

TRUSTEES First Report of Sales & Order Nisi thereon.

Minnie G. Heffner, wife and
next friend of Charles H.
Heffner.

Vs.

Charles H. Heffner.

No. 9533 EQUITY.

In the Circuit Court for

Frederick County,

In Equity.

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To the Honorable the Judges of the Circuit Court for Frederick County, sitting as a Court of Equity. The first report of sales of Minnie G. Heffner and John S. Newman Trustee, heretofore appointed in this cause, and directed by the decree of your Honorable Court passed herein on the 29th day of January, 1917, to make sale, at either public or private sale, of the personal or real estate of Charles H. Heffner, or so much thereof as might be necessary for the payment of his debts &c. respectfully shows unto your Honors:-

1st. That after giving bond with security for the faithful discharge of their trust as required by the decrees of your Honorable Court, they did on the 9th day of February, 1917, enter into an agreement in writing with John L.M. Green, of Frederick City, in which agreement Minnie G. Heffner joined individually; by which, subject to the ratification and approval of your honorable Court, said Trustees and said Minnie G. Heffner, individually, agreed to sell unto the said John L.M. Green, and said John L.M. Green agreed to purchase the Real Estate and premises lying and being on the East side of South Market Street, in Frederick City, Frederick County, State of Maryland, now occupied by the Monon Steam Laundry; and being the same real estate conveyed by Mary C. Price and husband to Charles H. Heffner and Henry B. Debring, by deed bearing date on the 1st day of October, 1902, and recorded in Liber D.H.H. No. 15, Folio 235, one of the Land Records of Frederick County (said Henry B. Debring having heretofore conveyed his interest in said property to said Charles H. Heffner, by deed bearing date on the 22nd day of April, 1915, recorded in Liber H.W.B. No. 312, Folio 388, one of said Land Records; and in which Mary E. Debring, wife of said Henry B. Debring, recently, by deed duly executed and recorded among the Land Records of Frederick County, released her potential right of dower unto the said Charles H. Heffner); and also the machinery, office furniture, equipment and good will, including the two horses and delivery wagons, harness &c. used in connection with, or belonging to, the business conducted under the name of the Monon Steam Laundry (a sleigh and an addressograph now on the premises excepted), at and for the sum of Eight Thousand Dollars (\$8,000.); Five Hundred Dollars (\$500.) of which the said John L.M. Green has paid into the hands of your Trustees, and the residue, namely Seventy-Five Hundred Dollars (\$7500.) he agrees to pay upon the final ratification of said sale by your honorable Court and the conveyance of said property to him by a good and sufficient deed free, clear and discharged of liens and encumbrances and the delivery of possession, with a further stipulation that fire, workman's compensation and boiler insurance premiums shall be adjusted to the date of the ratification of said sale by your honorable Court; as will fully appear by reference to a copy of said agreement herewith filed as exhibit "J.L.M.G." to this report; and which is prayed to be taken and considered as part hereof.

2dly. That the said Minnie G. Heffner individually joined in said agreement, for the purpose of evidencing her willingness and consent to a sale of said property discharged of her potential right of dower therein, agreeing to commute the same, and with the understanding that she be allowed out of the proceeds of sale her just proportion of the same as may be determined by your honorable Court, in accordance with her age and the circumstances of the case; she being now fifty-four years of age and in