

possessed, hereinbefore particularly set forth, and that they had a right to sell their respective interests in said real estate, on the 23rd day of July/^{1948,} entered into a Contract of Sale with Glen K. Willard and Mable May Willard, his wife, whereby the said Glen K. Willard and Mable May Willard, his wife, agreed to purchase the said real estate at the price and upon the terms and conditions fully set forth in an original copy of said Contract of Sale filed herewith as a part hereof, marked Exhibit "No. 5."

8. That as a result of an examination of the title to said real estate made preparatory to the proposed transfer and settlement of said real estate as provided by the said Contract of Sale, grave doubt has arisen as to the present marketability of the title to said property, it being contended that the interests of the said C. Anderson Warner, Laurean H. Warner and Margaret Warner Hays, the three surviving children of the said decedent, are contingent remainders and shall become vested remainders only if the said children survive the said Carrie M. Warner, widow of the said testator, and that by reason of the nature of the interests of the said Vendors to said Contract of Sale that the said interests cannot be conveyed to the purchasers named in said Contract of Sale except by the aid of your Honorable Court.

9. That the said Carrie M. Warner, life tenant, is becoming advanced in years and finds it increasingly difficult to obtain satisfactory tenants and to discharge all the problems of management in connection with the aforesaid real estate; that the rents and profits accruing from said real estate have been insufficient to provide a reasonable living for the said life tenant and to permit her to properly maintain and keep in a good state of repair the improvements on said real estate, and in several incidences