1927, at which time said confessed judgment note will be delivered.

FOURTH: Delivery of possession to the property shall be mutually arranged between Page Webber and Golden W. Corrick but in no case shall the said Golden W. Corrick require the said Page Webber to move in less than ten days and that said Page Webber shall remove and vacate said premises within ten days after said notice or sooner if possible.

FIFTH: That in the event of the sale by the said Golden W. Corrick of his farm not more than One Thousand ($1,000.00) Dollars shall remain unpaid on the note of Thirty-four Hundred Dollars.

IN WITNESS WHEREOF, we have hereunto signed our names and affixed our seals the day and date first above written.

Alban M. Wood (SEAL)
Trustee.

Golden W. Corrick (SEAL)

Mattie Corrick (SEAL)

Filed October 18, 1927.

OPINION

Alban M. Wood, Trustee of Page Webber, (Sometimes known as Franklin Page Webber) and Nellie M. Webber, his wife,	"	No. 11,261 Equity.
	"	In the Circuit Court
On	"	for Frederick County.
Petition	"	In Equity.

" " " " " " " " " " "

On the 9th day of October, in the year 1923, Page Webber and Nellie M. Webber, his wife, made and executed a deed of trust to Alban M. Wood, a member of the Frederick Bar, of certain properties belonging to them located in Frederick County. Subsequently, on February 5, 1926, the same grantors made and executed a confirmatory deed of said property for the benefit of their creditors. The Court, upon petition by the Trustee, assumed jurisdiction of the trust, and on October 18, 1927, the Trustee made report of the sale of the real estate mentioned in the two deeds of trust, and filed therewith the contract of purchase of the property, and the usual order nisi was issued thereon. On November 7, 1927, the purchasers of the property, Golden W. Corrick and Mattie Corrick, his wife, filed exceptions to the ratification of the sale, assigning several grounds for their objections:

(1) That before the first deed of trust was executed there existed, unreleased on the Dockets of the Court, a judgment against the grantors in the deed in favor of the Maryland Motor Machine Company, for the sum of $1190.00, this judgment being entered August 15, 1923.

(2) That on September 8, 1924, a judgment was entered against the same grantors in the sum of $440.07, this judgment being entered before the date of the confirmatory deed, but after the date of the first deed above mentioned.

(3) That the description of the lots of ground intended to be sold and conveyed to the purchasers, Corrick and wife, could not definitely be located on a plat referred to in the report of sale, it being a plat of Macklin's Addition to Weverton, recorded in Platbook S. T. H. p. 128, one of the land records of Frederick County, because, as alleged, the plat contains no beginning point or fixed monument from which measurements for an accurate survey could be made. They allege that the attempted description "is vague, indefinite and inadequate".

(4) That Charles F. Macklin and Emily S. Macklin, his wife, from whom the Webbers obtained title to the lots of ground in question, did not have a good title to the same them-