

given for the sum of eighty dollars with interest thereon at 6 per cent per annum payable semiannually, as will appear from said mortgage and note filed as Exhibits A and B respectfully, which with all others exhibits are prayed to be taken as part of this Petition,

2. That your Petitioner paid the interest on said note for the years 1898, 1899 and 1900,

3. That on the 22nd day of August, 1900, the said Franklin Savings Bank by its secretary, William H. Nicodemus, named in the mortgage, duly assigned said mortgage and note, as will appear by reference thereto,

4. That there remained due and demandable the entire principal on said note and the interest therefrom from August, 1898, and that the mortgage debt therefore became due and demandable,

5. That said mortgage contained a power of sale in event of default in payment of either principle or interest on said note,

6. That your Petitioner filed his bond duly approved by the Clerk of the Circuit Court for Frederick County, for the sum of Twelve Hundred (1,200.00) Dollars,

7. That your Petitioner then proceeded to sell the real estate mentioned in said mortgage, having first given proper notice of the time, terms, manner and place of sale require by said mortgage, as will appear by reference to the printers certificate and a copy of the bills filed in this case and marked Exhibits "C" and "D",

8. That your Petitioner on the 19th, day of March, 1902, in accordance with said notice sold said real estate at public auction to Lorenzo S. Gardner, he being then and there the highest and best bidder, for the sum of Four Hundred and Seventy-five (\$475.00) Dollars, and took his certificate of purchase, filed in the case as Exhibit "E", and made his report of said sale to Your Honorable Court on March 27th, 1902,

9. That on the 18th, of April, 1902, the said Lorenzo S. Gardner filed his petition to be released as purchaser of said real estate and asked that Maud Gardner be substituted in his stead, said Maud Gardner also filed her petition to the same purpose, and your Petitioner assenting thereto, it was by this Court ordered and adjudged that Lorenzo S. Gardner be released and Maud Gardner be substituted purchaser in his stead of the above real estate on the same terms and conditions, said order being passed April 18th, 1902,

10. That the petition and report of sales made by your petitioner, with Maud Gardner as the substituted purchaser, was finally ratified and confirmed by this Honorable Court and the papers referred to the Auditor to state an Account, said ratification taking place the 28th, day of June, 1902,

11. That no audit has ever been stated in this case, and that the said Maud Gardner has paid no part of the aforesaid purchase money, although she has had notice of the ratification of said sale, so made as aforesaid, and twelve years have elapsed since said ratification,

12. That on July 1st, 1902, your Petitioner paid the costs in this case, which amounted to \$28.00, and was himself paid the said costs and a sum equal to the principal and interest of the mortgage aforesaid, by his brother Elmer E. Mateny, about \$128.00 or \$130.00 in all,

13. That the principle and interest on said mortgage to date amounts to One Hundred and Sixty Dollars and Eighty cents (\$160.80), which with the costs aforesaid totals One Hundred and Eighty Eight Dollars and eight cents, which is the amount now due Elmer E. Mateny, my brother,

14. That in the last ten or twelve years my said brother Elmer E. Mateny has kept up the taxes, insurance and repairs on the said real estate and for these purposes has expended about \$511.30, for which he has not been reimbursed,

15. That during the last ten years my said brother, Elmer E. Mateny, has been the sole occupant and tenant of said property, without paying rental, the reasonable value of