EXHIBIT NO. 5.

This memorandum of agreement, made this 8th day of September A. D. 1914, by and between Lillian R. Humphrey, individually and on behalf of her infant child Frank T. Humphrey, party of the first part, and Charles McC. Mathias, party of the second part.

Witnesseth--Whereas Amanda S. hedges, late of Frederick County, deceased, by her last will and testament, did devise her farm and woodlot hereinafter described to said Lillian R. Humphrey (Then Lillian R. Talbott) for life and after her death then to her children.

Now the said Lillian R. Humphrey, individually, and on behalf of her infant child Frank T. Humphrey, has agreed to sell to said Charles McC. Mathias party of the second part, subject to the ratification of this sale by the Circuit Court for Frederick County, sitting as a Court of Equity, all that farm and woodlot devised to said Lillian R. Humphrey as aforesaid, the farm containing 235 acres of land, more or less, and also the wood lot devised by said will, at and for the sum of Thirty One Thousand Dollars, ($31,000.00) upon the following terms--

One Thousand Dollars to be paid to Grayson H. Staley Agent, upon the signing of this contract, and One Thousand Dollars additional upon the ratification of this sale by the said Court after institution of proper proceedings to secure to said Charles McC. Mathias a good fee simple title to said property, free and clear of any claim of any person whomsoever, who might claim under these provisions of said will or who might claim from any person claiming under said will, and also from all taxes levied and all liens and encumbrances of any nature, and the balance to be paid on or before April 1st, 1915, to the trustee who may be appointed by said Circuit Court to execute the deed. The crops now growing upon said farm are reserved, and the wheat crop to be sown this season shall be the property of the party of the second part upon his paying the cost of seeding the same, including labor, seed wheat and fertilizer.

The party of the second part to have possession of said property upon paying the whole of the purchase money after ratification of this sale by said Court.

And said party of the second part obligates himself to comply with the terms of sale as before mentioned.

If, for any reason, said Court should refuse to ratify this sale, then said first payment of one thousand dollars shall be refunded to said party of the second part.

Witness our hands and seals the day and year first above written.

Signed

Lilliam R. Humphrey (seal)

Lilliam R. Humphrey (seal)

On behalf of her infant child Frank T. Humphrey.

Charles McC. Mathias (seal)

Witness--

Grayson Staley.

EQUITY SUBPOENA.

State of Maryland, Frederick County towit--

The State of Maryland--

To Frank Talbott Humphrey, infant, (residing with Lillian R. Humphrey,) (Frederick County, Maryland) of Frederick County, Greeting--

You are hereby commanded that all excuses set apart, you personally appear before the Judges of the Circuit Court for Frederick County, sitting as a Court of Equity, to be held at the Court House in Frederick, in and for Frederick County, on