

The petition of the Citizens National Bank of Frederick, a body corporate, located and doing business in Frederick City, Maryland, filed on behalf of itself and of all other creditors of Charles H. Heffner who may come in and contribute to the expenses of the proceeding, respectfully shows unto your Honors:-

1st. That the said Charles H. Heffner, who has been duly adjudged a non compos mentis under the proceedings had in this cause, was at the time of said adjudication, for a long time prior thereto had been, and still is, indebted unto your petitioner on various promissory notes for money loaned, as follows:-

(1) On a joint and promissory note for the sum of Four Thousand Dollars (\$4,000.), bearing date on the 24th day of April, 1916, payable six months after date to the order of your petitioner; which note is signed by John S. Himes, Ida L. Himes, Charles H. Heffner and Minnie G. Heffner, with interest thereon from the 24th day of October, 1916 on the back of which is a power of attorney for confession of judgment signed by said parties; but which power of attorney has thus far never been used.

(2) A joint and sever promissory note for the sum of seventy-eight Hundred Dollars (\$7800.) bearing date on the 4th day of May, 1916, payable six months after date to the order of petitioner, signed by Charles H. Heffner and Minnie G. Heffner, with interest thereon from the 4th day of November, 1916,

(3) On a joint and several promissory note for the sum of Ninety-one Hundred Dollars (\$9100.), dated on the 23rd day of August, 1916, payable on November 4, 1916, to the order of petitioner, and signed by Monon Steam Laundry, Charles H. Heffner, Proprietor, Charles H. Heffner and Minnie G. Heffner, with interest thereon from November 4, 1916; on the back of which note there is also a power of attorney for confession of judgment signed by said parties, but which power of attorney has thus far never been used.

(4) On a joint and several promissory note for the sum of Seven Hundred and Seventy five Dollars (\$775.), bearing date on the first day of September, 1916, payable on November 4, 1916, to the order of petitioner, signed by Charles H. Heffner and Minnie G. Heffner, with interest due thereon from the 4th day of November, 1916; for the payment of which said Charles H. Heffner pledged 18 shares of the preferred stock of the Hagerstown & Frederick Railway Company and 17 shares of the common stock of said Company. That all of said notes are renewals of pre-existing notes held by petitioner, and represent indebtednesses which existed for a long time prior to the respective dates of said renewals.

(5) A joint and several promissory note for the sum of Two Hundred Dollars (\$200.) bearing date on the 2nd day of September, 1916, payable sixty days after date to the order of petitioner, signed "Monon Steam Laundry, Charles H. Heffner, Minnie G. Heffner" on which interest is due from the first day of November, 1916.

All of which said indebtedness is past due, owing and unpaid, as will appear by reference to said notes herewith filed as exhibits 1, 2, 3, 4 and 5, and which, together with all other exhibits herewith produced, it is prayed may be taken and considered as part of this petition.

2d. That in addition to the indebtedness due your petitioner, the said Charles H. Heffner, your petitioner is informed and believes, is also indebted unto divers other persons in various amounts.

3d. That under the proceedings heretofore had in this cause, Minnie G. Heffner and John S. Newman have been by your Honorable Court appointed, and have duly qualified as, Trustees of the estate of the said Charles H. Heffner, and are now acting as such. WHEREFORE, your petitioner prays your Honors to pass an order directing said Trustees to make sale of the estate, real and personal, of the said Charles H. Heffner, or of so much thereof as may be necessary to pay the claims of your petitioner and of such