place specified in said "Exhibit A," the Mortgaged property at and for the sum of Two Hundred and thirty dollars, to John D. Whipp assignee, he being then and there the highest and best bidder therefor. Your Petitioner is advised that he is entitled to the aid and protection of your Honorable Court, therefore, prays your Honors to ratify and confirm said sale, and for such other and further relief as the Equities of his case may require And your Petitioner will ever pray &c.

Carlton Shafer, Solicitor. } John D. Whipp, Petitioner

State of Maryland, Frederick County, to wit:

I hereby certify, that on this 27th. day of May A.D. 1878, before the subscriber, a Justice of the Peace of the State in and for the County aforesaid, personally appeared John D. Whipp the within named assignee of Thomas R. Jarboe, Mortgagee, and made oath in due form of law, that the matters and things stated in the foregoing report and petition are true to the best of his knowledge, information and belief, and that the sale therein reported was fairly made

Ezra L. Kern, J P

"Exhibit J.D.W" At the request of Thomas R Jarboe the following Mortgage is recorded May 2d 1876.

<u>This Mortgage</u> made this 2nd day of May, 1876, by Daniel Corbinton, of Frederick County, Maryland, Witnesseth, in consideration of the sum of Two hundred dollars, now due from me the said Daniel Corbinton to Thomas R Jarboe, and which is evidenced by a sealed note of hand bearing equal date with this mortgage for said Two hundred dollars, bearing interest from date, and said interest made payable on the 1st day of April next, and annually thereafter, said note given for value received, and for the better securing the payment of the aforesaid note and interest thereon according to the tenor of said note I the said Daniel Corbinton, do grant unto the said Thomas R. Jarboe of Frederick County, Maryland, all that Lot and parcel of ground situate and being in Frederick County, Maryland, together with all the improvements thereon, it being the same which I hold from Joseph Duffin and wife by a Deed bearing date 27th day of April 1876, in which Deed the premises are more fully described upon the payment of the above note with the interest as therein set forth, then this mortgage shall be void. And the said Daniel Corbinton for himself his heirs and personal representatives hereby covenants that he will pay the aforesaid money according to the tenor of said note aforesaid, and further covenants and agrees with the said Thomas R. Jarboe his personal representatives and assigns in like matter that in default of payment of said note the said Thomas R Jarboe may enter and take possession of the property aforesaid. Provided, <u>Provided</u>, that until default of payment of said note the said <u>said</u> Daniel Corbinton shall possess the premises as of his present estate therein, And Provided, that if default shall be made in the payment of the money aforesaid or the interest thereon at the time or in the manner aforesaid, then it shall be lawful for said Thomas R Jarboe to sell the said Mortgaged premises at Burkittsville by public auction for cash after giving at least Twenty days public notice of the time, place and terms

Adv