No 7779 Equity

Frederick County, a certified copy of which mortgage is herewith filed as part hereof marked "Exhibit No 1" together with the last renewal note held by said Bank which is also 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 or of any renewal thereof at maturity, then it should be lawful for the said William H. Nicodemus, to sell the said mortgaged premises at the Court House Door in Frederick City, Frederick County Md. at public auction for cash, after giving notice of the time and place, manner and terms of sale in some newspaper published in the City of Frederick at least once a week for three successive weeks prior to the day of sale, and to apply the proceeds of such sale in the manner directed by said mortgage, or by reference thereto which will fully appear.

3. That a default having occurred in the terms and conditions of said mortgage contained, the said William H. Nicodemus as the attorney named therein, having first given bond as required by law in the penalty of one thousand dollars, which bond was duly approved and filed in the Clerk's office of your Honorable Court, and having given notice of the time, place, manner and terms of sale by advertisement in the "Daily News" a newspaper published in Frederick City for more than once a week for three successive weeks prior to the day of sale, and also by handbills extensively circulated in said City, a copy of which advertisement is herewith filed annexed to the memorandum of purchase, did in pursuance of said notice attend at the Court House door in Frederick City, Frederick County, Md., on Saturday the 28th. day of May 1904 at 11 o'clock a. m. and there and there offered at public auction for cash the real estate described in said mortgage, being also the same described in said advertisement of sale, and sold the said real estate on the terms advertised to John B. Hickman and for the sum of Five Hundred Dollars, he being the highest and best bidder therefor, and that said purchaser has not yet