

Page, his wife, having received the aforesaid real estate by bequest from Nelly P. Page as noted in Exhibit No. 4.

5. That Parcel 1 of Exhibit No. 4 was transferred to the aforesaid Nelly P. Page by deed dated May 13, 1919 from John W. Mumford and Susan C. Mumford, his wife, the aforesaid deed being recorded among the Land Records of Frederick County, Maryland, in Liber 328, folio 288, a copy of which is attached hereto as Exhibit No. 5. That Parcel 2 of Exhibit No. 4 was transferred to the aforesaid Nelly P. Page by John W. Mumford and Susan C. Mumford, his wife, by deed dated December 27, 1919 and recorded among the Land Records of Frederick County, Maryland, in Liber 329, folio 310, a copy of which is attached hereto as Exhibit No. 6.

6. As noted in the aforesaid Exhibits 5 & 6, Parcels No. 1 and 2 were part of a tract of land described in a deed, Thomas Webster, Trustee, to John Sifford dated September 12, 1868 and recorded in Liber C.M. No. 2, folio 715, one of the aforesaid Land Records, known as the Webster lot which was sold to John W. Mumford and Susan C. Mumford, his wife, by William C. Kaufman in 1885. There is no deed from John Sifford to William C. Kaufman among the Land Records of Frederick County, Maryland. However, the aforesaid John W. Mumford and Susan C. Mumford, his wife, claim exclusive, quiet, peaceful, notorious and adverse possession of the aforesaid two (2) lots from the date of the sale in 1885 until the deed aforementioned dated 1919. That the possession of all of the subsequent owners, that is, Nelly Percy Page, Dudley M. Page and Myrtle M. Page, his wife, Irma A. Urner, Charles U. Price and Joseph W. Urner and Irma A. Urner, his wife, were exclusive, quiet, peaceful, notorious and adverse possessions dating back until 1885. That all of the aforesaid possessions were peaceable and under a claim of right and color of title back to at least 1885.

7. That by Contract of Sale dated July 17, 1977, a copy of which is attached hereto as Exhibit No. 7, Plaintiffs contracted to sell the aforesaid lots to Stephen William Colby and Kathryn Nainette Colby, his wife, but said Colbys have refused to take title claiming that said title is defective. Plaintiffs join said Colbys as Defendants herein because they believe, and therefore aver, that under said Contract of Sale, Colbys are the equitable owners of the property which is the subject of this suit.