

Shepley, her husband; Ano V. Miller, and Harold Miller, her husband; Dorsey B. Gilbert and Ruth M. Gilbert, his wife; Alma R. Moore and Arthur Moore, her husband; Elaine S. Gilbert wife of Elmer H. Gilbert, individually and Eva M. Gilbert Shepley as next friend of and for and on behalf of Elmer H. Gilbert and Josephine E. Gilbert, infants entered into a written Contract of Sale with Chester J. Simmons and Ruth C. Simmons, his wife, by which, subject to the confirmation of your Honorable Court, they agreed to sell unto the said Chester J. Simmons and Ruth C. Simmons, his wife, the hereinbefore described real estate and the said Chester J. Simmons and Ruth C. Simmons, his wife, agreed to purchase the same as aforesaid at and for the sum of One Thousand Five Hundred Dollars (\$1500.00), of which said sum of One Hundred Dollars (\$100.00) has been paid in cash and the residue, to-wit. One Thousand Four Hundred Dollars (\$1400.00) is to be paid by the parties of the second part upon the conveyance of title to said real estate as set forth in the Contract of Sale, and the said purchasers, upon the confirmation of said Contract of Sale by your Honorable Court and upon the payment of the whole of the purchase money therein set forth, are entitled to have the said real estate conveyed unto them, or to such person or persons as they may designate, by a good and sufficient deed conveying a good and marketable title, free, clear and discharged of all liens and encumbrances, the said Contract of Sale being filed herewith as Exhibit "B" and which is prayed may be taken and considered a part hereof.

4. That the said real estate hereinbefore mentioned cannot be divided among the parties thereunto entitled, without loss or injury to the parties interested therein and that it would be to the best interests and advantage of the said Elmer H. Gilbert and Josephine E. Gilbert, infants, and all other persons interested in said real estate, to have 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 said purchasers, or to such person or persons as they may designate, by such person or persons as your Honorable Court may appoint for that purpose.

WHEREFORE, your Petitioners pray 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 purchasers thereof upon the payment of the purchase 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 Petitioners a writ of subpoena against the said Elmer H. Gilbert and Josephine E. Gilbert, infants, commanding the said Defendants to appear in this Court at 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.

Filed April 9, 1946.

Charles McC. Mathias
Solicitor for Petitioners

"EXHIBIT A"

At the request of Dorsey B. Gilbert the following Deed is received for record and recorded Dec. 3, 1928, at 3.05 o'clock P.M.

TEST: Eli G. Haugh, Clerk.

Frederick City, Md. October 3d. A.D. Nineteen Hundred and Twenty Eight by use heirs at law of Hezekiah D. Summers deceased

This Deed Made this 3d day of October A.D. Nineteen Hundred and twenty eight- Witnesseth that in Consideration of the sum of \$750 00/100 Seven Hundred and Fifty dollars the receipt which is hereby acknowledged we hereby Grant and convey in fee simple unto Dorsey B. Gilbert