

No. 5066 Equity

of Frederick the real estate described in said mortgage and lying in Frederick County Maryland as copy of said mortgage herewith filed marked Exhibit N^o 1. shows.

2. In said mortgage is a condition, that if the said Lewis Mathews his heirs Executors or administrators shall pay to the Franklin Savings Bank of Frederick the sum of two hundred dollars mentioned in the promissory note, bearing date the 28th day of April 1863 and payable six months after date thereof to Ananias Henderson Secretary or order by which note, the said Lewis Mathews on the 28th day of April, in the year 1863 stood indebted to the Franklin Savings Bank of Frederick in the sum of two hundred dollars or shall pay said sum of two hundred dollars in said note mentioned or that may be mentioned in any note or notes that may from time to time be given by way of renewal of said Original note with all legal interest and discount thereof, then the aforesaid mortgage shall be void.

3. There is a promise in said mortgage, that if said Lewis Mathews shall make default in the payment of said money whenever thereto required by the Franklin Savings Bank of Frederick then the said Bank shall hold said land and premises upon the trust to sell the same, and in case of such default the President of said Bank was constituted and appointed trustee to make such sale.

4. There has been a default in the payment of the said two hundred dollars and in the payment of the interest or legal discount thereon.

5. Augustine D O'Leary is the President of said Franklin Savings Bank of Frederick and therefore entitled to sell the said property in case of default in the payment of the said two hundred dollars, or in the payment of the interest or legal discount thereon.

6. The said Augustine D O'Leary as President of the said Franklin Savings Bank of Frederick gave bond to the State of Maryland in the sum of two hundred dollars for the faithful performance of his duties as trustee under the mortgage, has given thirty days notice of the time, place and terms of the sale of the said property by advertisement in the "Examiner" a newspaper printed in Frederick County for three successive weeks before the day of sale, and also by advertisement set up at the Court House door in Frederick County and also gave notice of the time, place and terms of sale by handbills extensively circulated and posted in the vicinity of the property to be sold.

7. The said Augustine D O'Leary in accordance with said notices offered the said property at Public Sale at two O'clock P.M. on the 26th day of March A.D. 1885 and sold the same to Jacob F. Mathews for the sum of \$700. He then and there being the highest and best bidder for the same.

8. Your petitioner and orator Augustine D O'Leary prays your Honorable Court to ratify and confirm the said sale. And as in duty bound your orator will ever pray &c.

Francis Bengle
Attorney for Petitioner

Augustine D O'Leary
Trustee

State of Maryland, Frederick County, to wit:

On this 30th day of March in the year 1885 before me the subscriber a Justice of the Peace of said State in and for said County personally appeared the within named Augustine D O'Leary trustee and made oath in due form of law that the matters and things stated in the foregoing reports are true to the best of his knowledge information and belief and that the sale therein reported was fairly made.

Filed March 30, 1885.

Charles Smallwood J.P.