

No. 4406 Equity.

property at the risk if the said purchase and said order was passed to recall the same at the risk of the said purchaser on the 18th day of September 1905. all of which appear from the papers filed in this cause.

3. That pursuant to the said order to re-sell and by virtue of the power of sale in the said mortgage contained, your petitioner readvertised the said real estate situated near Motters Station in Frederick County, Maryland, and pursuant to said notice, which was inserted in the Communistburg Chronicle, a newspaper publishing in Frederick County, a certified copy of which is herewith filed marked exhibit No 5, did attend at the Metropole Maryland Hotel, now the Hotel Phangler on Tuesday, October the 14th, 1905, at 130 o'clock P. M. and there and there offered the said real estate at public auction and sold the same to Alton A. Wacker, at and for the sum of four hundred and ninety two dollars and fifty cents upon the terms set forth in the said mortgage he being then and there the highest and best bidder therefor, and took from him a certificate of purchase of said sale which is herewith filed as part heretofore marked exhibit No 6.

4. That the said purchaser has not complied with the said terms of sale but promises to do so on the ratification of the same by your honorable court.

5 That there is due from the former purchaser, Ulysses P. Deibel, the entire amount of the purchase money for the said property, viz: - Seven hundred and seventy five dollars, with interest thereon, from the 29th day of April 1905, and that the gross amount of the purchase money of the sale is five hundred and ninety two dollars and fifty cents (\$592.50) and your petitioner prays your honorable court to ratify said sale.

Vincent Deibel
Solicitor

All of which is respectfully submitted
Victor H. Jordan

State of Pennsylvania County of York, to-wit
I Levy M. Bauge Notary Public of the State of Pennsylvania in and for the County of York, do hereby certify that on the 15th day of November 1905 personally appeared before me the above named Victor H. Jordan assignee of mortgage, and made oath in due form of law that the matters and things