

ments thereon, and all the rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, at and for the sum of \$53,500.00, of which \$5000.00 was paid at the time of the signing of the contract, the sum of \$20,000.00 to be paid on or before November 1, 1948, and the balance to be evidenced by a mortgage for \$28,500.00, with interest at the rate of four and one-half per cent, said mortgage to be payable in three years, as shown by the Contract of Sale which is filed herewith, marked Exhibit No. 1 to this Petition.

SECOND: That your Petitioner desires authority of your Honorable Court to execute the deed for said property and to carry out the terms of the Contract.

TO THE END, THEREFORE,

1st. That your Honorable Court will direct your Petitioner as Trustee to execute to Richard F. Kline the deed to the property mentioned in the attached Contract of Sale and to receive the proceeds therefrom, in accordance with the terms of said Contract of Sale.

2nd. And for such other and further relief as the nature of the case may require.

William M. Storm
SOLICITOR FOR PETITIONER

STATE OF MARYLAND, FREDERICK COUNTY, TO-WIT:

I hereby certify that on this 29th day of October, 1948, before me, the subscriber, a Notary Public for the State of Maryland, in and for Frederick County, personally appeared G. Wilson Mercer, Trustee for Albert M. Mercer, Incompetent, and made oath in due form of law that the matters and things stated in the foregoing Petition are true as therein set forth to the best of his knowledge, information and belief.

Place of
Notarial
Seal

Hettye A. Hahn
NOTARY PUBLIC

Upon the foregoing Petition it is ORDERED this 3rd day of November, 1948, by the Circuit Court for Frederick County, sitting as a Court of Equity and by the authority thereof, that G. Wilson Mercer, Trustee of Albert M. Mercer, Incompetent, be and he is hereby authorized to execute a deed to Richard F. Kline for the property mentioned in the foregoing Petition, and to receive therefrom the proceeds in accordance with the terms of the Contract of Sale.

Patrick M. Schnauffer

Filed November 3, 1948

EXHIBIT # 1

THE AGREEMENT, made and executed in duplicate this 9th day of April, 1948, by and between Albert M. Mercer, hereinafter called the "Vendor", and Richard F. Kline, hereinafter called the "Vendee".

WITNESSETH: That for and in consideration of the mutual stipulations and agreements herein contained, the said Vendor does hereby sell and the said Vendee does hereby buy of and from the said Vendor, all that tract or parcel of land, situate, lying and being in Frederick City and County, Maryland, West of the High School, containing approximately 60 acres of land, more or less, together with the buildings and improvements, and the rights, ways, privileges and appurtenances thereto belonging or in anywise appertaining.

The price of said property shall be the sum of Fifty Thousand Dollars (\$50,000.00), of which amount the sum of Five Thousand Dollars (\$5,000.00) is paid upon the execution of this agreement, the receipt of which is hereby acknowledged, the balance to be paid as follows:

The sum of Twenty Thousand Dollars (\$20,000.00) on November 1st, 1948, when possession shall be given, at which time the said Vendor shall furnish to the said Vendee, or his nominee, a fee simple deed conveying a good and merchantable, title, free and clear of all liens and encumbrances, and the balance, being the sum of Twenty-five Thousand Dollars to be represented by a mortgage at 4½% per annum, payable in three years, or all cash at the