

Eighteen Hundred and Seventy six, as will fully appear by a Certified Copy of said Mortgage filed herewith marked Exhibit No. 1. and which with all other Exhibits herewith filed is prayed to be taken as part of this report and Petition as fully as if here inserted in words and figures; that said Mortgage further provided that if the said Mortgagors should make default in the payment of the said Mortgage debt or interest thereon according to the terms of said Mortgage, then it should be lawful for your Petitioner to sell the said Mortgage Premises for cash. - That the said Mortgagors did make such default, whereupon your Petitioner, by virtue of the Power of sale contained in said Mortgage, after having given bond with approved security 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 Federal Examiner and Republican Citizen, two newspapers published in Frederick County, and by handbills extensively circulated, he did pursuant to said notice attend at the City Hotel in Frederick City on Wednesday the 13th. day of February A. D. 1878, at 11 o'clock A. M. and there did there offer at Public Sale, all that tract or parcel of land containing Two Hundred and thirty three acres and one fourth of an acre, more or less, being the Farm described in said Mortgage and sold the same to Ann C. Stull, she being the highest bidder therefor, at and for the sum of Thirty One & 20/100 dollars per acre, the sum amounting to Seven Thousand two hundred & eighty nine dollars & six & one quarter cents (\$7289.06 1/4) and your Petitioner believing that such sale if complied with on the part of the purchaser, would be sufficient to pay the mortgage debt and interest and costs, and therefore, did not sell the Mountain land, of twenty seven & 2/8 acres conveyed by said Mortgage, but reserved the sale of the same; - that said Ann C. Stull has not complied with the terms of sale, but promises to do so upon the ratification of said sale by your Honorable Court, and has signed an acknowledgment of purchase with her husband Lewis H. Stull, which is herewith filed marked Exhibit A, E & S. - Your Petitioner prays your Honors to ratify said sale and grant him such other and further relief as the nature of the case may require, and to you Honor shall seem just, and your Petitioner will ever pray &c.

Milton G. Urner, Esq.

Wm. J. Johnson, Mortgagee

Final
Ratification
of Sale

Wm. J. Johnson, Mortgagee
of Lewis H. Stull & wife,
on
Petition

No. 4345 Equity
In the Circuit Court for Frederick
County, sitting in Equity.
February Term, 1878.

Ordered by the Court this 14th. day of March, 1878, that the Report of Sales filed in the above case, be and the same is hereby ratified and confirmed, due notice having been given as required by the foregoing Order, and no cause having been shown to the contrary, and the case is hereby referred to the Auditor to State an account, with instructions to allow the mortgagee the usual commissions,