

4. That said purchaser has not yet complied with the said terms of sale, but promises to do so on the ratification of said sale by your Honorable Court, as will appear by his acknowledgement of purchase herewith filed as part hereof marked Exhibit No. 3.
5. That there is due on account of said mortgage indebtedness the whole of the principal debt of Twenty-five Hundred Dollars and an arrearage of interest amounting on the day of sale to \$323.34 and your Petitioner files herewith the promissory note mentioned in said mortgage marked No. 4.
6. And your Petitioner prays that said sale may be ratified and report the gross amount of said sale at \$3665.00 All of which is respectfully submitted.

Clayton O. Keedy Solo.

Lewis S. Clingan

State of Maryland, Frederick County, to-wit:-

I hereby certify that on this 4th day of March in the year 1916, before me the Clerk of the Circuit Court for Frederick County, personally appeared Lewis S. Clingan Petitioner and mortgagee as mentioned in the foregoing Petition and made oath in due form of law that the matters and things stated in the foregoing Petition and Report of sale are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Filed March 4'1916.

Eli G. Haugh
Clerk.

EXHIBIT NO. 1

At the request of Ann C. Kunkel the following Mortgage is received for record and recorded July 3rd, 1902, at 10,30 O'Clock A.M.
TEST!-Douglass H. Hargett, Clerk.

THIS MORTGAGE, made this third day of July in the year Nineteen Hundred and two, by us John W. Weller and Olivia M. Weller his wife, both of Frederick county, State of Maryland, WITNESSETH!-Whereas I, the said John W. Weller by my promissory note bearing even date with these presents, and payable three years after date to Ann C. Kunkel or order for the sum of Two Thousand five Hundred Dollars, with interest from date at the rate of four and one half per cent per annum, payable semi annually, stand indebted unto the said Ann C. Kunkel in the amount of money in said promissory note recited, which I hereby acknowledge I have received and for the purpose of securing the payment of the above receipted promissory note at the maturity thereof, and of the payment of the interest thereon, as the same shall become due and payable, we the said John W. Weller and Olivia M. Weller his wife, have agreed to execute these presents, now therefore in Consideration of the above recited premises, and the further consideration of the sum of five dollars, the receipt of which is hereby acknowledged we the said John W. Weller and Olivia M. Weller his wife, do hereby grant in fee simple unto Ann C. Kunkel, first, all that lot or parcel of ground situated in the Second Election District of Frederick county, Maryland, being a part of a tract of land called "Locust Levil" and embracing Lots 1, 2, 3, and 4, of Falconer's Sub-division of said tract, it being the same tract of land conveyed to the said John W. Weller by Laura V King by deed bearing date on the 21st day of September in the year Nineteen hundred and Eighty Nine, and duly recorded in Liber W. I. P. No. 9, folio 522 one of the Land Records of Frederick County, Secondly all that lot piece or parcel of land, situated lying and being in Frederick County, State of Maryland, which is described as follows, Beginning for the same at the South East corner of a lot sold by William H. Falconer to Annie E. Brengle by deed dated November 23'd A. D. 1878, and recorded in Liber T. G. No. 10 folio 491, One of the Land Records of Frederick County, and running thence South forty One degrees, west ten and seventy four one hundredths perches to a stake, thence North fifty two degrees West, Seven and forty five One hundredth perches to a stake thence North forty One degrees East ten and seventy four One hundredths perches to the South West Corner of the lot aforesaid, sold by the said William H. Falconer to Annie E. Brengle and with the south side thereof South fifty two degrees East seven and forty five one hundredths perches to the place of beginning, containing and laid out for One half an Acre of land, and being the same land