

And it is further agreed as part hereof that the said Charles A. Collins surviving partner shall have full and complete right to perform all other duties and powers in and about collections, sales, notes, accounts and all other powers and duties accorded him as surviving partner to close and wind up the partnership affairs, not hereby specially waived by this agreement, without hindrance or interference of the said Lillie L. Grossnickle or any person acting for her.

And it is further agreed as part hereof, that the proceeds arising from the sale of the real estate named in this cause, after the costs, expenses etc, have been paid, and the share and interest of the said Charles A. Collins be paid to him, the amount remaining to be payable to the estate of George O. Grossnickle or those claiming through or under him, either by will or by Law shall be payable into Court and deposited on interest, subject to the rights of the parties and claimants thereto, to be determined by the Court of Courts, in this or any further cause, suit or matter in regard to the same, all rights being reserved as to said fund, the same as if said fund was real estate.

It being admitted that the allegations of the 6th paragraph of the Bill of Complaint so far as they affect or concern the sale of the real estate, are true.

Witness our hands this 3rd day of February, 1920.

(Filed February 4-1920)

Lillie L. Grossnickle Pec.
Individually, as widow, as executrix
and as guardian of her infant children.

Frank L. Stoner
Solicitor.

Geo. A. Pearre
Trustee and Executor.

Chas. A. Collins
Surviving partner.

Arthur D. Willard
Per C. A. Collins. - Solicitor.

(DECREE) No. 10064 EQUITY.

Lillie L. Grossnickle et al.

Vs.

Charles A. Collins
George A. Pearre Jr, Trustees.

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No. 10064 EQUITY.

In the Circuit court for Frederick

County, Sitting as a Court of Equity.
January Term, 1920.

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The above case standing ready for a hearing, and being submitted, the Bill, Answer, Exhibits Agreement of the parties and all other proceedings were by the Court read and considered and the Court being satisfied that the firm of Collins and Grossnickle is entirely solvent and own no debts, and that the real estate belonging to the late partnership cannot be divided between or among the parties interested without loss and injury and that it will eventually be necessary to sell the same.

It is thereupon, this 4th day of February in the year Nineteen hundred and twenty by the Circuit court for Frederick County, as a Court of Equity, and by the authority of said Court, adjudged, ordered, and decreed, that the land and premises mentioned in these proceedings be sold, and that Arthur D. Willard, George A. Pearre Jr, Frank L. Stoner, and Charles A. Collins of Frederick County, be, and they are hereby appointed Trustees to make the sales, and that the course and manner of their proceedings shall be as follows; They shall first file in the Clerk's Office of this Court, a BOND to the State of Maryland, executed by them with a surety, or sureties, to be approved by the Court, or to the Clerk thereof, in the penalty of Forty Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or which may be reposed in them by any future order, or decree in the premise, they shall then proceed to make