

fully appear, and is described in said Mortgage, a copy of the advertisement containing a full description is attached to the certificate of sale filed below as Exhibit No. 2, but there being no larger sum bid than One Hundred Dollars, although every effort was made to obtain more, the said Mortgagee withdrew said Property, and afterwards on consultation with the said Mary Ann Thompson widow of the said Smallwood Thompson, recently deceased, to wit; on the 6th. day of March A. D. 1878, sold said real estate at private sale to Jacob Motzagle for the sum of Six Hundred Dollars, a certificate of which purchase is now filed as Exhibit No. 2, to this petition, which amount is a fair price and the most that could be obtained for it, that it would be for the advantage of all persons interested to ratify this sale. The said Charles W. Miller and Joseph M. Ebberts further represent that the personal estate of the said Smallwood Thompson is insolvent, and they pray that the sale may be ratified and confirmed. And as in duty bound will ever pray

John C. Motter, Solicitor
 Charles W. Miller
 Jos. M. Ebberts Mortgagees

State of Maryland, Frederick County, Oct:
 I hereby certify that on this 12th. day of March A. D. 1878, before the undersigned a Justice of the Peace of the State of Maryland, in and for Frederick County, personally appeared the above named Charles W. Miller and Joseph M. Ebbert and made oath on the Holy Evangelys, according to law that the matters and things alleged in the above report of sale are true as therein set forth and that said sale was fairly and bona fide made.

Filed March 12th, 1878. W. Mahony, J. P.

Exhibit No 1.

At the request of C. W. Miller & Jos W. Ebberts the following Mortgage is recorded May 13th. 1876.

Said Mortgage made this 10th. day of May in the year 1876, by us Smallwood Thompson and Mary Ann Thompson his wife, of Frederick County, in the State of Maryland, Witnesses Whereas, the said Smallwood Thompson, together with Charles W. Miller and Joseph M. Ebberts of said County and State as his sureties stand indebted unto the Frederick Town Savings Institution in the sum of Two Hundred and fifty dollars upon a promissory note dated the 10th. day of May, in the year 1876, and payable to the said Frederick Town Savings Institution, or order, six months after date, and the said Smallwood Thompson and Mary Ann Thompson, his wife, being willing to save harmless and keep indemnified the said Charles W. Miller and Joseph M. Ebberts and each of them against all loss, costs, charges, damages and expenses whatsoever that might to them or either of them by reason or by means of their said suretyship in said promissory note or in any notes that may hereafter from time to time be given in renewal of the same or for any part thereof have agreed to execute these presents. Now therefore in consideration of the premises we the said Smallwood Thompson and Mary Ann Thompson