

February, 1917, enter an agreement in writing with J. Clark Devilbiss and Margaret E. Devilbiss, his wife, 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 J. Clarke Devilbiss and Margaret E. Devilbiss, his wife, and said J. Clark Devilbiss and Margaret E. Devilbiss, his wife, agreed to purchase the real estate and premises lying and being on the North side of West Patrick Street, in Frederick City, Frederick County, State of Maryland, together with the improvements thereon, and all rights, ways, privileges and appurtenances thereto belonging or in anywise appertaining. Said property being now occupied by the said J. Clark Devilbiss and Margaret E. Devilbiss; and being the same real estate conveyed unto Charles H. Heffner by Henry B. Debring, et al., by deed bearing date on the 22nd day of April, 1915, and recorded in Liber H.W.B. No. 312, Folio 389, one of the Land Records of Frederick County, 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; said lot fronting on Patrick Street thirty-six (36) feet, more or less, with the depth of two hundred and sixty-one (261) feet, more or less. At and for the sum of Thirty-two Hundred and Fifty Dollars (\$3250.); Five Hundred Dollars (\$500.) of which the said J. Clarke Devilbiss and Margaret E. Devilbiss, his wife, have paid into the hands of your Trustees, and the residue, namely Twenty-seven Hundred and Fifty Dollars (\$2750.), they agree to pay upon the final ratification of said sale by your Honorable Court and the conveyance of said property to them by a good and sufficient deed free, clear and discharged of liens and encumbrances and the delivery of possession; as will fully appear by reference to a copy of said agreement herewith filed as exhibit "J.C.D." to this report; and which is prayed to be taken and considered as part hereof.

2bly. 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 good health and condition.

3dly. And your Trustees report the gross amount of sales for said real estate to be the sum of Thirty-two Hundred and Fifty Dollars (\$3250.).

All of which is respectfully submitted.

Minnie G. Heffner
John S. Newman Trustees.

State of Maryland, Frederick County, to-wit:-

I hereby certify that on this 24th day of February, in the year Nineteen Hundred and Seventeen, before me the subscriber, Clerk of the Circuit Court for Frederick County, personally appeared Minnie G. Heffner and John S. Newman Trustees, and made oath in due form of law that the matters and things stated in the foregoing report of sale are true as therein set forth.

Eli G. Haugh, Clerk.

(Filed Feb, 24, 1917)

(Final Ratification of Trustees.
filed March 19, 1917)

EXHIBIT "J.C.D." TO TRUSTEES SECOND REPORT OF SALES.

THIS AGREEMENT OF SALE, made and concluded this 23rd day of February, in the year Nineteen Hundred and Seventeen, by and between Minnie G. Heffner and John S. Newman, Trustees in No. 9533 Equity, in the Circuit Court for Frederick County, in Equity, and Minnie G. Heffner, individually, parties of the first part, and J. Clarke Devilbiss and Margaret E. Devilbiss, his wife, parties of the second part, all of Frederick County, State of Maryland, Witnesseth:-

That subject to the ratification and approval of the Circuit Court for Frederick County in the above mentioned Equity cause, said parties of the first part do hereby agree to sell to said parties of the second part, and said parties of the second part do hereby agree to purchase from said parties of the first part, all that real estate and premises situate, lying and being in Frederick County,