

ACKNOWLEDGMENT OF PURCHASE.

I hereby acknowledge that I, the undersigned, P. Hanson Hiss Duncan, the purchaser of the tract of land mentioned in these proceedings, as financially unable to carry out my contract of purchase, and to complete the contract entered into by me, by paying the balance of the purchase money, and I hereby waive any and all rights that I might have, either in law or in equity to the deposit of Two Hundred Dollars (\$200.00) paid by me on the day of sale, and further waive any and all rights that I may have as purchaser of said property.

P. Hanson Hiss Duncan.

Witness--

Eleanor B. Pearce

The foregoing petition having been read and considered, it is thereupon this 6th day of November, in the year nineteen hundred and fifteen, by the Circuit Court for Frederick County, sitting as a Court of Equity, and by the authority thereof adjudged, ordered and decreed that the property hereinbefore reported to the Court as sold to P. Hanson Hiss Duncan, and the said sale reported to this Court for ratification, the Court being satisfied that the said P. Hanson Hiss Duncan has failed to comply with the terms of sale, as hereinbefore prescribed.

Glenn H. Worthington.

PETITION AND REPORT OF SALES.

To the Honorable, the Judges of said Court--

The petition of E. McClure Rouzer, Assignee of mortgagee, respectfully shows unto Your Honors--

(1) That on the 6th day of November, A. D. 1915, Your Honorable Court ordered the property mentioned in these proceedings re-sold at the risk of P. Hanson Hiss Duncan, after having been satisfied that the said P. Hanson Hiss Duncan, the purchaser at the sale heretofore made, was unable to comply with the terms of sale as herebefore set forth.

(2) That since said time your petitioner has procured a purchaser for said property in the person of one Christian W. Gross, who is financially able and willing to purchase the property mentioned in these proceedings, at and for the sum of Fourteen Hundred and twenty-one dollars and fifty cents, (\$1421.50) which is equal to the amount for which the property was heretofore sold to P. Hanson Hiss Duncan, less the \$200.00 deposit which the said P. Hanson Hiss Duncan has forfeited by his failure to comply with the terms of sale as heretofore set forth, and your petitioner files herewith as a part hereof an offer from the said Christian W. Gross, marked Exhibit A, whereby the said Christian W. Gross agrees to purchase said property at and for the sum of Fourteen Hundred and Twenty-seven dollars and fifty-cents (\$1427.50) as herebefore set forth.

(3) That Your petitioner believes that the sale hereinbefore reported to P. Hanson Hiss Duncan at and for the sum of Sixteen Hundred and Twenty-seven Dollars and fifty cents (\$1627.50) was a fair and equitable one, and that the amount realized from the said sale represents the full value for said property.

(4) That by accepting the offer of the said Christian W. Gross, your petitioner will receive the same amount for said property as he would have received if the said P. Hanson Hiss Duncan had complied with the terms of sale, and that there will be no financial loss in this matter if said sale to Christian W. Gross is completed, as herebefore provided.

Wherefore your petitioner prays that he may be authorized and empowered to accept said offer of Christian W. Gross to purchase said property, at and for the sum of Fourteen Hundred and twenty-seven Dollars and fifty cents (\$1427.50) and the said sale to Christian W. Gross may be ratified and confirmed by Your Honorable Court without the publication of the usual order nisi, provided the consent of the said Christian W. Gross and P. Hanson Hiss Duncan to the immediate ratification of said