

No. 14-10 Equity

hundred dollars, with interest thereon from the said 14th day of September A. D. 1894.

IV That the said mortgage contained a power of sale authorizing the said Elmer Johnson, his personal representatives or assigns, in case of any default in compliance with the provisions therein contained, to sell the mortgaged premises at public sale at the Court house door in Frederick City, Frederick County, Maryland for Cash for the purpose of paying the said debt under the Acts &c. of sale, that a default having occurred as aforesaid the said Lydia Bantz Julia her bond to the State of Maryland in the penalty of thirty-six hundred dollars conditioned to the faithful performance of the trust reposed in her, which bond was duly approved by the Court and recorded by the Clerk of this Court among the records of his office, all of which appears at large.

V That the said Lydia Bantz believing it to be to advantage of all parties in interest to sell said property on the premises instead of at the Court house door as provided in said mortgage, and all the parties in interest having assented thereto in writing, as shown by the waiver signed by the said J. Graham Johnson and Elmer Johnson, his wife, Edward E. Schelberger, the assignee of the other mortgage on part of said property, Frank, son of the deceased of the partnership firm of Johnson and Kemp; and Messrs John B. Mottet, J. Roger McSherry and Frank L. Stone, the permanent trustees of the insolvent estate of the said Ezra S. Kemp, Julia herewith as exhibit No. 4 gave notice of the time, place, manner and terms of sale by advertisement in the Daily News and in the weekly News once in each week for four successive weeks prior to the day of sale, as shown by the Certificate of the publisher of said newspapers Julia herewith as Exhibit No. 5, and by hand bills conspicuously posted, in all of which notices the sale was advertised to be on the premises instead of at the Court house door.

VI That having given her bond as aforesaid, and having given the notice aforesaid, the said Frank S. Norwood as solicitor for the said Lydia Bantz, as aforesaid to in the waiver aforesaid, described above as Exhibit No. 4, attended on the premises in Walkersville on Saturday, May the 11th A. D. 1895 at the hour of 2 O'clock P. M. at the time and place mentioned in said advertisement and offered the said real estate for sale at public sale to the highest bidder on the terms and in the manner set forth in said advertisement and sold the same then and there as follows:

He first offered lots Nos 23, 24, 25, 26, 27, 28 and 29 separately for which the aggregate of the highest bids was the sum of five hundred and thirty seven dollars (\$537.-) and then offered the said seven lots as an entirety, for which the highest bid was the sum of seven hundred