

described real estate from George S. Allnutt, Executor, he borrowed the money in the sum of \$640 from the Citizens National Bank of Frederick, Maryland, on a note signed by him and me and by the said George S. Allnutt individually as surety thereon, and at the same time, on the 24th day of February, 1919, my husband and I executed and delivered to the said George S. Allnutt, a mortgage of indemnity to save him harmless and indemnify him for any loss or expenses which he might incur by reason of his suretyship on said note or any renewals thereof, as will more fully appear by reference to Exhibit No. 12 which I now examine, and which is a certified copy of said mortgage of indemnity dated February 24, 1919. My husband paid \$40.00 on the principal of the amount borrowed from the Citizens Bank leaving as the balance \$600, and he has paid the interest to May 24, 1938. As additional security for the protection of George S. Allnutt my husband and I suffered two judgments to be entered against us in the Circuit Court for Frederick County, one dated June 15, 1925, being No. 131 Trials, May Term, 1925, and the other dated June 14, 1937, being No. 174 Trials, May Term, 1937, both being in the sum of \$640, a certified copy of one of which I now identify as Exhibits No. 14 and 15 filed with the bill. The mortgage and these two judgments represent but one indebtedness to the Allnutt estate as mentioned and described in the mortgage of indemnity.

George S. Allnutt died in June, 1937, leaving a will which was duly admitted to probate, in which he appointed his wife, Elizabeth D. Allnutt and his son, William Thomas Allnutt, his executors. His wife, Elizabeth D. Allnutt, died in 1937, and William Thomas Allnutt, the surviving executor, is now administering upon the estate of his father in the Orphans' Court for Frederick County, as will appear by reference to a certified copy of letters testamentary which I now examine and which is filed as Exhibit No. 13 to the Bill of Complaint.

John I. Fitzsimmons and Mattie M. Fitzsimmons, his wife, on the 3rd day of January, 1925, borrowed from Noah E. Cramer the sum of \$1450, and as security for the payment of said loan executed and delivered to him a mortgage conveying all of their interest in said real estate to the said Noah E. Cramer, as will more fully appear by reference to Exhibit No. 16 filed with the bill of complaint, which I now examine and find to be a certified copy of said mortgage bearing date of January 3, 1925. Noah E. Cramer died intestate in September, 1930, and letters of administration were issued on his estate to his son, James H. Cramer, and his daughter, Katherine C. Winebrenner, as will appear by reference to Exhibit No. 17 filed with the bill of complaint, which is a certified copy of letters of administration issued to said Administrators.

In my opinion it would be utterly impossible to divide the property among the parties interested therein without loss or injury. I think it would be to the benefit and advantage of all parties concerned that the real estate be sold and the proceeds of sale divided among those entitled according to their several rights and interests therein.

I would say that the real estate hereinbefore described is worth about \$60.00 an acre.

TO THE GEN. INTERROGATORY:

A. Nothing more.

Lucy C. Fitzsimmons

JAMES H. CRAMER, a witness of lawful age, produced on the part of the plaintiffs, being first duly sworn, deposes and says:

By Mr. Smith:

Q What is your name, age and occupation?

A James H. Cramer; 41; real estate business.

Q How long have you been engaged in the real estate business?

A About twenty years.

Q Mr. Cramer, have you ever visited the Fitzsimmons farm containing 280 5/8 acres of