

Court in the above case.

3. That there was upon said real estate at the time of the execution of said deed of trust a mortgage for the sum of Fourteen hundred dollars (\$1400.00) executed by said John J. Staup to Milton G. Urner, Trustee, on the 4th day of March 1896, and recorded in Liber J.L.J.No. 13, folio 73, one of the Land Records of Frederick County, and which mortgage was the first and only lien upon said real estate at the time of the execution of said deed of Trust.

4. That in your Trustees' advertisement of said real estate they stated; "There is a mortgage of Fourteen hundred dollars (\$1400.) on the property at 5% which the purchaser can let remain is desired," and said J. Wesley Creeger has expressed a desire to have said mortgage remain, and the amount of said mortgage is Fourteen hundred dollars (\$1400.00) with interest from the 4th day of September 1908, at the rate of 5% per annum.

5. That in the sale of said real estate the said J. Wesley Creeger purchased said property at the price named, with the understanding, and which was also the understanding of your Trustees, that the same was the full value of the property and said mortgage was to be paid out of the said purchase money according to the terms of said deed of trust, but the said purchaser desiring to have said mortgage remain, and your Petitioner Milton G. Urner, who is, as Trustee, the mortgagee named in said mortgage, having invested trust funds he holds for the benefit of Mary M. Morris, under a decree of your Honorable Court in No. 6395 Equity, is also willing that said mortgage shall remain.

Wherefore your Trustees pray that they may be authorized and directed in the settlement with said J. Wesley Creeger, purchaser, to deduct from said purchase money the amount due upon said mortgage, and upon receiving from him the balance to execute to him a deed for said real estate subject to said mortgage; said mortgage to be and remain upon said real estate as a lien the same as it was prior to the execution of said deed of trust.

And that your Petitioners and Trustees may have such other and further relief to which they may be entitled, they will ever pray, &c.

Milton G. Urner
Emory L. Koblenz. Trustees.

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

I hereby certify that on this 27th day of March A.D. 1909, before the subscriber, Clerk of the Circuit Court for Frederick County, personally appeared Milton G. Urner, one of the above named Trustees, and made oath in due form of law that the matters and things in the foregoing Petition are true to the best of his knowledge and belief.

Samuel T. Heffner Clerk.

Upon the foregoing Petition, It is ordered by the Court this 30th day of March A.D. 1909, that the above named Trustees, Milton G. Urner and Emory L. Coblenz, be and they are hereby authorized and empowered to execute to J. Wesley Creeger, purchaser of the real estate mentioned in these proceedings, a deed for the said real estate sold him, upon receiving from him the difference between the amount due upon said mortgage at the time of settlement of the whole amount of the purchase money as reported by said Trustees, subject to the mortgage; said mortgage to be and remain in a lien upon said real estate as hereinbefore,

(Filed March 31, 1909)

John C. Motter.