

W. Buxton, all its right, title, interest and estate in and to the following described real estate, situated, lying and being in Frederick and Carroll Counties, in the State of Maryland, to-wit: - I; all that tract of land, situated, lying and being One and One Fourth miles South of the town of Union Bridge, on the turnpike leading from said town to Unionville, containing One Hundred and seventy four (174) acres and ninety three (93) square rods of land, being the same real estate conveyed unto Lockwood C. Rines by Isreal C. Rinehart and Lucinda Rinehart, his wife, by a deed bearing date on the 16th. day of May, 1910, and by the said Lockwood C. Rines and his wife, Mary H. D. Rines, by deed conveying the same real estate unto Edwin C. Brandenburg and John M. Woods, in Trust, by deed bearing date on the 16th. day of May, A. D. 1910; ii. all right, title, interest and estate of the said Lockwood C. Rines and Mary H. D. Rines, his wife, in and to and under the lease executed to the said Lockwood C. Rines by Isreal C. Rinehart and Lucinda Rinehart, his wife, on the 26th day of March, 1906, and in and to the land therein described which said lease is recorded in Liber S. T. H. No. 274, folio 203, et seq, one of the Land Records of Frederick County; iii. all right, title, interest and estate of the said Lockwood C. Rines and Mary H. D. Rines, his wife, in and to and under the lease executed to the said Lockwood C. Rines by Isreal C. Rines and Lucinda Rinehart, his wife, and Isreal C. Rinehart, Attorney in Fact on the 26th. day of March, 1906, and in and to the Land therein described, which said lease is recorded in Liber S. T. H. No. 274, folio 200, etc., one of the Land Records of Frederick County; being the same real estate and leases conveyed to the said Interior Marble Quarry by deed of Edwin C. Brandenburg and John M. Woods, Trustees, dated the 9th. day of January, A. D. 1913, and Recorded in Liber H. W. B. No. 306, folio 514, one of the Land Records of Frederick County, and also recorded among the Land Records for Carroll County, said farm of 174 acres and 93 square rods of land being improved by a two story brick mansion house, bank barn, stable, tenant house and other outbuildings, to secure the payment of said indebtedness, to which mortgage there was a condition annexed that in the event the said Interior Marble Quarry should make default in the payment of said indebtedness as provided in said Mortgage, it should be lawful for H. H. Emmert, your Petitioner, to sell the mortgaged premises at public sale for cash, or credit, under the provisions of the Code of Public General Laws of the State of Maryland; all of which will fully appear by reference to a certified copy of said Mortgage herewith filed as Exhibit No. 1, to this Petition, and report, and which, together with all other exhibits herewith produced, it is prayed may be taken and considered as a part of this petition and report.

SECOND; -

That default having been made in the payment of said mortgage debt within the time limited by the provisions of said Mortgage, your Petitioner, after having given 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 News" a newspaper published in Frederick County, and in the "Union Bridge Pilot" a newspaper published in Carroll County, for more than twenty days before the day of Sale, and by hand bills extensively circulated in the vicinity of said real estate, and did pursuant to said notice, attend at the premises, hereinbefore described, on Saturday, February 17th. 1917, at the hour of 1.30 o'clock P.M. and then and there proceeded to sell the real estate as follows; -

Your Petitioner offered at public sale the above described real estate, covered by said Mortgage, and in pursuance of a resolution passed at a duly authorized meeting of the Board of Directors of the Interior Marble Quarry held on the 15 day of February, 1917, authorizing your Petitioner to sell at the same time and as a whole, all the interest of the Interior Marble Quarry, in the crops now growing on said real estate, which accrues to the said Interior Marble Quarry, under a lease executed by and between the said Interior Marble Quarry and a certain William J. Stansbury, dated September 29 1914, your Petitioner after having first announced immediately prior to said sale, that said real estate and the interest of the said Interior Marble Quarry in said crops would be sold as a whole, subject to the right of the said William J. Stansbury, under said agreement of rental of September 29th. 1914, offered at the same time to the highest bidder the real estate covered by said mortgage and all of the interest of the Interior Marble Quarry in the growing crops on said real estate, consist-