

the interest and advantage of both the infants and other persons interested therein, that the contract for the sale of the real estate of the late George J. Hoffman, now belonging to his children, four of whom are infants, namely, Miriam E. Chaney, Frank M. Hoffman, Henry C. Hoffman and George M. Huffman, made on their behalf by their mother, Hannah E. Huffman, to Thomas Sim Nusbaum and Ella M. Nusbaum, for the price of one hundred and fifty dollars (\$150.00) be ratified and confirmed by the Court.

It is thereupon this 28th day of March, 1917, by the Circuit Court for Frederick County, sitting as a Court of Equity, and by the Authority thereof, adjudged, ordered and decreed that the said sale of the real estate mentioned in these proceedings, be and the same is hereby finally ratified and confirmed. And it is further adjudged, ordered and decreed that H. Kieffer DeLauter, of Frederick City, be and he is hereby appointed Trustee to convey said real estate to the purchasers thereof; and that the course and manner of his proceedings shall be as follows; he shall first file in the Clerk's office of this Court, a bond to the State of Maryland, executed by him, with a surety or sureties, to be approved by the Court or the Clerk thereof, in the penalty of Three Hundred Dollars (\$300.00) conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future order or decree in the premises; and upon payment of the whole of the purchase money, and not before, the said trustee by a good and sufficient deed, to be executed and acknowledged agreeable to law, shall convey to the purchasers, Thomas Sim Nusbaum and Ella M. Nusbaum, his wife, the said real estate mentioned in these proceedings, free, clear and discharged of all claims of the parties to this cause, and any person or persons claiming by, from or under them; and the said Trustee shall bring into this Court, the money arising from said sale, to be disposed of under the direction of this Court after deducting therefrom, the costs of this proceedings.

Glenn H. Worthington.
JUDGE.

Filed March 28th, 1917.

Edward J. Smith, Assignee of
Mortgage from Mary F. Dudrear
to Sidney Sappington.

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No. 9600 EQUITY.
In the Circuit Court for
Frederick County
In Equity.

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To the Honorable, the Judges of said Court:-

The Petition and Report of Sales of Edward J. Smith, Assignee of a Mortgage from Mary F. Dudrear to Sidney Sappington, respectfully shows unto your Honors:-

First:-

That on the first day of February in the year 1872 Mary E. Dudrear then being indebted unto Sidney Sappington in the sum of eight hundred dollars, (\$800.00), did execute and deliver her deed of mortgage conveying unto the said Sidney Sappington a lot or parcel of land situated on the east side of the extension of South Walnut Street in Liberty-Town, in Frederick County, Maryland, to secure the payment of said indebtedness; to which mortgage there was a condition annexed that in the event the said Mary F. Dudrear should make default in the payment of said indebtedness as provided in said mortgage, it should be lawful for the said Sidney Sappington to sell the mortgaged premises by public auction for cash after giving at least twenty days notice of the time, place, manner and terms of sale in one or more newspapers published in Frederick County, as provided in said mortgage, which mortgage was subsequently assigned by Mesne assignments unto your petitioner; all of which will fully appear by reference to a certified copy of said Mortgage and assignments herewith filed as exhibit No. 1, to this Petition and Report and which together with all other exhibits herewith produced, it is prayed may be taken and considered as a part of this Petition and Report.

Second:-

That default having been made in the payment of said mortgage debt within the time limited by the provisions of said mortgage, your petitioner as assignee of said mortgage, after giving bond with security for the faithful discharge of his trust, as required by law, and giving twenty days public notice of the time, place, manner and terms of sale by advertisements inserted once a week in