

perches, thence North  $54\frac{1}{2}$  degrees East 56 perches to the beginning, containing 15 acres, 3 roods and 16 square perches of land, more or less.

And being all and the same real estate which was conveyed unto the said John H. Sulcer by Mahlon Arnold and Martha E. Arnold, his wife, by deed dated the 14th day of August, 1885, which said deed is recorded in Liber A. F. No. 11, Folio 305, one of the Land Records of Frederick County, Maryland, a certified copy of which said deed is filed herewith as Exhibit "A" and which is prayed may be taken and considered a part hereof.

2. That the said John H. Sulcer died intestate, as hereinbefore mentioned, leaving no personal property for administration, but left surviving him the following heirs-at-law to which the aforementioned real estate descended by operation of law, to wit, Fannie L. Sulcer, his widow; a daughter, Verda V. Sulcer, unmarried; a son, Ernest F. Sulcer, whose wife's name is Agnes Sulcer; a daughter, Mabel V. Marsh, whose husband's name is Mason Marsh; M. Viola Sulcer, wife of a deceased son, Clora Sulcer; and Margaret LaRue Sulcer and Velma Lucille Sulcer, infant children of the said Clora Sulcer and M. Viola Sulcer.

3. That on the 30th day of September, 1937, the said Fannie L. Sulcer, widow, Verda V. Sulcer, unmarried, Ernest F. Sulcer and Agnes Sulcer, his wife, Mabel V. Marsh and Mason Marsh, her husband, M. Viola Sulcer, widow, wife of the said Clora Sulcer, deceased, individually, and M. Viola Sulcer, as next friend of and for and on behalf of Margaret LaRue Sulcer and Velma Lucille Sulcer, infants, entered into a written agreement with George Eugene Hemp and Helen Rice Hemp, his wife, by which, subject to the confirmation of your Honorable Court, they agreed to sell unto the said George Eugene Hemp and Helen Rice Hemp, his wife, the hereinbefore described real estate, and the said George Eugene Hemp and Helen Rice Hemp, his wife, agreed to purchase the same, as aforesaid, at and for the sum of Two Hundred and Twenty-five Dollars (\$225.00), of which said sum Twenty-five Dollars (\$25.00) has been paid in cash, and the residue, to-wit, Two Hundred Dollars (\$200.00), is to be paid by the Parties of the Second Part upon the conveyance of title to said real estate as set forth in said Contract of Sale, and the said purchasers, upon the confirmation of said Contract of Sale by your Honorable Court and upon the payment of the whole of the purchase money therein set forth, are entitled to have the said real estate conveyed unto them, or to such person or persons as they may designate, by a good and sufficient deed conveying a good and marketable title, free, clear and discharged of all liens and encumbrances, the said Contract of Sale being filed herewith as Exhibit "B" and which is prayed may be taken and considered a part hereof.

4. That it would be to the best interest and advantage of the said Margaret LaRue Sulcer and Velma Lucille Sulcer, infants, and all other persons interested in said real estate, to have said Contract of Sale confirmed by your Honorable Court, and to have said real estate, upon the payment of the purchase money hereinbefore mentioned, conveyed to said purchasers, or to such person or persons as they may designate, by such person or persons as your Honorable Court may appoint for that purpose.

WHEREFORE, your Petitioners pray that your Honorable Court may ratify and confirm the aforesaid Contract of Sale, and appoint some person or persons to convey said real estate to the purchasers thereof upon the payment of the purchase money mentioned in said Contract of Sale, and to bring the said purchase money into your Honorable Court for distribution to the several parties entitled thereto.

And for such further relief as the nature and equity of the case may require.

MAY IT PLEASE YOUR HONORABLE COURT to grant unto your Petitioners a writ of subpoena against the said Margaret LaRue Sulcer and Velma Lucille Sulcer, commanding the said Defendants to appear in this Court at some certain date to be named therein to answer the premises, and to abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Amos A. Holter  
Solicitor for Petitioners

Filed November 3, 1937.