

and named therein prescribed, and the said Mortgage contained a power of sale authorizing the undersigned to make sale of the said Real Estate land property upon default being made in the payment of the said sum of money at the time limited therein for the payment of the same in the manner and upon the notice in the said Mortgage prescribed as by copy of the said Mortgage herewith filed marked "Exhibit A" and together with all Exhibits to be hereafter produced prayed to be taken as part of this Report will more fully and at large appear and the undersigned further reports that on the said 14 day of November 1867 the said Mortgage by assignment in writing endorsed on the said Mortgage was assigned by the undersigned to Geo. Rhodes and James M. Lawson & Brothers to indemnify the said Assignee as justice for the undersigned as in the said assignment specified as by copy of said assignment accompanying copy of said Mortgage will fully appear, and the undersigned further reports to your Honors that by deed dated the 27th of July 1872 and recorded among the Land Records of Frederick County the said Mortgage was reassigned and the said assignment released to the undersigned by the Assignee as by copy of said deed of assignment and release herewith filed marked "Exhibit B" will fully appear, and the undersigned further reports to your Honors that default has been made in the conditions of the said Mortgage by the nonpayment of the said sum of money at the maturity of the same and the undersigned did thereupon proceed to execute said power of sale aforesaid and having first filed a bond to the State of Maryland with sureties approved by the Clerk of the Circuit Court for Frederick County as by law required he advertised the said property and premises for public sale in accordance with the provisions contained in the said power of sale in the Union a newspaper published in Frederick City and County once a week for three successive weeks prior to the day of sale and in pursuance to said attended on the premises at 11 o'clock on Friday the 11th day of October 1872 and offered for sale the property and premises described in the aforesaid Mortgage and the same after being duly cried by the Auctioneer was knocked off to one L. J. Harding at and for the sum of \$2700. but the said Harding upon being requested thereto did then and there refuse and fail to comply with the terms of sale and the undersigned having reason to believe that the said bid was not bona fide did then and there reject the same and proceed to sell the said property over again and sold the same to Charles Hendry the Mortgagee he being then and there the highest and best bidder therefor at and for the sum of \$2550⁰⁰ Cash.

All of which is respectfully submitted.

Charles Hendry
Mortgagee

Filed Oct 14, 1872.

State of Maryland Frederick County to wit:

On this 14th day of October 1872 before me the subscriber a Justice of the Peace of the State of Maryland in and for Frederick County personally appeared the within named Charles Hendry Mortgagee and made oath in due form of Law that the matters and things stated