

No. 6045 Equity.

Considered as part hereof, marked "Exhibit No. 1."

II. That your Petitioner entered upon the execution of the said trust and gave bond as required by law for the faithful performance of the trust referred in him.

III. That your Petitioner sold at public and private sale all of the personal property of the said Samuel Palmer, and that the same amounted to the gross sum of \$132.31.

IV. That the real estate so conveyed to your Petitioner as aforesaid (except a small part thereof) was at the time of said assignment encumbered by a mortgage executed by the said Samuel Palmer and Catherine, his wife, to a certain Ezra H. Lighter, which mortgage was duly recorded, as will appear by a Certified Copy thereof herewith filed, marked "Exhibit No. 2."

V. That the said Ezra H. Lighter consented to your Petitioner selling said land and premises free and clear of his mortgage lien thereon, but reserving his lien upon the proceeds of sale for the full amount of his mortgage debt and interest up to the date of its payment to him, as will appear by his said consent in writing herewith filed, marked "Exhibit No. 3."

VI. That as the lands conveyed to your Petitioner consisted of a number of contiguous parcels forming a desirable small farm as a whole, your Petitioner had the same surveyed in outline survey believing that the same would greatly help the sale of said lands, as will appear by the plat and description thereof herewith filed, marked "Exhibit No. 4."

VII. That your Petitioner after giving notice of the time, place, manner and terms of sale of said real estate by advertisement published in the "Valley Register," a newspaper published in Frederick County for more than three successive weeks prior to the day of sale, a copy of which is herewith filed annexed to the Memorandum of purchase, and also by handbills circulated in the neighborhood of the property, and pursuant to said notice attend on the premises on Saturday the 30th day of December 1892 at one O'clock P.M. and there offered said farm at public sale to the highest bidder, on the terms set forth in said advertisement and then and there sold the same to Henry Shephard, he being the highest and best bidder therefore, at and for the sum of Two Thousand dollars, and the said purchaser has obligated himself to comply with said terms of sale as will appear by his acknowledgment of purchase herewith filed, marked "Exhibit No. 5."

VIII. That the whole amount of the principal of said mortgage debt to the said Ezra H. Lighter is due, with interest thereon from the 30th day of March 1891 and that the age of the said Catherine Palmer, the wife of said mortgagee, is above fifty five years.

IX. Wherefore your Petitioner prays that said sale may be ratified and that he may such other and further relief as this case may require.

Exhibit No. 1