

power of sale contained in the last Will and Testament of the said George S. Allnutt.

FOURTH: That the said William T. Allnutt, the son of the said George S. Allnutt, is married and with his wife, Helen R. Allnutt, resides in Cumberland County, in the State of Pennsylvania; that Georgia Allnutt, daughter of the said George S. Allnutt, married Raymond Oyler, both of whom reside in Adams County, in the State of Pennsylvania; that Mary Allnutt, daughter of the said George S. Allnutt, married Martin J. Logan, both of whom reside in the City of Providence, in the County of Providence, in the State of Rhode Island; that Catherine V. Allnutt, a daughter of the said George S. Allnutt, is unmarried, and resides in Cumberland County, State of Pennsylvania; that Elizabeth Allnutt, a daughter of the said George S. Allnutt, is unmarried, and resides in the City of Pensacola, County of Escambia, in the State of Florida; that Frances E. Allnutt, a daughter of the said George S. Allnutt, is an infant, being now eighteen years of age, is single and unmarried, and resides in Frederick County, Maryland.

FIFTH: That on the 16th day of June, 1923, the said George S. Allnutt borrowed from the Citizens National Bank of Frederick, Maryland, the sum of Twelve Thousand Five Hundred Dollars upon a promissory note signed by himself and his wife, the said Elizabeth D. Allnutt, payable six months after date, with interest, and in order to secure the payment of said note the said George S. Allnutt and Elizabeth D. Allnutt, his wife, executed and delivered to said Bank a mortgage, on the hereinbefore described real estate, in the sum of \$12,500.00, which said mortgage is recorded in Liber No. 343, folio 427, one of the Land Records for Frederick County, a certified copy of which said mortgage is filed herewith marked Exhibit "Mortgage" and prayed to be taken and considered as a part hereof; that the said George S. Allnutt and Elizabeth D. Allnutt, his wife, at the time of their deaths, were also indebted to said Bank on three additional promissory notes, one in the sum of \$1900.00, one of \$1175.00 and one in the sum of \$600.00. That said three notes, however, are unsecured and not liens upon the real estate hereinbefore described. That the said George S. Allnutt, at the time of his death did not leave sufficient personal property to pay the debts due against his estate.

SIXTH: That on the 18th day of November, 1938, the said William T. Allnutt and Helen R. Allnutt, his wife, Catherine V. Allnutt, unmarried, William T. Allnutt as next friend of and for and on behalf of Frances E. Allnutt, infant, Georgia Allnutt Oyler and Raymond Oyler, her husband, Mary Allnutt Logan and Martin J. Logan, her husband, and Elizabeth Allnutt, unmarried, entered into an agreement in writing with Parsons Newman, of Frederick County, Maryland, subject, however, to confirmation by your Honorable Court, in which they agreed to sell to the said Parsons Newman all of their right, title, interest and estate in said real estate, subject, however, to the rights of the Citizens National Bank of Frederick under its mortgage lien, at and for the sum of Three Thousand Dollars, which amount the said Parsons Newman agrees to pay to a trustee to be appointed by your Honorable Court, upon the execution and delivery to the said Parsons Newman of a deed conveying to him all of the right, title, interest and estate of said vendors in the real estate hereinbefore described. That in said contract of sale it was further agreed that the vendors who are described in said agreement as the parties of the first part, shall cause to be instituted in the Circuit Court for Frederick County, in Equity, appropriate proceedings to procure the confirmation of said sale and that upon the approval thereof by your Honorable Court, and upon the payment of the purchase money, the vendors agree to convey all of their right, title, interest and estate in said real estate, together with such trustee or trustees as your Honorable Court may appoint, to the said Parsons Newman, who is described therein as the party of the second part, or to such person or persons as he may designate, as will more fully appear by reference to said agreement which is herewith filed marked Exhibit "Agreement" and prayed to be taken and considered as a part hereof.