No. 6155. Equity.

certain Deed of Mortgage dated on the 30th day of July 1892, and duly recorded, convey to the said George W. Devilbiss all those contiguous parts of tracts of land situated in Frederick County. Containing in the aggregate 73 acres, one rood and 10 square perches and which are fully described in said deed of Mortgage and to which said deed of Mortgage there was a condition annexed that if the said Burgess E. Moore should pay the said sum of money and the interest thereon annually and should perform all the Covenants therein on his part to be performed then said Mortgage should be void: and also provided that in case of default being made in the payment of the mortgage debt aforesaid or of the interest thereon in whole or part or of any Agreement Covenant or Condition of said Mortgage, then the entire Mortgage debt intended to be thereby secured should at once become due and demandable and the said George W. Devilbiss was authorized and empowered to make sale of the Mortgaged premises upon the terms and Conditions as set forth in said Mortgage, all of which will fully appear by reference to the original of said Mortgage and the said promissory note which are herewith filed as part hereof marked respectively Exhibits "A" & "B."

Order Ni Sicon Sales.

2.- And the said George W. Devilbiss Mortgagee as aforesaid further reports that default having been made in the terms and Conditions of said mortgage and the said Burgess E. Moore having departed this life leaving his widow and children surviving him as his heirs at law, and the said widow and children having united in a written Consent and request to said Mortgagee to sell said Mortgaged premises under the power of sale set forth in said Mortgage as will more fully appear by reference to said written Consent and request herewith filed as part hereof marked "Exhibit "C." Your petitioner having first filed his duly approved Bond to the State of Maryland in the penalty of Three Thousand Dollars in the Clerks office of your Honorable Court and having advertised the Mortgaged premises in the "Banner of Liberty" a newspaper published in Frederick County for more than twenty-days as required by the terms and Conditions of said Mortgage and also by hand-bills circulated through the neighborhood of the property, giving notice of the time place, manner and terms of sale, he did pursuant to said notice attend on the premises in Frederick County, Maryland on Friday the 4th day of August 1893 at two O'clock P.M. and then and there offered the said Mortgaged premises at public sale as follows - to the highest bidder at public sale all that desirable property Containing 73 acres 1 rood and 10 perches of land more or less situated in Frederick County and described in said deed of Mortgage and in said advertisement a copy of which is annexed to the memorandum of sale hereinafter filed and sold the same to - himself at and for the sum of Seventeen hundred dollars upon the terms provided by said Mortgage and set out in said advertisement he being the highest and best bidder therefor, and the said purchaser has given an acknowledgment of purchase which is herewith filed marked "Exhibit G.W.D."

Exhibit A.

3.- And the said Mortgagee further reports that said purchaser has not yet complied with the terms of sale but promises to do