

Being all and the same real estate described in a deed dated November 27, 1959 from Augustus C. Tyeryar and Catherine B. Tyeryar, his wife, unto Conner H. Gross and Eleanor R. Gross, his wife, recorded in Liber 627, Folio 517, one of the Land Records of Frederick County, Maryland.

2. That there is still due and owing unto your Petitioner the principal sum of Seven Thousand, Seven Hundred and Eighty Two Dollars and Eighty Two Cents (\$7,782.82), together with interest at the rate of 6% per annum, which will more fully appear by reference to the statement of mortgage claim previously filed by your Petitioner in this cause, and which is prayed may be considered a part hereof.

3. That there is contained in said mortgage, the original copy of which has heretofore been filed in these proceedings as "Exhibit No. 1", and which is prayed may be taken and considered a part hereof, the provision, "that if default in compliance with any covenant herein shall occur, at any time thereafter all indebtedness hereby secured may be made immediately due and demandable, at the option of the Mortgagee, its successors or assigns, and the Mortgagee, its successors or assigns, may enter upon and take possession of the mortgaged property and receive the rents and profits therefrom becoming due after such default, and the Mortgagee, its successors or assigns or Robert H. Brindle, its attorney, is hereby authorized and empowered to sell the mortgaged property, or so much as may be necessary, upon such terms and on such contingencies as the party making sale may determine, and to convey the same to the purchaser, after giving not less than twenty days' notice of the time, place and terms of sale by advertisement in some newspaper published in the County in which the mortgaged property or some portion thereof is located, and after giving bond as required by law; and the proceeds of sale shall be applied, first, to the payment of all expenses incident to sale, including a counsel fee and a commission to the party making sale equal to the commissions allowed trustees on sales under decrees or orders of the Circuit Court for said County, then to pay all indebtedness hereby secured, and the balance, if any, to the Mortgagor or whomever may be entitled thereto....." And default having been made in the payment