

State of Maryland, Frederick County, to-wit:

I hereby certify that the foregoing is a true copy of the deed from George Smith, Trustee of Francis Thomas to Emeline Mateny, as the same is recorded in Liber B.G.F.No. 6, folio 370 &c., one of the land records of Frederick County, Maryland.

In testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Frederick County, at Frederick, Maryland, this 7th, day of August, 1913.



Filed Aug. 8-1913.

Harry W. Bowers
Clerk of the Circuit Court for Frederick County, Md.

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No. 7479 Equity.

Thomas C. Mateny, Assignee,
on
Petition.

In the Circuit Court
for Frederick County,
sitting as a Court of
Equity.

Opinion and Decree.

In the year 1891 Emeline Gardner, being the owner in fee of certain real estate at Petersville in Frederick County, consisting of a house and lots, and described in these proceedings, jointly with her husband, William A. Gardner, executed a mortgage thereof to the Franklin Savings Bank of Frederick, to secure the payment of a note for \$100.00 due that Bank by the mortgagers.

On February 13, 1895, the mortgage indebtedness was reduced to \$ 80.00 and a new note given the Bank by the mortgagers for that amount. On August 22nd, 1900, this above mentioned mortgage and new note for \$80.00 were duly assigned to Thomas C. Mateny, who sold the mortgaged property at mortgagee's sale, on March 19th, 1902, to Lorenzo S. Gardner for the purchase price of \$475.00.

Subsequently, on April 18th, 1902, Maud Gardner was, by order of Court, substituted as purchaser of property in place of Lorenzo S. Gardner, and on June 28th, 1902, the sale was finally ratified and confirmed. In the report of sale it is stated that Thomas C. Mateny, the assignee, had paid the interest on the mortgage note for the years 1898, 1899 and 1900, and that the entire principal and the interest thereon from August, 1898 were due and demandable. After the final ratification of the sale by the Court on June 28, 1902, nothing further seems to have been done in the case until July 3, 1915, when a petition was filed by Thomas C. Mateny setting forth that Maud Gardner, the substituted purchaser of the property, had paid no part of the purchase money. That the petitioner had paid the costs of the case, (\$28.00) on July 1st, 1902, and that his brother Elmer E Mateny, had reimbursed him the costs and had also paid him the principal and interest of the mortgage, in all about \$128.00 or \$130.00. That during the last ten or twelve years the said Elmer E Mateny had occupied the property as tenant, that while he paid no rent he had improved and repaired the buildings on the premises, had paid the taxes and insurance, amounting in all to \$511.30, and that the reasonable rental value of the property was about \$4.00 per month.

To this petition there was the affidavit of the petitioner as to the truth of its averments. On this petition and affidavit the Court passed an order, directing the said Maud Gardner to bring into Court the sum of \$475.00 with interest thereon from June 28th, 1902, or show cause to the contrary on or before August 25, 1915.

On August 2, 1915, Maud Gardner, under her full name of Evelyn M. Gardner, filed an answer to the petition denying that she owed the purchase money and setting up the claim that, by an arrangement with Lorenzo S. Gardner, the property was to be hers in return for her care and attention to William A. Gardner, who survived his wife, Emeline,