

and recorded in Liber E. S. No. 7, folio 415, one of the land records of Frederick County, and the other deed dated September 26th 1867, and recorded in Liber D. S. B. No. 1, folio 708, one of the Land Records of Frederick County, and containing One hundred and sixty five acres, three rods and four perches of land. And to which said deed of Mortgage there was a Condition annexed, that of the said Joshua Brown shall pay on or before the 18th day of January in the year Eighteen hundred and seventy seven, to the said James M. Rice, the sum of Twenty two hundred and forty six dollars with interest thereon as specified in said note - then said Mortgage shall be void" But if default shall be made either in the payment of the interest or the principal, then the said James M. Rice was by the terms and conditions of said Mortgage authorized and empowered to sell said Mortgaged premises upon the terms and conditions as stated in said Mortgage - All of which will at large appear by reference to said note, Certified Copies, of said deeds and Mortgage herewith filed as Exhibits and marked Exhibits Nos. 1, 2, 3 & 4, which said Exhibits together with all other Exhibits herein after produced said Mortgage prays may be taken and considered as part of this his report of sales. Said Mortgage further reports that default having been made in the payment, the Mortgage debt and interest thereon the said Joshua Brown the Mortgagor having departed this life - and the said Mortgage being empowered by the terms and conditions of said Mortgage to make sale of the said Mortgage premises - and the said Mortgagee having filed his duly approved bond to the State of Maryland, in the penalty of Five Thousand Dollars, with security as required by law in the Clerk's Office of your Honourable Court - and having first advertised the said Mortgaged premises for thirty days in the Republican Citizen, a newspaper published in Frederick County, and by hand bills extensively circulated throughout the County of Frederick, giving notice of the time, place, manner and terms of sale. He did pursuant to said notice attend at the City Hotel Frederick City, Frederick County, Maryland, on Thursday the 26th day of March, in the year 1878, at 12 o'clock M. and then and there offered said Mortgaged premises for sale as follows. Said Mortgagee then offered at Public Sale to the highest bidder, all those pieces or parcels of land situate and being in Frederick County, State of Maryland, in New Market District, and known as part of the "Crescent or Moab", containing One hundred and sixty five acres of land more or less, and fully described in the Exhibits herewith filed - And he the said James M. Rice reports, that he became the purchaser of said Mortgaged premises, at and for the sum of ten dollars per acre, and upon the terms of sale prescribed by the Mortgage, and set forth in the advertisement annexed to the memorandum of sale.