

newspaper printed in Frederick County, and such other notice as they may think proper of the time, place, manner and terms of sale; which terms shall be as follows: One third of the purchase money to be paid in cash on the day of sale, or on the ratification thereof by the Court, the residue in six months the purchaser or purchasers giving his, her, or their notes, with approved security and bearing interest from the day of sale, or all cash at the option of the purchaser or purchasers, and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed, and on the ratification of such sale or sales by the Court, and on payment of the whole purchase money, and not before, the said Trustees, by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of the said property, and to his, her or their heirs, the property to him, her or them sold, free, clear, and discharged of all claim of the parties to this cause, and of any person or persons claiming by, from, or under them; and the said Trustees shall bring into this Court the money arising on such sale or sales, and the bonds or notes which may be taken, for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commission to the said Trustees as the Court shall think proper to allow, on consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Patrick M. Schnauffer

Filed October 23, 1952

PETITION AND REPORT OF SALE

Harry T. Anders, et al	:	No. 17,395 Equity
vs.	:	In the Circuit Court
Ruth W. Osborne, et al	:	for Frederick County

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition and Report of Sale by Charles McC. Mathias and Charles McC. Mathias, Jr., Trustees in the above entitled cause, respectfully shows unto your Honors:

1. That pursuant to the requirements of a decree of your Honorable Court passed on the 30th day of September 1952, the Trustees in this cause and in said decree named, gave bond to the State of Maryland in the sum of Eight Thousand Dollars (\$8,000.00) with the Great American Indemnity Company as corporate surety, which said bond was duly approved by the Clerk of the Circuit Court for Frederick County and filed as required by law.

2. That after giving said bond the aforesaid Trustees advertised the property hereinafter described to be sold at public sale as will appear by reference to the printer's certificate filed herewith as "Exhibit A", and which it is prayed may be taken and considered as a part hereof, which said advertisement of sale was published in The Frederick News and The Frederick Post, newspapers printed and circulated in Frederick County, Maryland, for more than three (3) successive weeks prior to the date of sale giving notice of the time, place, manner and terms of said sale, as required by said decree.

3. That on Friday, November 28, 1952, said Trustees attended at the Court House door in Frederick City, Frederick County, Maryland, at 11:00 A.M., that being the place, day and hour named in said advertisement of sale, and then and there sold the real estate described in these proceedings, being all that tract or parcel of real estate situate, lying and being in Woodsboro District, in Frederick County, Maryland, containing ten (10) acres, three (3) rods, and twenty-five (25) square perches of land, more or less, and being more particularly described in a deed from Samuel D. Shildt and Sarah C. Shildt, his wife, to Emma L. Eichelberger (who subsequently married Harry T. Anders, one of the complainants herein), which said deed