

**ASSIGNEE'S SALE
OF VALUABLE
FEE SIMPLE REAL ESTATE**

By virtue of the power of sale contained in a mortgage from Charles M. Shoemaker and Nancy W. Shoemaker, his wife, dated June 25, 1975 and recorded in Liber 963, folio 483, one of the Land Records of Frederick County, Maryland, said mortgage being in default and having been assigned to the undersigned Assignee for the purpose of foreclosure, the said Assignee will offer for sale at the Frederick County Court House door on

**WEDNESDAY, SEPTEMBER 12, 1979
AT 10:00 A.M.**

all the hereinafter described real estate, together with improvements thereon, described in said mortgage, to wit:

PROPERTY DESCRIPTION: All that unimproved lot or parcel of land situate at the Northwest corner of the intersection of Bussard and Halter Roads, in Middletown Election District, Frederick County, Maryland, known and designated as Lot No. 2 on a Plat of Deer Spring Farms, Section III, prepared by S. T. Nottingham, Jr., Registered Land Surveyor, dated September 9, 1971 and recorded in Plat Book No. 7, folio 60, one of the Plat Records of Frederick County, Maryland.

BEING all and the same real estate which was conveyed unto the Mortgagors herein by Deer Spring Farms, Inc., a body corporate, by deed dated April 15, 1975 and recorded in Liber 958, folio 884, one of said Land Records.

SUBJECT to the restrictions limitations, covenants and conditions fully set forth in a Declaration of Covenants by and between the said Deer Spring Farms, Inc., a body corporate, and Carroll D. House, et al., dated November 5, 1971, and recorded in Liber 862, folio 519, one of said Land Records to which Declaration further reference is hereby made.

IMPROVEMENTS: The improvements to be sold consist of an Eight (8) room house with attached 2 car carport, part basement with recreation room, bath and 1/2, 3 bedrooms and covered patio, total electric with fireplace.

TERMS OF SALE: A deposit of Ten percent (10%) of the purchase price in cash or check acceptable to the Assignee will be required of the purchaser or purchasers on the date of sale. The balance of said purchase price to be paid within five (5) days of Final Ratification thereof by the Circuit Court for Frederick County, Maryland and bear interest from the date of sale to date of settlement at the rate of Eight percent (8%) per annum. Real estate taxes will be adjusted to date of sale, and all other costs and expenses of conveying are to be borne by the purchaser or purchasers.

**SEYMOUR B. STERN, Assignee
Stern, Finegan & Winik, P.A.
100 North Market Street
Frederick, Maryland 21701
(301) 662-1113**

**LAWRENCE E. FINEGAN
Stern, Finegan & Winik, P.A.
100 North Market Street
Frederick, Maryland 21701
(301) 662-1113
Attorney for Assignee
JAMES TROUT, Auctioneer
(301) 663-1555**

ACKNOWLEDGEMENT OF PURCHASE

I (we) do hereby acknowledge that I (we) have purchased the real estate described in the advertisement attached hereto, at and for the sum of *fifty six thousand* _____ Dollars (\$56,000), the sum of *five thousand six hundred* _____ Dollars (\$5,600) having been paid this date, and the balance of *fifty thousand four hundred* _____ Dollars (\$50,400) being due and payable at the time of final settlement, and I (we) do further covenant and agree that I (we) will comply with the terms of sale as expressed in the advertisement attached hereto.

WITNESS my (our) hand(s) and seal(s) this 12 day of September, 1979

Charles M. Shoemaker
PURCHASER

PURCHASER

STERN, FINEGAN
& WINIK, P.A.
FREDERICK, MARYLAND

James G. Trout
AUCTIONEER

Filed Sept 18, 1979