

which said Deed of Mortgage contains a power of sale authorizing your Petitioner in default of Payment of said Mortgage debt to sell said mortgaged property upon certain terms and to apply the proceeds of sale in certain ways all of which will more fully and particularly appear from a certified copy of said Mortgage herewith filed as part of this Petition and Report marked Exhibit No. 1, Your Petitioner further states that default was made in the payment of the said Mortgage debt that only a small <sup>mortgage debt was kept being a portion</sup> portion of the entire due thereon, although the time limited for the payment thereof has passed, and there still remains due and unpaid the sum of fourteen hundred and forty five dollars and seventy eight cents and your Petitioner files herewith as part of this Petition and Report the promissory note referred to in said Deed of Mortgage marked Exhibit No. 2, said note having endorsed upon it all the payments which have been made on account of said Mortgage debt.

Your Petitioner further states that after having <sup>been</sup> ordered as required by the Code of Public General Laws of the State of Maryland, in such sum, and with such security as was approved by the Clerk of the Circuit Court for Frederick County, and directed to abide by and fulfil any order or decree which may be passed by your Honorable Court and by any other Court of Equity having jurisdiction in the premises, in relation to the sale of said mortgaged property or the proceeds thereof, and having given notice of the time, place, manner & terms of sale by advertisements inserted in "The Republican Citizen" a newspaper published in Frederick County for more than three successive weeks prior to the day of sale, and also by handbills circulated in the vicinity of said property he did pursuant to said advertisements attend at the Court House in Emmitsburgh in Frederick County on Saturday the 29<sup>th</sup> day of March A. D. 1879, at two o'clock P. M. and there sold the Real Estate embraced in said Deed of Mortgage as follows

In the first place your Petitioner offered at public sale to the highest bidder the Tract containing sixty eight acres of Land more or less but obtained no reasonable bid for the same, he then offered it in connection with the adjoining land embraced in said Mortgage containing forty two and one half acres of Land, and sold the both of which said tracts to Edwin Spinger he being the best and highest bidder therefor and at and for the sum of Sixty Dollars and fifty cents per acre amounting to Four Hundred and forty two dollars for the sixty eight acres tract and two Hundred and seventy six Dollars and twenty five cents for the forty two and one half acres tract, and took his within acknowledged receipt of purchase which is herewith filed as part hereof marked Exhibit No. 2.

Your Petitioner then offered at public sale to the highest bidder the tract of Mountain Land containing twenty four acres more or less and sold the same to your Petitioner J. Taylor Mottet, he being the best and highest bidder therefor at and for the sum of forty eight Dollars, and he filed herewith as part thereof his written acknowledgment of purchase being part of paper marked Exhibit No. 3.

Your Petitioner reports his said sales to your Honorable Court and prays the Court to ratify the same, and that he may distribute the proceeds under the direction of your Honorable Court, and he also prays for such other & further relief as the nature of his case may require.

The gross amount of Sales herein reported is Seven Hundred and sixty six