No 5352 Equity.

said note and the renewals.

5- That the last note given in renewal of said Note, bears date the 6th day of November A.D. 1886 and is for the sum of $2675.00, payable ninety days after date, and became due the 6th day of February A.D. 1887, and is now over due with interest from the said 6 day of February A.D. 1887, a copy of which said renewal note is filed herewith marked Exhibit No. 2.

6- That after said last renewal note became due demand was made upon said John F. Zellers by the Farmers & Mechanics National Bank of Frederick, the payee and holder of the same, through its Cashier, for the payment of said note, and the said John F. Zellers failed to pay the same.

7- That said John F. Zellers having failed to pay said note on demand, Your Petitioner as Mortgagee, by Virtue of the said Power of Sale Contained in said Mortgage, after having given bond with approved security as required by law, and after giving at least three weeks previous notice of the time, place, manner & terms of sale by advertisement in Frederick "News" a Newspaper published in Frederick County and by hand-bills extensively circulated, he did pursuant to said notice attend at the City Hotel in Frederick on Saturday the 15 day of October A.D. 1887, at eleven O'clock A.M. and there and there offered at public sale to the highest bidder all the real estate described in said Mortgage and sold the same to Chas. Edw. Zellers, he being the highest and best bidder therefor at and for the sum of Thirty Two Hundred and fifty-five dollars.

8- That said Mortgaged property is improved with six brick dwelling houses and your Petitioner believing it to be advantageous to sell said Mortgaged Property in parcels, he first sold the six houses and lots, each of which lots has a front of fifteen feet more or less, on the South side of East South Street and a depth of One hundred and fifty feet, more or less, and each of which was bought by said C. E. Zellers for five hundred and ten dollars, and your Petitioner then offered at public Sale to the highest bidder the vacant portion of said Mortgaged Lot fronting Sixty feet more or less on said E. South St. and extending back one hundred and fifty feet more or less and also sold the the same to said C. E. Zellers he being the highest and best bidder therefor, at & for the sum of one hundred & ninety five dollars, the whole of said Sales, as before stated, amounting to $3255.- and the said C. E. Zellers has obligated himself to comply with the terms of sales as will appear by his acknowledgments of purchase filed herewith marked Exhibit "C. E. Z."

9- That Your Petitioner sold said property upon the terms of one half cash and the balance in Six Months from day of Sale, the purchasers to give their notes with approved security, bearing interest from the day of Sale, and which terms your Petitioner deemed most advisable and for the best interests of all concerned.

And Your Petitioner prays Your Honors to ratify and confirm said Sales and grant him all the relief to which he may be entitled

Wilton G. Ulmer,
Solct.

J. Wm. Biely,
Mortgagee & Trustee under the Mortgage.