

do not claim some interest in the land north of said solid black line running through the dwelling as shown on said plat "which is herewith filed and marked Exhibit B. Your Respondents charge that the failure of the Commission to take any action in the premises constitutes a cloud upon the title of the Petitioners and your Petitioners cannot convey a good and marketable title by a proper good and sufficient deed to the property contracted to be conveyed. Your Respondents deny that an actual controversy exists between these Respondents and the Maryland State Roads Commission, and on the contrary, say that your said Respondents are anxious to avoid any controversy with the Maryland State Roads Commission and are now insisting, before the purchase of the said property, that the northern line thereof and the southern right-of-way of U. S. Route 40-A be clearly and definitely defined in order to avoid any possible dispute between your Respondents and the said Maryland State Roads Commission.

ANSWERING GENERALLY the said Petition, your Respondents say that they signed the agreement marked Exhibit A because they desired to acquire the property described therein with a good and marketable title, free and clear of all liens and incumbrances, in accordance with the said contract, and that the said title was represented by the Vendors as being vested in them and none other. That your Respondents still desire to purchase the property and insist they are entitled to a proper deed conveying a good and marketable legal title thereto. That in the present state of the title, the Vendors in the said contract, the Petitioners in this cause, cannot deliver a good and marketable title, free and clear of all liens and incumbrances. Your Respondents have repeatedly stated that if the Petitioners could secure a policy of title insurance on the said property, your Respondents would consummate the agreement of sale, but the Petitioners have not furnished a policy of title insurance because, as your Respondents believe and aver, no company issuing policies of title insurance will insure the said property. That your Respondents desire to borrow a large portion of the purchase price of the said property, and will be unable to consummate a loan with the said property as collateral because of the state of the title as hereinabove set forth.

WHEREFORE, having fully answered, your Respondents pray to be hence dismissed, with their reasonable costs.

I HEREBY CERTIFY that a copy of the within Answer was mailed to the attorneys of record of the Petitioners and of the Defendants, this 19 day of August, 1963.

Parsons Newman
Attorney for Respondents Parsons Newman
Address: 120 West Church Street, Frederick, Maryland
Phone: MOument 3-5191

Filed August 20, 1963