

specified in the Option, and is accompanied by the check of the said Ernest D. Michael and Hammond Clary, bearing date January 13, 1930, and payable to the order of your Petitioners, for the sum of One Thousand Dollars, (\$1,000), it being understood, of course, that the revenues from the property shall inure to your Petitioners, and no deed shall pass until the final settlement of April 1, 1931,

Eighth: That your Petitioners regard this as a most advantageous sale, and aver that it will be to the best interest of the estate to sell the property, since the beneficiaries of the trust fund are now receiving only Thirty Dollars (\$30) per month, for the reason that the entire trust property consists of the real estate, aforesaid, and two (2) shares of the Capital Stock of the Citizens National Bank of Frederick.

Ninth: That the estate has been economically administered by your Petitioners, neither one of whom has received any commissions or compensation for almost ten years, because of their desire to safeguard the trust fund, and to pay to the beneficiaries the said sum of Thirty Dollars (\$30) per month.

Tenth: That in addition to the prudent management of the trust fund by your Petitioners, one of whom is Mrs. Edith W. Main, the wife of Clinton E. Main, the creator of the trust, has only been able to maintain herself by reason of employment, which she secured with the Government, in Washington, District of Columbia, whereby she has supported herself and the child, born of her marriage with the said Clinton E. Main.

Eleventh: That your Petitioners believe, and so aver, that they can invest the net proceeds of sale, after the allowance of fees and commissions, in a way that will yield a larger return to the beneficiaries, and which will be to their interest and advantage.

ELEVENTH (a): The modification of the original proposition, referred to in Exhibit "H.C.", being the letter of January 17, 1930, from Mr. Hammond Clary, to Leo Weinberg, Esq., and also mentioned in the Sixth and Seventh Paragraphs herein, consists of the following:

"In the name of John L. Beall I would be interested in the Main property at the price of \$16,500.00 payable as follows:

"1,000.00 Cash

"\$1,000.00 for release of the small strip of land which the city desires provided it is necessary to give deed for this strip prior to April 1, 1931.

"\$14,500.00 Balance April 1, 1931.

"The purchaser to pay all curb and pavement expenses connected therewith."

ELEVENTH (b): That, as aforesaid, this modification is entirely agreeable to your Petitioner, as it accelerates the period of the final settlement, which would be postponed to a much later date under the original proposition, while it fully secures to your Petitioners the enjoyment of the property and its revenues until the final settlement is made on April 1, 1931, inasmuch as no deed will be passed until that time, and your Petitioners will be in possession of the property, receiving all benefits and income therefrom until the date, April 1, 1931, aforesaid, when the transaction will be consummated.

ELEVENTH (c): That in the event the small strip of land desired by Frederick City is not sold, then, of course, on April 1, 1931, the purchasers will pay the sum of Fifteen Thousand Five Hundred Dollars (\$15,500), to your Petitioners, which, with the deposit of One Thousand Dollars (\$1000), hereinbefore mentioned, will make the full purchase price.

TWELFTH: That your Petitioners, therefore, recommend to your Honorable Court the approval and ratification of the sale, upon the terms hereinbefore mentioned.

WHEREFORE, your Petitioner pray for the necessary power and authority to conclude the transaction, as hereinbefore described, and for such further and other relief as the nature of the case may require.

And as in duty, etc.

Leo Weinberg

Edith W. Main
TRUSTEES.

Leo Weinberg
ATTORNEY FOR TRUSTEES