

discharge the trust reposed in him by said Mortgage and Assignments thereof, and to exercise the power of sale therein given, he executed a Bond to the State of Maryland, in the penalty of FIFTEEN THOUSAND DOLLARS, (\$15,000.00) with sureties, and containing the usual conditions, which said Bond was duly approved by the Clerk of your Honorable Court, and is filed in this case.

SECOND:-That he then advertised the real estate described in and by said Mortgage conveyed for sale, at public sale, to the highest bidder, the farm or parcel of land in said Mortgage described to be sold on the premises in "The News" a paper published in Frederick County, Maryland, also in "The Sentinel" and "The Pilot" two newspapers published in Carroll County, Maryland, once a week in each of three successive weeks before the day of sale, and also by hand-bills circulated in the vicinity of the place of sale, and elsewhere in said Frederick County, as well as some of said hand-bills circulated in Carroll County, a few miles distance from said premises, as well as one of which was put up at the Court house in Frederick, Frederick County, Maryland, and one was put up at the Court house in Westminster, Carroll County, Maryland, by which said advertisement, he gave notice of the time, place, manner and terms of sale, which terms were as follows:-One third of the purchase money to be paid to the undersigned upon the ratification of sale by the Court; the balance thereof in two equal payments, of six and twelve months, from day of sale; the credit payments to be secured by the note of the purchaser or purchasers, with approved security, bearing interest from day of sale. A certified check for \$500.00, or the cash, will be required of the purchaser on day of sale.

THIRD:-That in pursuance of said advertisement, he attended on the premises, being the farm advertised to be sold, situate one mile West of Johnsville, on the County road leading from Johnsville to Woodsboro, and adjoining the lands of Stewart Brandenburg, Jacob Diehl and others, on Wednesday, 11th, day of August, A.D. 1915, about the hour of 2 o'clock, P.M. and then and there proceeded to sell said real estate, at Public Sale, to the highest bidder upon the terms of sale aforesaid, and for the quantity of 177 Acres, 3 Rods and 36 Square Perches of land more or less, the growing crops thereon being excepted, and the same as offered was knocked down to Earnest W. Boone, of Frederick County, Maryland, (at 40 Dollars per acre) as the purchaser thereof at and for the aggregate of Seven Thousand, One Hundred and Nineteen Dollars, he being then and there the highest bidder thereof, it was further understood that the fruit on the trees, as well as all long feed not used upon the property by the present tenant on or before the 31st day of March, A.D. 1916, was to be left upon the farm.

The purchaser also consulted with the heirs of the said Mortgagor, and he insisted upon the taxes for the year of 1915, be paid, because all crops was reserved, on the property of 1915, but to this the Assignee of Mortgagee did not give either His assent or dissent, but said that the matter would have to be governed by the Law. Your Assignee of Mortgagee further reports that the said Earnest W. Boone, purchaser aforesaid, paid as a part of the purchase money, the sum of Five Hundred Dollars, upon day of sale; signed a certificate of purchase of said property, gave his personal notes for the Second and Third payments, bearing interest from day of sale, payable respectively Six months from day of sale, and the other payable April 1st, A.D. 1916; but said that He expected to pay the full purchase money Cash upon the ratification of said sale by Your Honorable Court; and was informed by your Assignee of Mortgagee, that a He had the privilege of paying the full purchase money at any time after the ratification of said sale, paying However all interest accrued on the notes given as aforesaid, ALL OF WHICH IS RESPECTIVELY SUBMITTED.

George L. Stockdale
Solicitor for Assignee.

N. Charles Graybill
Assignee of Mortgagee.