in Frederick County to which said Mortgage there is attached a proviso that in default of payment of the said Four hundred dollars or the interest thereon within the time therein limited your Petitioner shall be authorized to sell said Real Property at Public Auction at the Bell House in Frederick City State of Maryland for cash or credit as your Petitioner may deem most to the advantage of the parties interested after giving at least three weeks public notice of the time place manner and terms of Sale in one or more Newspapers published in Frederick at least once a week for three successive weeks prior to the day of Sale as will more fully appear by said deed of Mortgage filed herewith as Exhibit No. 1 which with all other Exhibits filed herewith your Petitioner prays may be taken as a part of this Petition. Your Petitioner states further that said Josiah Harrison and Ann Rebecca Harrison his wife having failed to pay the said sum of money in said deed of Mortgage mentioned or the interest thereon (except twenty four dollars paid your Petitioner on the 17th day of September in the year 1866) within the time therein limited, Your Petitioner having first duly given bond to the State of Maryland in a penalty and with security approved by the Clerk of the Circuit Court for Frederick County as a Court of Equity and after such Bond being given then having public notice of the time place manner and and terms of sale by advertisement of said Sale inserted in the "Republican Citizen" a Newspaper published in Frederick City State of Maryland for three successive weeks prior to the day of Sale as will fully appear by the Printers Certificate filed herewith as Exhibit No. 2 and after giving further notice thereof by hand bills containing the advertisement of said sale extensively circulated throughout the vicinity of said Mortgaged premises offered said Real Estate in said deed of Mortgage specified at public Auction at the Bell House in Frederick City State of Maryland on the 16th day of February in the year 1875 and sold the said Real Estate with the improvements thereon to Aaron Stern at and for the sum of Eleven hundred and Seventy one dollars he then and there being the highest and best bidder for the same for one half of the purchase money cash on the day of sale the residue in six or twelve months at the option of the purchaser the purchaser giving his note with approved security bearing date on the day of Sale with interest from date Your Orator deeming such terms most to the advantage of the parties interested as will fully appear by reference to the acknowledgement of purchase signed by the said Aaron Stern obligating himself to comply with the terms of Sale filed with this Petition as Exhibit No. 3. And your Petitioner states that the said sale was made at the time and place in the manner and on the terms of Sale mentioned in the Public notice of said Sale given as aforesaid and as directed and authorized by the deed of Mortgage aforementioned, but your Petitioner states that the purchase money or no part thereof has been paid. And your Petitioner prays that he be allowed for the usual and necessary costs and expenses necessarily incurred in the faithful and just execution of his trust and that the sale may be ratified and the case referred to the Auditor to state an account therein and he will ever prayc

Philip P. Kunkle
Mortgagee and Petitioner

Francis Brengle
Solicitor for Petitioner