill of Complaint herein, which said rights of the said parties hereto, with the approval and consent of counsel in this cause, are expressly reserved for further consideration and adjudication by this Court.....

It is thereupon, this *3rd* day of *July*.....in the year nineteen hundred and *forty-one*..... by the Circuit Court for Frederick County, as a Court of Equity, and by the authority of said Court, adjudged, ordered and decreed, that the land and premises mentioned in these proceedings be sold, *free* from the claim of dower of the spouse of any of the joint-owners to these proceedings,

and that *Leslie N. Coblenz of Frederick County and J. Cleveland Krice of Washington County* be, and *they are* hereby appointed Trustee to make the said sales, and that the course and manner of *their* proceedings shall be as follows: *They* shall first file in the Clerk's office of this Court, a BOND to the State of Maryland; executed by *them* with a surety, or sureties, to be approved by the Court, or the Clerk, thereof, in the penalty of *four thousand* Dollars, *if corporate surety is given and eight thousand dollars if personal surety is given*, conditioned for the faithful performance of the trust reposed in *them* by this decree, or which may be reposed in *them* by any future order, or decree in the premises. *They* shall then proceed to make sale of the said Real Estate, having first given at least three weeks previous notice, inserted in some newspaper printed in Frederick County, 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 *half* of the purchase money to be paid in cash on the day of sale, or on the ratification thereof by the Court, the residue in *six months from the day of sale*.....the purchaser or purchasers giving his, her, or their notes, with approved security and bearing interest from the day of sale, *or all cash at the option of the purchaser or purchasers*

and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed, and on the ratification of such sale or sales by the Court, and on payment of the whole purchase money, and not before, the said Trustee by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of the said property, and to his, her or their heirs, the property to him, her or them sold, free, clear, and discharged of all claim of the parties to this cause, and of any person or persons claiming by, from, or under them; and the said Trustee shall bring into this Court the money arising on such sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commission to the said Trustee as the Court shall think proper to allow, on consideration of the skill, attention and fidelity wherewith *they* shall appear to have discharged *their* trust.

Arthur D. Willard

Filed July 2, 1941