infant children by virtue of the marriage of the said Franklin S. Tinney with the said Lillian R. Tinney.

3, That on the 28th day of August, 1941, the said Lillian R. Tinney, widow, individually, and as next friend of and for and on behalf of Julia Louise Tinney, Franklin Stephen Tinney, Edna Rebecca Tinney and Louis Milton Tinney, infants, entered into a written agreement with Harry A. Tinney by which, subject to the confirmation of your Honorable Court, the said Lillian R. Tinney, widow, individually, and as next friend of and for and on behalf of Julia Louise Tinney, Franklin Stephen Tinney, Edna Rebecca Tinney and Milton Tinney, infants, agreed to sell unto the said Harry A. Tinney the hereinbefore described real estate at and for the sum of Two Thousand, Five Hundred Dollars ($2,500.00), Two Hundred Fifty Dollars ($250.00) of which said sum had been paid in cash, and the residue, to-wit, Two Thousand, Two Hundred Fifty Dollars ($2,250.00), is agreed to be paid by the said Harry A. Tinney upon the conveyance of the title to said real estate, as set forth in said Contract of Sale, a copy of which is filed herewith as Exhibit "C" and which is prayed may be taken and considered a part hereof.

4. That the real estate hereinbefore mentioned is encumbered by a judgment lien in favor of the Frederick County National Bank of Frederick, a body corporate, being No. 124 Trials, September Term, 1932, in the Circuit Court for Frederick County, a certified copy of whic said judgment is filed herewith as Exhibit "D" and which is prayed may be taken and considered a part hereof.

5. That the real estate hereinbefore described cannot be divided without loss or injury to the parties interested therein, and that it would be to the best interests and advantage of the said Lillian R. Tinney, widow, Julia Louise Tinney, Franklin Stephen Tinney, infants, they being all of the parties interested in said real estate, to have the said Contract of Sale confirmed by your Honorable Court and to have the said real estate, upon the payment of the purchase money hereinbefore mentioned, conveyed to the said purchaser, or to such person or persons as he may designate, by such person or persons as your Honorable Court may appoint for that purpose.

WHEREFORE, your Petitioner prays 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 purchaser thereof upon the payment of the purchaser 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 Petitioner a writ of subpoena against the said Julia Louise Tinney, Franklin Stephen Tinney, Edna Rebecca Tinney and Louis Milton Tinney, infants, and the Frederick County National Bank of Frederick, a body corporate commanding the said Defendants to be and appear in this Court as 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.

Lillian R. Tinney
Petitioner

Amos A. Holter
Solicitor for Petitioner

STATE OF MARYLAND, FREDERICK COUNTY, TO-WIT:

I hereby certify that on this 4 day of September, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Lillian R. Tinney, widow, individually and as next friend of and for and on behalf of Julia