SEVENTH; That on March 15, the said Charles A.Collins, and Frances M.Collins, his wife, executed a Mortgage to George A.PearremJr., Trustee, to secure the sum of Ten Thousand Dollars ($10000), loaned by the said George A.Pearre, Jr, Trustee, unto the said Charles A.Collins, which mortgage is a lien on the real estate described in Exhibit "C" aforesaid, and which said Mortgage is recorded in Liber No.341, folio 504, one of the Land Records of Frederick County, Maryland, the said George A.Pearre., Jr, Trustee, Mortgagee, being made a party Defendant to these proceedings.

EIGHTH; That on March 23, 1923, the said Charles A.Collins and Francies M.Collins, did execute another mortgage to the Citizens National Bank of Frederick, Maryland, to secure the sum of Ten Thousand Dollars ($10,000), loaned by said Bank to the said Charles A.Collinsmwhich said mortgage ia lien on the real estate described in Exhibits "C" and "D", hereinbefore mentioned mentioned, and which said mortgage is duly recorded in Liber No.341, folio 548, one of the Land Records of Frederick County, Maryland-- the said Citizens National Bank of Frederick, Maryland, M Mortgagee, being made a party Defendant to these proceedings.

NINTH; That on April 6, 1923, the Commercial State Bank of Frederick, Maryland, obtained a judgment for the sum of Eight Hundred Dollars ($800), against George C.Souder, John N.Souder, George W.Lakin and Charles A.Collins, being No.220 Trials, May Term, 1922, on the Law Docket of this Court, and recorded in Transcript No.19, folio 336, in the office of the Clerk of this Court which said judgment was on april 6, 1923, entered to the use of George W.Lakin and John N.Souder who are hereby made parties Defendant hereto as said judgment-Creditors.

TENTH; That on September 10, 1925, there was entered on the Law Side of this Court, a judgment for the sum of Thirty-two Hundred and Forty Dollars ($3240), in the name of Grayson H.Ramsburg, Administrator of the Estate of Lewis S.Ramsburg, against Charles A.Collins, said Judgment being No.244, Trials, May Term, 1925, and recorded in Transcript No.20, folio 373, in theoffice of the Clerk of this Court, which said Judgment was entered upon promissory notes, containing authority to any Attorney to confess judgment thereon, with authority was excerised, although it was seven days after the death of Charles A.Collins, and which judgment, your Orator is advised and so avers, is, therefore, null and void, under the law and the decision of this Court, in such cases made and provided-- the said Grayson H.Ramsburg, Administrator, being hereby made a party Defendant to these proceedings.

ELEVENTH; That the debts and obligations of the said Charles A.Collins amount to approximat ely Twenty-six Thousand Dollars ($26,000), and that, therefore, realizing this fact, and that the personal assets left by the said decedent were and are wholly insufficient to pay his debts, Frances M.Collens, Executrix, etc, aforesaid, on or about December 31, 1925, entered into contracts with Catherine C.Notnagle, one of the Defendants, whereby there was sold unto the said Catherine C.Notnagle, atvand for the sum of Twenty Thousand Dollars ($20,000), all the real estate described in Exhibit "C" (consisting of the land and premises mentioned in the deed from Mary Lee Bonnabel and husband, to Charles A.Collins, bearing date April 1, 1920, aforesaid), and whereby there were also sold to the said Catherine C.Notnagle, at and for the sum of Five Thousand Dollars ($5000), all the personal property of Charles A.Collinsmdeceased, "now located in the building or buildings at No.306 East Patrick Street, Frederick City, Maeyland" and making, in the aggregate, Twenty-five Thousand Dollars ($25,000), as more fully appears by reference to said Contracts, office copies of which are herewith filed as part hereof, marked, respectively, Exhibits "E" and "F".

TWELFTH; That, by said Contracts, the said Catherine C.Notnagle, paid the sum of One Thousand Dollars ($1000) in cash, on account of the purchase price of the real estate, aforesaid, and obligated herself to pay the balance of the purchase price, "Nineteen Thousand Dollars ($19000) upon the delivery to her of a good and sufficiend deed, conveying said property to her on or before the first day of February, in the year 1926," and further obligated herself to pay the