

JOSEPH W. L. CARTY,, the Party of the Third Part, as the Executor, granting to him an express power of sale to dispose of her real estate, in the event she had not done so, the proceeds of said sale to become part of the residue of her Estate, which said residue she directed to be divided as follows:

One-third to CHARLES HALLEY, one-third to BRADLEY T. HALLEY, and one-third to the children of EDWARD M. HALLEY: and

WHEREAS, the said CHARLES HALLEY is deceased, so that his share passes to his children who, with the said BRADLEY T. HALLEY and the children of EDWARD M. HALLEY, are the Parties of the First Part to this Agreement; and

WHEREAS, the said ELLEN C. CASTLE, in her lifetime, executed and acknowledged, a paper writing, bearing date March 4, 1927, purporting to be a deed, whereby she attempted to convey to her sister, ALVERTA T. MURPHY, the property No. 237 North Market Street, Frederick, Maryland, the only real estate which the said ELLEN C. CASTLE, owned, the validity of which said deed is being contested by the Parties of the First Part, except FRANK P. HALLEY, in No. 11960 Equity, on the Docket of the Circuit Court for Frederick County, as more fully appears by the proceedings of the Parties of the First Part, (except FRANK P. HALLEY) against the Party of the second Part, ALVERTA T. MURPHY, in No. 11960 Equity, aforesaid, and now pending in said Court; and

WHEREAS, a fire recently occurred at the property, damaging the same, thereby causing a loss, which is to be adjusted with the insurance company; and

WHEREAS all of the parties now desire to compromise said litigation, and to effect a family settlement, so as to avoid further trouble and expense, and, to that end, have agreed as follows:

FIRST: That a Decree shall be passed by the Circuit Court for Frederick County, in No. 11960 Equity, declaring the paper-writing of March 4, 1927, purporting to be a deed, null and void, and appointing ALBERT S. BROWN and LEO WEINBERG, ESQUIRES, Trustees, to sell the real estate described in said deed, and mentioned in the said proceedings, either at public or private sale, and to convey to the purchaser or purchasers thereof, by good and sufficient deed, the title to the said real estate.

SECOND: That, after deducting from the proceeds of said sale a reasonable counsel fee to Messrs. Brown and Weinberg, to be allowed by the Court, not to exceed Two Hundred dollars (\$200) and the usual chancery commissions, including, of course, the Clerk's costs and expenses incident to the sale, the net proceeds shall then be paid to JOSEPH W. L. CARTY, who shall invest and reinvest the same, as Trustee, under the jurisdiction of said Court, paying the income accruing therefrom to ALVERTA T. MURPHY, for life, and, upon her death, distribute the corpus among the Parties of the First Part, under the Will of ELLEN C. CASTLE, deceased.

THIRD: That the said JOSEPH W. L. CARTY, does hereby waive his right to sell the property as Executor, under the Last Will and Testament of ELLEN C. CASTLE, as aforesaid.

FOURTH: That the said JOSEPH W. L. CARTY shall receive five per cent. commission, and no more, in making the final distribution of the net proceeds of the sale, after the death of the said ALVERTA T. MURPHY, and he shall also receive the usual chancery commission, upon the receipt and disbursement of the income arising from the investment of the net proceeds of sale during the lifetime of the said ALVERTA T. MURPHY.

FIFTH. That any and all amounts of money received from the insurance company or companies in the adjustment of the loss incident to the fire, aforesaid, except such portion thereof as may be used to recondition the property, as far as same is necessary, shall be included with and added to the net proceeds of sale, to form part of the corpus of the trust to be administered by the said JOSEPH W. L. CARTY, and to be finally distributed by him among the Parties of the First Part, upon the death of the said ALVERTA T. MURPHY.

WITNESS our hands and seals, the day and year first above written.