No. 7889 Equity.

Said Frederick County, State of Maryland, containing four and one half acres of land, more or less, more fully described in said mortgage deed there was a condition annexed that if default should be made in the payment of the said money or the interest thereon or any part of either of them, when due and payable, then it shall be lawful for the said Michael Manly or his assigns to sell the said mortgaged property for cash after giving at least three weeks previous notice of the time place manner and terms of said sale in some newspaper published in Frederick County and to apply the proceeds of said sale as prescribed in said mortgage, all of which will fully appear by reference to the said mortgage and said mortgage note herewith filed as part hereof marked "Exhibits No 1, and Exhibit No 2 to this report of sale.

2. That the said mortgage and note were duly assigned to and the said mortgage debt and power of sale incident thereto passed to your petitioner and became vested in him as will appear by reference to the endorsements on the said Exhibits Nos. 1 and 2, above referred to.

3 That default having been made in the payment of the aforesaid mortgage debt and the terms and conditions of the said mortgage your petitioner having first filed his bond, duly approved according to law, in the office of the Clerk of your Honorable Court, advertised the said mortgaged property in the Emmitsburg Chronicle, a newspaper published in Frederick County, for more than three weeks prior to the day of sale, as appears by a certified copy of said advertisement herewith filed as part hereof marked "Exhibit No 3, and by hand bills extensively circulated in the vicinity of the said mortgaged property, giving notice of the time, place manner and terms of said sale, did pursuant to said notice attend at the Western Maryland Hotel, now the Hotel Slaughter, in the town of Emmitsburg, in Frederick County, State of Maryland, on Saturday, the 8th day of April, 1905, at the hour of two O'clock P M and there and then offered the said mortgaged property by public auction to the highest bidder therefor on the terms of sale prescribed by said mortgage and sold the same to himself at and for the sum of two hundred and eighty seven dollars ($287, your petitioner being the highest and best bidder therefor.

4. That the purchaser, your petitioner has signed a