

written agreement with Calvin E. Schildknecht, by which, subject to the confirmation of your Honorable Court, they agreed to sell unto the said Calvin E. Schildknecht, the above described real estate, subject to the rights of the present tenant, and said Calvin E. Schildknecht agreed to purchase the same as aforesaid, at and for the sum of Twenty-thousand Dollars (\$20,000.00), and to pay Two Thousand Dollars (\$2,000.00) cash, and the residue, to wit; Eighteen Thousand Dollars (\$18,000.00), on or before the First day of April, Nineteen Hundred and Twenty-three; said purchaser to have the privilege of putting out the wheat crop in the fall of 1922, and to be entitled, upon the payment of the whole of the purchase money, to a conveyance by good and sufficient deed, conveying a good and marketable title, free, clear and discharged of all liens and encumbrances, but all being subject to the rights of the present tenant of said real estate; said written agreement being herewith filed as "Exhibit E."

5th. That it would be to the interest and advantage both of said infant and of the other persons interested in said real estate to have said contract confirmed by your Honorable Court, and to have said real estate, upon the payment of the whole of the purchase money aforesaid, conveyed to said purchaser, or to such person or persons as he may designate, by such person or persons as the Court may appoint for the purpose.

WHEREFORE, your Petitioners pray your Honorable Court to ratify and confirm the aforesaid contract of sale, and to appoint some person or persons to convey said real estate to the purchaser thereof, upon the payment of the purchase money aforesaid.

And for such other or other relief as the nature and equity of the case may require. And as in duty, etc.

(Filed Sept, 29-1922)

John S. Newman
Parsons Newman
 Solos. for Petitioners.

EXHIBIT NO. "A"

At the request of Abraham Fisher Jr. the following DEED was recorded December 5-1867.

THIS DEED, made this Fifth day of December in the year Eighteen Hundred and Sixty-Seven, by us Nathaniel Clary Jr. and Sarah A. Clary his wife, of Frederick County State of Maryland, W I T N E S S E T H :- That in consideration of the sum of Eleven Thousand five hundred dollars, We the said Nathaniel Henderson Clary Jr. and Sarah A. Clary his wife, do grant in fee simple unto Abraham Fisher, Jr, all the following described parcel of land lying in Frederick County, State of Maryland, being part of "Dispute Continued" part of the Resurvey on Darby's Delight" part of "Brandywine Springs Enlarged" and part of "Necessity" and included within the following outlines- Beginning at a Hackory tree the beginning of "The Resurvey on Darbts Delight" and running thence with it North, Sixty Eight Degrees East Sixty two perches North twenty Six Degrees West twenty four perches to the beginning of "Necessity" then North Sixty Eight and three fourths degrees East twenty perches, to the public road then with the road North twelve degrees West fifteen perches North twenty seven and a quarter degrees West thirty two perches North fifty two degrees West forty four perches North thirty nine and a half degrees West, Eighteen perches North thirty and three fourths degrees West forty perches North thirty four and a half degrees West Eleven and a half perches then leaving the road South fifty-five degrees West twenty seven and six tenths perches to the end of the fifteenth line of "Brandywine Springs Enlarged" then with it reversed South forty one degrees East thirty two perches South Sixty one degrees East fourteen perches then South forty five Degrees West seven perches to the end of the Eight line of "The Resurvey on Darby's Delight"