

should fail to pay to said Geo W Deville the said sum of One hundred and eighty five dollars with interest as aforesaid, on or before the day of August 1870. then it should be lawful for said Geo W. Deville to sell the said Mortgaged property by public Auction for cash after giving at least three weeks notice of the time place manner and terms of sale in one or more newspapers published in Frederick County at least once a week for three successive weeks prior to the day of Sale, to pay said debt and costs: that said Mortgagor failed to pay said debt by the time limited for the payment of the same as aforesaid, and the same being still due and unpaid on the 23rd day of July 1871. the said Geo W Deville for value received assigned the said Mortgage to your Petitioner whereby your Petitioner became entitled to and the owner of all the rights and powers granted by said Mortgage, but the said Mortgagor still failing to pay said debt your Petitioner by virtue of the powers contained in said Mortgage, having first given bond duly approved as required by law, and after having given more than three weeks Public notice of the time, place, manner and terms of sale by advertisement in the "Examiner" a newspaper published in Frederick County and by hand bills extensively circulated, did in pursuance of said notice, attend on the premises on Saturday the 26th day of Aug. 1871 at 2 o'clock P.M. and then and there offered at public sale the real estate described in said Mortgage and sold the same to William Brightwell he being the highest and best bidder therefor, at and for the sum of Five hundred and five dollars, and the said William Brightwell has obligated himself to comply with terms of sale as appears by his acknowledgement of purchase herewith filed marked Exhibit "Dr. B." &c. And your Petitioner prays your Honor to ratify and confirm the said sale and refer the case to the Auditor to state an account of the purchase money and distribute the same to the parties entitled thereto. And your Petitioner was there is now due your Petitioner under said Mortgage the sum of One hundred and Eighty five dollars, with interest from the 21st day of August 1868. And that he may have such other and further relief as the nature of the case may require and to your Honors shall seem right, Your Petitioner will ever pray &c.

Melton G. Orner
Sole^{ly} for Petitioner.

State of Maryland Carroll County Sct:
I hereby certify that on this 5th day of Sept. 1871. before me a Notary Public in and for the County and State aforesaid personally appeared Peter Baile the above mentioned petitioner and made oath in due form of law that the matters