improvements made as hereinbefore proposed.

It is further agreed by and between the parties hereto that the Vendor will promptly institute in the Circuit Court for Frederick County, Maryland, an appropriate proceeding to the end that the confirmation of this proposed sale may be secured, and that the transfer of title to said real estate may be completed under the jurisdiction, supervision and direction of said Court, the costs of which said proceeding shall not be chargeable in any manner against the said Vendee.

It is further agreed by and between the said parties that upon certification to the said Vendee by the said Vendor, his agent and representative, that the necessary legal authority has been procured, as hereinbefore proposed, to permit the conveyance of a good, marketable, fee simple title to said premises, free, clear and discharged of all liens and encumbrances, and the tendering of a good and sufficient deed by the said Vendor, or by such person or persons as the Circuit Court for Frederick County may appoint for the purpose of conveying the interest of said Vendor, to the said Vendee, or his nominee or nominees, the said Vendee shall pay the residue of said purchase money unto the said Vendor or unto such person or persons as the said Court may authorize and empower to receive the same.

It is further agreed by and between the said parties hereto that the Vendor shall be chargeable for the payment of all taxes and assessments of every kind levied against the said premises during the year 1939 and prior thereto, and that the said Vendee shall pay all taxes and assessments levied against the said premises thereafter, provided the transfer and conveyance of said premises, as hereinbefore provided, shall be completed on or before the 31st day of March, 1940.

It is further agreed by and between the said parties hereto that the Vendor shall furnish United States Internal Revenue Stamps required to be affixed to the deed of conveyance, but that the said Vendee shall bear at his expense the cost of the State of Maryland Relief Stamps and all other recording charges.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate the date hereinbefore set forth.

Witness:

George Emrich	L. Earl Rice (SEAL) L. Earl Rice Individually and as next friend of Arthur E. Rice Vendor
	Marie V. Rice (SEAL) Vendor
Emmert R. Bowlus	Ernest W. Fry (SEAL) Ernest W. Fry Vendee

Filed December 26, 1939.

EQUITY SUBPEONA

STATE OF MARYLAND, FREDERICK COUNTY, TO-WIT:

THE STATE OF MARYLAND.

To Arthur E. Rice, Incompetent and Superintendent of Springfield Hospital, Sykesville, Carroll County, Maryland, of Carroll County, Greeting:

YOU ARE HEREBY COMMANDED. That all excuses set apart, you personally appear before the Judges of the Circuit Court for Frederick County, sitting as a Court of Equity, to be held at the Court House in Frederick, in and for Frederick County, on the FIRST Monday of January, 1940, to answer the Bill and Complaint of L. Earl Rice, also known as Louis Earl Rice, and Marie V. Rice, his wife, individually, and L. Earl Rice, next friend of Arthur E. Rice, incompetent