

same² that subsequently your trustees endeavored to procure a purchaser for the same at private sale, but were unable to effectuate a satisfactory sale of the same, until recently when they succeeded in entering into a contract for the sale of said property, subject to the ratification and approval of your Honorable Court, with Catharine C. Netnagle, who, has agreed to purchase the same at and for the sum of Fifty-five Hundred Dollars (\$5,500.), of which sum she has paid Five Hundred Dollars (\$500.) in cash, to your trustees and has agreed to pay the residue on or before the 10th day of January, 1919, as will fully appear by reference to the written contract for the sale of the same herewith filed as Exhibit C. G. N.

3rd. That your trustees after giving notice of the time, place, manner and terms of sale, by advertisements inserted in the "Daily News", a newspaper published in Frederick County, for more than three successive weeks before the day of sale, did pursuant to said notice attend at the Court House door, in Frederick City, Frederick County, Maryland, on Tuesday the 10th day of December, 1918, at the hour of 10.30 o'clock A.M., and then and there proceeded to sell the hereinafter described real estate, it being the remaining parcel and portion of real estate, which came into the hands of your trustees in this cause as follows, to-wit:-

Your trustees offered at public sale all that lot or parcel of ground, situate on the South side of West South Street, in Frederick City, Maryland, beginning at a point South Eighty-seven (87) degrees East 10 05/100 feet from the Northwest corner of the lot of ground formerly owned by Thomas M. Markell, and from the point of the beginning of the deed from Edward G. Lease to Charles H. Heffner dated December the 1st, 1914, and recorded in Liber M.W.B. No. 310, Folio 454, one of the Land Records of Frederick County, and running thence along the South side of West South Street, North Eighty-seven (87) degrees West, Forty-one and Five one-hundredths (41 5/100) feet, more or less, thence South South Seven (7) degrees West, One hundred and forty-two (142) feet, more or less; thence South Eighty-five and three-fourths (85 3/4) deg. East Sixteen and thirty-five one-hundredths (16 35/100) feet; thence South Forty-seven (47) degrees East, Twenty-three and eight-tenths (23 8/10) feet; thence North Seven (7) degrees East, One Hundred and Ten and two-tenths (110 2/10) feet; thence North Forty and one half (40 1/2) degrees East, Seventeen and six-tenths (17 6/10) feet to the place of beginning; it being the greater portion of the property heretofore conveyed to the said Charles H. Heffner by Edward G. Lease, by the deed above referred to, and a small portion of the real estate heretofore conveyed unto the said Charles H. Heffner, by Elizabeth Markell, et al., and being shown on the plat here with filed; it being the parcel of ground adjoining and lying immediately West of parcel Number Two (2) and a portion of parcel Number One (1) on said plat; and sold the same to Edward J. Smith, being then and there the highest bidder therefor, at and for the sum of Sixteen Hundred and Fifty Dollars (-1650.), and upon the terms of sale prescribed by the decree and set forth in the advertisements of sale.

And said trustees have taken from the said Edward J. Smith, his written acknowledgment of purchase, herewith filed as part hereof,

And your trustees report the gross amount of sales to be Seventy-one Hundred and Eighty-eight Dollars (\$7,188.),

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 14th day of December, in the year Nineteen Hundred and Eighteen, 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, the matters and things set forth in the foregoing Report of Sales, are true as therein stated to the best of their knowledge and belief, and that the sales therein reported were fairly made.

Eli G. Naugh
Clerk

THIS AGREEMENT OF SALE, made and concluded this 7th day of November, in the year Nineteen Hundred and Eighteen, by and 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 Catharine C. Netnagle, wife of Jacob Netnagle, party 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, the said parties of the first part do hereby agree to sell to said party of the second part, and said party of the second part does hereby agree to purchase from said parties of the first part, all that real estate and premises situate, lying and being in Frederick County, State of Maryland, fronting on said West side of South Market Street, in Frederick