

NO. 8366. Equity.

One of the Land Records for Frederick County, Maryland, and which said original mortgage is herewith filed with the Report of Sales, and is proposed to be considered as a part hereof together with all other Exhibits marked Exhibit No. 1.

Ind.

That the said mortgage recited and amended as aforesaid contained a provision that if default should be made in the payment of the said promissory note, when the same should become due and payable, according to the tenor and effect thereof, that it should be lawful for the said Ellen V. Payne or her assignor to sell the mortgage premises at public sale for cash and apply the proceeds of sale to the payment for first to the payment of the said promissory note and the expenses of sale, and the surplus to the said Louisa Giegling, William H. Giegling and Abbea Binly, their executors, administrators and assigns.

Ind.

That the said Louisa Giegling, William H. Giegling, her husband, and Abbea Binly, did default in the payment of the promissory note aforesaid (which is herewith filed marked as Exhibit No. 2.) which the said mortgage was given to secure the payment thereof, and it became lawful for the said Ellen V. Payne or W. Thimaton Buckley, the assignee of the said mortgage to execute the power of sale therein contained, and that after giving bond with security for the faithful performance of his trust and having complied with all provisions and prerequisites, as required, as required by law and after having given notice of the time, place, manner and terms of sale by advertisements inserted in the News a Newspaper published and printed in Frederick County, for at least three successive weeks before the day of sale and advertisements by hand bills posted in the most conspicuous places in the neighborhood of the premises for three successive weeks before the day of sale that Court Petitioner, assignee of the said mortgage as aforesaid and pursuant to said notice attend in front of what is known as Binly's Store in the town of Ladiesburg in Frederick County, Maryland on the 14th day of November 1908, at the hour of 11 o'clock P.M. and there and there proceeded to sell said mortgaged property in the manner and form following, that is to say:

This petitioner offered the said property at public sale and there and there sold the same to Samuel Lookingbill,