

## No 5121 Equity

in Liber Q. H. Co No 16. folio 21 vs., one of the Land Records of said County, a Certified Copy of which Mortgage is herewith filed as part hereof marked Exhibit No. 1, together with the last renewal of said note held by said Bank which is 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 note or any renewal thereof at maturity, then it should be lawful for the said William H. McDermis to sell said mortgaged premises in Frederick County, Md., at public auction for cash, after giving notice of the time place, manner and terms of sale in some newspaper published in Frederick County, at least once a week for three successive weeks prior to the day of sale and to apply the proceeds of sale in the manner directed by said Mortgage as by reference thereto will fully appear.

3 That a default having occurred in the terms and conditions of said Mortgage which authorized the execution of the power of sale in said mortgage contained, the said William H. McDermis as the attorney therein named, having first given bond was duly appointed 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 "Weekly News" a newspaper published in Frederick County, once a week for more than three successive weeks prior to the day of sale, and also by handbills extensively circulated in the neighborhood of said property, a copy of which advertisement is herewith filed annexed to the memorandum of purchase filed in pursuance of said advertisement offer said mortgaged premises on the terms as advertised to Samuel E. Davis and Elizabeth O. Davis, his wife, at and for the sum of Two Thousand and Thirty Dollars, they being the highest and best bidders therefor, and that said purchasers have not yet complied with the terms of sale but promise to do so as will appear from their acknowledgment of purchase herewith filed as part hereof.

4. That there is now due on account of said Mortgage indebtedness the entire principal of Twelve Hundred Dollars, with interest thereon from the 7th day of December 1906. as will appear by reference to the aforesaid Exhibit No. 2.