

sale to be distributed as therein provided; all of which will fully appear by reference to a ¹²⁹ certified copy of said Mortgage herewith filed as Exhibit "A" to this petition and report; and which together with all other exhibits herewith produced, it is prayed may be taken and considered as part hereof.

2d.-That default having been made in the payment of more than three of the above mentioned installments, the said Samuel R. Barr, Trustee, at the request of the Mortgagee, proceeded to foreclose said mortgage and to sell the property therein conveyed as follows: After giving bond, with security, for the faithful discharge of his trust, as required by law, and giving notice of the time, place, manner and terms of sale, by advertisements inserted in the Brunswick Blade, a newspaper published in Frederick County, for more than three successive weeks before the day of sale, he did, pursuant to said notice, attend at the store of William L. Gross, in Brunswick, Frederick County, Maryland, on Friday, the 24 day of November, in the year 1916, at the hour of 11.30 o'clock, A.M. and then and there proceeded to sell said real estate as follows: -He offered at public sale to the highest bidder said lot of ground designated as Lot Number One Hundred and Seventy-four (174) West of Maple Avenue, on the plat of C.M. Wemmer's Second Addition to Brunswick, situate in Brunswick, Frederick County, Maryland, together with the improvements thereon, and sold the same to Howard Marvin Jones, he being then and there the highest bidder therefor, at and for the sum of Five Hundred and Twenty-Five Dollars (\$525.00).

3rd. That he took from said purchaser his written acknowledgement of purchase, which is herewith filed as part hereof.

4th. That said purchaser paid at the time of said purchase, in accordance with the terms of the advertisement of sale, the sum of Fifty Dollars (\$50.00) as a deposit, to insure compliance with the terms of sale.

5th. This petitioner and Trustee further reports that the amount due on said mortgage, with interest thereon to the day of sale is the sum of three hundred and Ninety one and $45\frac{1}{100}$ Dollars. (\$391.45).

6th. And said Trustee further reports the gross amount of sales to be the sum of five hundred and Twenty-five Dollars (\$525.00).

WHEREFORE your petitioner prays Your Honors to finally ratify and confirm said sale, after the publication of the usual order nisi thereon. And such other and further relief as the nature and equity of the case may require. And as in duty, etc.

Samuel R. Barr
Trustee.

State of Maryland, City of Baltimore, to-wit: -

I hereby certify that on this 29th day of November, in the year Nineteen Hundred and Sixteen, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, personally appeared Samuel R. Barr, Trustee, and made oath in due form of law that the matters and things set forth in the foregoing report are true as therein stated, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal the day and date above written.

Geo. W. Haulenbeek
Notary Public My commission expires
May 1st, 1918.

Filed Dec. 11th, 1916.



EXHIBIT "A"

THIS MORTGAGE, made this 12th day of July, in the year Nineteen hundred and Nine, between George E. Brooks and Sarah E. Brooks, his wife, of Frederick County, State of Maryland, parties of the first part, and The Real Estate and Improvement Company of Baltimore City, a corporation duly incorporated under the laws of the State of Maryland, party of the second part:

WHEREAS, the said parties of the first part have received from the said The Real Estate and Improvement Company of Baltimore City, an advance of Five Hundred dollars, for the purpose of purchasing the property herein described, the due execution of this Mortgage having been a condition precedent to the granting of said advance, and said sum hereby secured has been applied to the purchase of the property hereinafter described and this day conveyed to the said parties of the first part as hereinafter stated; NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the sum of Five