

No. 8633 Equity.

(7)
No. 2 and which said exhibits, as well as all other exhibits are prayed to be taken and considered as a part hereof by your Honorable Court.

2nd.

That the said mortgage recorded and executed, as aforesaid contained a provision, that if default should be made in the payment of the said promissory note and the interest thereon, when the same should become due and payable, it should be lawful for your Petitioner, the said George B. Buckley, Mortgagee, to sell the said mortgaged lands and premises, at public sale, for cash, and apply the proceeds of sale, to the payment first of all expenses incident to said sale, including the usual commissions to the Mortgagee or an allowed trustee in making sale of said Estate in the Circuit Court for Carroll County, sitting as a Court of Equity and a Counsel fee to the Solicitor for the said mortgage and then to the payment of the mortgage debt and interest, and the surplus to be the said John H. Stern and Rosa S. Stern, his wife, and their heirs and assigns, as in said mortgage recited, all of which will more fully appear to your Honors, by reference to said Exhibit No. 1.

3rd.

That the said John H. Stern and Rosa S. Stern, his wife, the defendants did default in the payment of the said promissory note, (Exhibit No. 2) which the said mortgage was given to secure the payment thereof, and it became and was lawful for the said George B. Buckley, Mortgagee, to execute the power of sale, in said mortgage contained, and after giving bonds, with security, for the faithful performance of his trust in the premises as required by law, the same being duly filed with the clerk of your Honorable Court, before advertising was made of the said mortgaged lands and premises, and after having complied with all other provisions and prerequisites as required by law and after having given notice for more than twenty days, and for more than three successive weeks before the day of sale of the time, place manner and terms of sale, by advertisement inserted in "The Pilot" a newspaper printed and published in Carroll County, (which is indorsed by the Trustee Certificate herewith filed and prayed, to be considered as a part hereof as Exhibit No. 3.) and also by hand bills posted in the neighborhood of the property, that your Petitioner the said George B. Buckley, Mortgagee, as aforesaid, did pursuant, to said notice