

State of Maryland Frederick County Court:

On the 25th day of March A. D. 1875 before the subscriber a Justice of the Peace of the said state in and for the County aforesaid personally appeared Outebridge Horsey and made Oath in due form of Law that the matters and things stated in the foregoing Petition and report are true to the best of his knowledge and belief and the sale therein reported was fairly made.

Filed March 25, 1875.

Egna L. Karn

C. V. S. Levy and O. Horsey
Assignees of Mortgage from
Martin Ausherman and
Mary L. Ausherman his Wife
on
Petition

No. 4053. Equity.
In the Circuit Court for Frederick County,
sitting in Equity.
February Term 1875.

Ordered this 25th day of March 1875 that on the 17th day of April A. D. 1875 the Court will proceed to act upon the Report of Sales this day filed by C. V. S. Levy and O. Horsey assignees of Mortgage 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 of Sales at \$900.

Filed March 25, 1875.

Thomas Gorsuch, Clerk
of the Circuit Court for Frederick County.

"Valley Register" Office Middletown Md. April 10th 1875.

I hereby certify that the annexed notice was published in The Valley Register (a Newspaper printed in Frederick County) for three successive weeks prior to the 17th day of April 1875.

Filed May 19, 1875.

G. C. Rhoderick.

Certificate
of Printer

Exhibit 1

This Mortgage, made this 23th day of March A. D. 1873 by Martin Ausherman and Mary L. Ausherman his wife of the one part and Jacob Hightman Sen of the Second part all of Frederick County Maryland, Witnesseth that whereas the said Martin Ausherman is indebted to said Jacob Hightman by two Promissory Notes dated this day, the first a note for \$336 payable and due on the 1st day of April 1875 clear of interest till due and the said Ausherman being desirous to save harmless and keep indemnified said Jacob Hightman Sen. in the payment of said money from all loss, costs charges and damages and expenses which he might or could sustain on account of said money and for the further consideration of One dollar the said Martin Ausherman and Mary L. Ausherman his wife do grant unto the said Hightman Sen the House and Lot in Parkersville with all the buildings and improvements beaded to said Ausherman by Joseph Hightman and Mary E. Hightman his wife by deed bearing this date said Lot contains 2 Rods and 2 Acres of Land more or less. Provided that if the said Ausherman doth pay or cause to be paid said principal interest and Costs at the maturity of said notes then this Mortgage to be void. Provided that until default of payment the said Ausherman shall possess the premises and provided that if default shall be made in the payment as aforesaid or the interest thereon at the time or in the manner aforesaid then it shall be lawful for the said Hightman Sen. to sell the said Mortgaged premises