

a sale of said Law Building property at this time, and that \$6500. to be advanced by the said Clara W. Wachter, is more than could now be procured on the security of the said Leo Weinberg's home property from any one other than his said sister, and that there is no reasonable prospect of obtaining for the holders of said promissory notes, through receivership involuntary sales and deficiency decrees under said deed of trust or through bankruptcy proceedings, more than fifty per cent of the principal of said notes, after the payment of the usual expenses of such sales and proceedings, and that consequently the acceptance of that percentage in full settlement of said notes would be advantageous to the holders thereof, and it appearing that the holders of the seven notes not held under trusts over which this Court has assumed jurisdiction have agreed to accept said proposed settlement, and the Court, by contemporaneous orders, for the reasons stated herein, having authorized the trustees respectively holding three of said notes, under trusts over which the Court's jurisdiction has been heretofore invoked, to join with said other note holders in consenting that the trustee under said deed of trust shall act as provided in the following order,

It is therefore, this 3rd day of February, 1936, by the Circuit Court for Frederick County, in Equity, adjudged, ^{and} ordered that Philip Wertheimer, Trustee under the deed of trust exhibited in this proceeding, shall, in conjunction with Leo Weinberg and L. Rae Weinberg, ^{the} his wife, grantors therein, convey to Ira J. McCurdy, Lucey E. McCurdy, Margaret Louise Fout and Mary Barbara Fout, joint tenants, it being represented to the Court that the said Ira J. McCurdy as purchaser desires that it be so conveyed, the Law Building property described in said deed of trust, upon his payment to the said trustee of the sum of \$18,000 therefor, the 1935 State, County and City taxes thereon, but no other taxes or public charges, to be paid out of the proceeds of said sale, and that the said Trustees shall receive from the said Leo Weinberg an assignment, for immediate payment, of his legacy of \$1000 under the will of his brother, Henry Weinberg, deceased, and also the sum of \$750, and from Clara W. Wachter the sum of \$6500, and shall thereupon, in accordance with the request of the said Leo Weinberg, and in conjunction with him and L. Rae Weinberg, his wife, convey his home property described in said deed of trust to his said sister, Clara W. Wachter, the 1935 State, County and City taxes on said property, but no other taxes or public charges thereon, to be paid out of said funds received by said trustee, and the said funds shall be applied by said Trustee to the amount of \$25000 to the payment of fifth per cent of the principal due on the promissory notes secured by said deed of trust, upon the delivery of said notes to him for cancellation, and the balance (approximately \$500) of said fund, after the payment of the said 1935 State, County and City taxes as aforesaid, which are stated to approximate a total of \$750, shall be paid to said Trustee and his Counsel, Benjamin B. Rosenstock, as Compensation for their services in promoting and consummating the settlement herein described.

Hammond Urner
Arthur D. Willard

(Filed February 3, 1936)

PETITION, ETC.

PHILIP WERTHEIMER AND HAMMOND CLARY, EXECUTORS UNDER THE LAST WILL AND TESTAMENT OF FRANCIS K. WERTHEIMER, DECEASED	"	No. 12,778 Equity.
	"	IN THE CIRCUIT COURT
	"	FOR FREDERICK COUNTY,
ON	"	IN EQUITY
PETITION	"	

TO THE HONORABLE JUDGES OF SAID COURT:

The Petition of Leo Weinberg respectfully shows:

FIRST: That his sister, Clara W. Wachter, has declined to advance the sum of Sixty-five Hundred Dollars (\$6500.00), as specified in the Decree filed herein February 3, 1936.