

tioned, to secure the payment of his promissory note dated July 8th, 1908, and payable two years after date with interest a certified copy of which mortgage is filed herewith marked "Exhibit No. 1" to this Petition and Report of Sales, which Mortgage contained a covenant and condition that if the said Mortgagor should default in the payment of the said Mortgage debt, represented by the promissory note aforesaid or the interest thereon as the same becomes due and payable, it should be lawful for your petitioners, assignee of said Mortgage property; that the said Elmer J. Pittinger did default in the payment of said promissory note as well as the interest thereon, whereupon your Petitioner, assignee of said Mortgage, by assignment dated May 14th, 1912, proceeded to exercise the power of sale contained in said mortgage, by first giving his bond to the State of Maryland, conditioned upon the faithful discharge of his duties in the premises, and three weeks public notice of the time, place, manner and terms of sales in a newspaper printed and published in Frederick County, Maryland, and petitioner attended on the premises in Frederick County, Maryland on the 5th day of August, 1916, at the hour of two o'clock P.M. and then and there offered said real estate at public sale to the highest bidder according to the terms of said Mortgage, and then and there sold the same to Isaac L. Hankey at and for the sum of \$890.00, he being the highest and best bidder therefor taking his certificate of purchase for the amount of the purchase money, which is filed herewith marked "Exhibit No. 2."

And Petitioner prays that said sales may be ratified and confirmed.

And as in duty, etc.

Isaac L. Hankey
PETITIONER.

STATE OF MARYLAND, FREDERICK COUNTY, Set:-

I hereby certify that on this 10th day of August, 1916, before the subscriber, the Clerk of the Circuit Court for Frederick County, personally appeared Isaac L. Hankey, assignee of Mortgage and made oath in due form of law that the matters and things set forth in the foregoing Petition and Report of Sales, are true and boni fide as therein stated, and that said sales were fairly made.

August
Filed, 4th, 1916.

Eli S. Haugh
CLERK.

EXHIBIT NO 1.

At the request of John S. Hoffman the following Mortgage is received for Record and recorded July 10th, 1908, at 12 o'clock M.

Test:- Samuel T. Haffner-Clerk.

THIS MORTGAGE: made this 8th day of July in the year Nineteen hundred and eight, by me Elmer J. Pittinger of Frederick County, in the State of Maryland, Witnesseth: that whereas the said Elmer J. Pittinger now stands indebted to John S. Hoffman in the full and just sum of Seven hundred and seventy five dollars (\$775.00) upon his promissory note of even date herewith payable to the said John S. Hoffman, or order two years after date, with interest thereon from date thereof payable semi-annually, at five and one half per cent, and to better secure the payment of the said promissory note at maturity and the interest thereon when due and payable, I the said Elmer J. Pittinger have agreed to execute these presents, now therefor in consideration of the premises and the sum of one Dollar in hand paid I the said Elmer J. Pittinger, do hereby grant and convey unto the said John S. Hoffman, all that tract or parcel of land situate, lying and being in Frederick County, State of Maryland, about one mole North of Creagerstown, in said County, adjoining the lands of George W. Hoffman, John S. Hoffman and others, containing twenty three and one half acres of land more or less, and is particularly described in a deed from the said John S. Hoffman and Mary E. Hoffman his wife to the said Elmer J. Pittinger