

bidder the above described 96 square perches of land, more or less, together with the buildings and improvements thereon, and sold the same to Daniel E. Swomley and Myrtle M. Swomley, his wife, they being then and there the highest bidders therefor, at and for the sum of Twenty-three Hundred Dollars (\$2300.), and upon the terms of sale set forth in said advertisement of sale; a copy of which, together with the written acknowledgement of purchase, is herewith filed as part hereof.

3d. That amount of loss suffered by the said William G. Baker, by reason of his guaranteeing the payment of the notes as aforesaid, was the sum of Twenty-one Hundred and Sixty-seven Dollars and Eighteen Cents (\$2167.18) paid by him to the Citizens National Bank of Frederick, on the 11th day of July, in the year 1916; to which said sum, together with interest thereon from the date of the payment thereof, as aforesaid, petitioner is entitled out of the proceeds of sale.

4th. Your petitioner further reports that he has not received from said purchaser a deposit of Two Hundred and fifty Dollars (\$250.), to insure their compliance with the terms of sale; and that the gross amount of sales is the sum of Twenty-three Hundred Dollars (\$2300.).

WHEREFORE your petitioner prays your Honors that said sale be, after the publication of the usual order nisi thereon, finally ratified and confirmed.

And for such further or other relief as the nature and equity of the case may require. And as in duty, etc.

Wm. G. Baker.  
Mortgagee.

John S. Newman, Solo. Filed Aug. 4th, 1916.

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

I hereby certify that on this 4th, day of August, in the year Nineteen Hundred and Sixteen, before me the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, duly commissioned and qualified, personally appeared William G. Baker, Mortgagee, and made oath in due form of law that the matters and things stated in the foregoing petition and report are true as therein set forth, to the best of his knowledge and belief, and that the sale therein reported was fairly made. Witness my hand and Seal Notarial the day and date above written.

J. Travers Thomas.  
Notary Public.



EXHIBIT "A"

At the request of William G. Baker the following Mortgage is received for record and recorded November 22nd, 1913, at 3.40 O'Clock P.M.

TEST:- Harry W. Bowers, Clerk.

THIS MORTGAGE OF INDEMNITY made this 22nd day of November, in the year Nineteen hundred and thirteen, by Milton E. Tucker and Henrietta L. Tucker his wife, of Frederick County, State of Maryland, WITNESSETH:- Whereas, William G. Baker has agreed to become guarantor for us the said Milton E. Tucker and Henrietta L. Tucker, his wife, on a joint and several promissory note, bearing even date with these presents, for the sum of Fifty Nine hundred Dollars, payable six months after date to the order of the Citizens National Bank of Frederick, and for the purpose of indemnifying and saving harmless the said William G. Baker by reason of his guaranteeing the payment of said note, or by reason of his guaranteeing the payment of any note or notes that may hereafter from time to time, be given in renewal of said said promissory note, we the said Milton E. Tucker and Henrietta L. Tucker his wife, have agreed to execute these presents, Now Therefore, in consideration of the above receipted premises and of the sum of Five dollars (\$5.00) to us in hand paid at and before the execution and delivery of these presents, the receipt of which is hereby acknowledged, we the said Milton E. Tucker and Henrietta L. Tucker, his wife, do hereby grant and convey unto William G. Baker, all that piece or parcel of ground together with the improve-