

the said Benjamin F. Rigler, Committee as aforesaid, did attend on the premises described in said mortgage, on Saturday, September 24, 1932 at 1 o'clock, P. M., and then and there offered said property, being all that tract or parcel of land, situate in Carroll and Frederick Counties, and containing 108 acres and 20 square perches of land, more or less, as described in said mortgage, but did not receive any bid whatsoever for the same, and could not, therefore, sell said property at said public offering.

2. That since the said property was offered at public sale, and no bid having been received therefor, and there being no prospect of a sale being made because of the depreciation in real estate and the absence of demand therefor, and the said mortgagors having acquired the mortgaged premises by purchase from said Paul C. Rigler, who took the purchase money mortgage herein, and the mortgagors being willing to reconvey or sell said mortgaged premises to the said Paul C. Rigler as hereinafter set forth, and the said Committee in order to prevent greater loss and to save as much of the corpus of the estate as possible for the benefit of said lunatic, the said Benjamin F. Rigler, Committee of Paul C. Rigler, as aforesaid, has sold the hereinbefore mentioned real estate at private sale unto the said Benjamin F. Rigler, Committee as aforesaid, to and for the use of the said Paul C. Rigler, non compos mentis, at and for the sum of \$4907.91, which sum is the amount of the mortgage indebtedness, with accrued interest to date of sale, and subject to the payment by the purchaser of the State and County taxes levied against said property in the year 1932, and upon the agreement between the said Benjamin F. Rigler, Committee, and the said mortgagors, that any balance of said mortgage debt remaining due, or the costs of these proceedings, as may be shown by an auditor's account to be stated herein, upon the ratification of said sale by this Court, shall be released as against the said mortgagors, it being understood that the consideration for said sale as herein set forth shall be the full and complete satisfaction of the aforesaid mortgage indebtedness and costs.

All of which is respectfully submitted.

Brown & Shipley  
Attorneys.

Benjamin F. Rigler  
Committee of Paul C. Rigler.  
*non compos mentis.*

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 19th day of October, 1932, before the subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared Benjamin F. Rigler, Committee of Paul C. Rigler, non compos mentis, and made oath in due form of law that the matter and things set forth in the foregoing report are true as therein stated, to the best of his knowledge and belief, and that the private sale herein reported was fairly and bona fide made.

In testimony whereof I hereunto set my hand and Notarial Seal the day and year last hereinbefore written.

(NOTARIAL SEAL)

Evelyn G. Marker  
Notary Public.

ORDER NISI.

(Filed Oct. 20, 1932)

Benjamin F. Rigler, Committee of	:	
Paul C. Rigler, Non Compos Mentis,	:	No. 6336 Equity.
Plaintiff.	:	In the Circuit Court
	:	
vs.	:	for
	:	
	:	Carroll County.
Joseph A. Smith and	:	
Annie R. Smith, his wife,	:	In Equity.
Mortgagors.	:	

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ORDERED this 20th day of October, 1932, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the private sale of the real estate made by Benjamin F. Rigler,