

No 4947 Equity

Mortgage, the said party of the first part believed at the sale and subsequently when he signed the acknowledgment of purchase also believed that he, the said party of the first part was buying said real estate free, clear and discharged of and from the lien of said first mortgage and of and from every other and all liens whatsoever and in consequence thereof bid therefor the sum of Three thousand nine hundred and sixty dollars; and whereas since then said sale has been reported in said Equity Cause as made subject to said first Mortgage and the lien thereof. And whereas in consequence of the said mistake into which said party of the first part was led as aforesaid he was about to file objections to the ratification of said sale by said Court; and whereas the said parties of the second part are the only heirs at law of the said Basil Maynard deceased and as such are entitled to the surplus arising from said sale after the payment of the said second mortgage and whereas to avoid contention and litigation the said parties of the second part so being entitled to said surplus are willing to refund to the said party of the first part the sum of five hundred dollars of the said sum of Three thousand nine hundred and sixty dollars, so bid by him at said sale, provided he, the said party of the first part shall consent to the ratification of said sale as reported; and whereas the said party of the first part hath agreed to pay said sum of money so bid by him provided the said parties of the second part refund to him said sum of five hundred dollars.

Now these presents witness, that in consideration of the premises and in order to avoid and avert litigation with respect to the ratification of said sale, and for and in consideration of the sum of one dollar paid by the said party of the first part to the said parties of the second part, they the said parties of the second part do for themselves and their heirs and personal representatives hereby covenant, promise, and agree to and with the said party of the first part that they, the said parties of the second part will upon the ratification of said sale refund to said party of the first part the sum of five hundred dollars part of said sum of Three thousand nine hundred and sixty dollars and will upon the signing and sealing of these presents give to said party of the first part an order upon the Executor of the last will and testament of said Basil Maynard to pay to said party of the first part out of said decedent's estate said sum of Five hundred dollars with interest thereon from the date of said ratification of said sale to the time of the payment to said party of the first part by said Executor of said sum of money.

In consideration whereof the said party of the first part doth agree to and with the said parties of the second part that he will not object to the ratification of said sale but will allow the same to be ratified and will comply therewith as reported.

And it is hereby mutually agreed and understood that nothing herein contained is to be binding or effective until and unless the said order on said Executor is or shall be signed simultaneously herewith and shall be thereupon forthwith delivered to said party of the first part.

And the said parties hereto do like wise mutually agree to execute such other or further assurances or instruments as may be necessary to give full effect to the compromise and settlement herein and hereby intended to be consummated and determined.

Witness our hands and seals

Test,

James H. Clemson

Filed Apr. 25. 1884

Nicholas H. Clemson (Seal)

Scott H. Maynard (Seal)

Julia Maynard (Seal)

To Peter Gugumbeel Esqr

Executor of the last will of Basil Maynard decd - You will please pay to Nicholas H. Clemson out of the Estate of Basil Maynard decd, and out of the first moneys belonging to said estate that shall come into your hands the sum of five hundred dollars as per agreement of compromise of new date herewith. Said payment to be made to said Nicholas H. Clemson upon the date of the ratification of the sale in No 4947 Equity on the docket of the Circuit Court for Frederick County sitting in Equity, and if not then made the said sum of five hundred dollars to bear interest from the date of said ratification until paid; Said sum when so paid with the interest thereon to be in