

day of Sale, and the residue in one and two equal Annual payments from the day of Sale, the purchaser or purchasers giving his, her or their notes for the same with approved security, and bearing interest from the day of Sale, the proceeds of Sale to be applied first to the payments of all costs, charges and expenses connected with the sale, secondly, to pay a Commission of three per cent to the said John R. Hoffman on the gross proceeds of Sale for his services in making said Sale, thirdly, to pay in full, each single bill and the money due thereon with all interest thereon, and lastly, to pay the surplus proceeds of Sale to said Hizekiiah Holzman, all of which will more fully appear from said deed of Mortgage and said single bill herewith filed, marked respectively Exhibits Nos 1 & 2, which with all other Exhibits herewith filed or to be filed, your Mortgagee prays may be taken as part of his report.

Your Mortgagee further states that no portion of the money mentioned in said single Bill and Deed of Mortgage, or of the interest thereon has been paid, but that the whole of the same is due and unpaid.

Your Mortgagee further reports that default having been made as aforesaid in the payment of said Mortgage debt, he advertised the real estate mentioned and described in said Mortgage for sale, giving notice of the time place, manner and terms of sale by advertisements in "The Republican Citizen" a newspaper published in Frederick County for at least three successive weeks prior to the day of Sale; that after having given bond as required by the Code of Public General Laws of the State of Maryland approved by the Clerk of this Court he did pursuant to said notice attend on the Mortgaged premises on Saturday the fourth day of March in the year Eighteen Hundred and seventy one, and then and there about the hour of ten o'clock A.M. sold all the right, title and interest of said Hizekiiah Holzman, of in and to said real estate, to Martin Hoffman at public Auction for the sum of three hundred and sixty three dollars, he being the highest bidder therefor, and took his written acknowledgment of purchase, having sold the same on the terms mentioned in said deed of Mortgage. The gross amount of Sale is three hundred and sixty-three dollars. All of which is respectfully submitted.

Test
Aaron Poffinberger

John R. Hoffman
Mortgagee
W. S. Levy, Solicitor for
Mortgagee

State of Maryland, Frederick County to wit:
I hereby certify that on this Twentieth day of March in the year Eighteen Hundred and seventy-one, before the undersigned a Justice of the Peace of the said State, in and for the County aforesaid personally appeared John R. Hoffman and made oath in due form of law, that the matters and things stated in the foregoing Report of Sale, are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Filed March 21st 1871

Aaron Poffinberger

Order Vice

Report of Sale of
John R. Hoffman
Mortgagee of
Hizekiiah Holzman

No. 346th Equity
In the Circuit Court for Frederick County sitting as Equity

February Term 1871

Ordered this 21st day of March 1871, that on the 15th day of April 1871, the Court will proceed to act upon the Report of Sales this day filed by John R. Hoffman Mortgagee in the above Case, unless Cause to the contrary be shown before said day; provided a Copy of this Order be inserted in some newspaper published in Frederick County for three successive weeks prior to said day.

The report states the Amount is 363
Filed March 21st 1871

Charles Meany, Clerk of the
Circuit Court for Frederick County

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