

No. 7450 Equity.

held by said Bank in renewal of the original note, which renewal note is also herewith filed as part hereof marked "Exhibit No. 2."

2. That among other things said mortgage provided that if default should be made in the payment of said promissory note at maturity or of any renewal thereof when such renewal should fall due and payable and when payment thereof should be demanded by said Bank, then it should be lawful for said William H. Nicodemus to sell the mortgaged premises at the premises in said County by public auction for cash, after giving notice of the time, place and terms of sale in some newspaper published in Frederick County, for three successive weeks prior to the day of sale and to apply the proceeds of such sale in the manner directed in said mortgage as by reference thereto will fully appear.

3. That a default having occurred in the terms and conditions of said mortgage authorizing the execution of the power of sale in said mortgage contained, the said William H. Nicodemus as attorney granted therein, having first given bond in the penalty of six hundred dollars with approved security as required by law and filed the same with the Clerk of the Circuit Court for Frederick County and having given notice of the time, place, manner and terms of sale by advertisement in the "Weekly News", a newspaper published in Frederick County for more than three successive weeks prior to the day of sale and also by handbills extensively circulated, did in pursuance of said notice attend on the mortgaged premises in Burkittsville, Frederick County, Maryland, on Saturday the 11th day of January, 1902 at 1 o'clock P.M. and then and there offered at Public sale the real estate described in said mortgage being also the same real estate described in said advertisement of sale, a copy of which advertisement is herewith filed annexed to the memorandum of purchase and sold said real estate to Estee J. Turner at and for the sum of Two Hundred and forty-seven Dollars, she being the highest and best bidder therefor, and that the said purchaser has obligated herself to comply with the said terms of sale as will appear by the memorandum of purchase herewith filed marked "Exhibit No. 3."

4. That therefore is now due on account of said mortgage indebtedness the entire principal of Two Hundred and fifteen dollars and interest thereon from the 17th day of May 1901 as will appear by reference to the aforesaid Exhibit No. 2.

5. And your petitioner reports the gross amount of said sale at \$247.00. All of which is respectfully submitted.

Wm. H. Nicodemus  
Attorney named in the Mortgage

Leighton O. Needy,  
Solicitor for Petitioner

State of Maryland, Frederick County, to-wit:

I hereby certify that on this 13th day of January 1902, before me the clerk of the Circuit Court of the Circuit Court for Frederick County, personally appeared William H. Nicodemus and made oath in due form of Law that the matters and things stated in the foregoing Report of sale are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Douglas H. Hargett, Clerk.

Filed January 13.

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