

WHEREFORE, Your Petitioner prays that your Honors will finally ratify and confirm his sales as above reported.

And, as in duty bound, etc.,

Jacob Rohrback
Solicitor for Petitioner.

Calvin N. Stem
Mortgagee.

State of Pennsylvania, Franklin County, Set;-

I hereby certify that on this 30th day of July, in the year nineteen hundred and twenty four, before me the subscriber a Notary Public of the State of Pennsylvania, in and for Franklin County, personally appeared Calvin N. Stem, Mortgagee, personally known to me to be the above named Petitioner, who made oath in due form of law that the matters and facts stated in the above and foregoing Petition are true as therein set forth to the best of his knowledge, information and belief, and the sale therein reported was fairly made.



Witness my hand and Notarial seal on this 30th day of July, in the year 1924
My Commission Expires
March 1st, 1927.

Harlan J. Mentzer.
Notary Public.

(Filed August 1, 1924)

(Exhibit "A") NOTE

\$600.00

Sabillasville, Md. Sept, 19, 1910.

One year after date, I promise to pay C. N. Stem, or order, Six hundred dollars, for value received, with interest from date, at five and a half per cent ($5\frac{1}{2}$) payable annually,

This note is secured by Mortgage.

Witness; Matilda C. Stem.

Upton E. Harbaugh

(Filed August 1, 1924)

(Exhibit "B") MORTGAGE

At the request of C. N. Stem the following Mortgage is received for record and recorded September 19th, 1910 at 3.05 O'clock P.M. Test;- Harry W. Bowers, Clerk.

THIS MORTGAGE made this 19th day of September, One thousand nine hundred and Ten by Upton E. Harbaugh of Frederick County, State of Maryland,

WITNESSETH;- That Whereas, the said Upton E. Harbaugh now stands indebted to C. N. Stem, in the sum of Six hundred dollars (\$600), upon his promissory note of even date herewith payable to C. N. Stem, or order one year after date at $5\frac{1}{2}\%$ payable annually, and for the better security of the payment of the aforesaid promissory note at maturity I the said Upton E. Harbaugh do grant and convey in fee simple unto the said C. N. Stem all of the Lots or parcels of land described as follows; First;- All that tract of land which was conveyed by Jacob Rohrback and C. V. S. Levy trustees in No. 6272 Equity to Upton E. Harbaugh by deed dated April 5, 1895, and recorded in Liber D. H. H. No. 16 Folio 277 one of the Land Records of Frederick County excepting 7 acres & 125 rods sold to Jacob B. Harbaugh, one acre to S. M. Pryor and one acre to Maggie West, the am't of acres covered by their Mortgage is 39 acres and 39 perches of land.

SECOND;- tract is the same tract that Joseph B. Brown and wife conveyed to the said Upton E. Harbaugh by deed bearing date March 14, 1902, and recorded in Liber D. H. H. No. 15, Folio 715 one of the Land Records of Frederick County, containing 38 acres and 62 perches of land more or less, both of the above described tracts ly in Hauvers District Frederick County, Provided that if the said Upton E. Harbaugh shall pay to the said C. N. Stem, the promissory note at maturity then this Mortgage shall be void.

Provided that if default be made in the payment of the aforesaid promissory note at maturity then it shall be lawful for the said C. N. Stem or his executors to sell the property hereby Mortgaged at public auction on terms that the Court may decree, after having given notice at least twenty days, of manner place and terms of such sale, in some newspaper published in Frederick County once a week prior to the day of sale, and to apply