

ick County, in Land Record B. W. B. No. 314, folio 338 etc, which mortgaged property is more fully described in said deed and mortgage and to which deed of Mortgage there was a certain annexed providing that if default shall be made by said mortgagor Company in the payment of said promissory note at maturity or in any installment of interest when the same should become due and payable or if default should be made in any of the covenants in said Mortgage then it should be lawful for any Assignee of said mortgage to enter, possess, and sell the said Mortgaged property at the Court House door in Frederick City, Frederick County, Maryland, at public auction for cash, after giving notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, Maryland, at least once a week for three successive weeks prior to the day of sale, and to apply the proceeds of such sale as set forth in said mortgage, all of which will fully and at large appear by reference to a certified copy of said deed of Mortgage herewith filed as part hereof marked "Exhibit No. 1" and said promissory note herewith filed as part hereof, marked "Exhibit No. 2".

2nd. That default having occurred in the terms and conditions of said Mortgage which authorized the exercise of the power of sale contained in said Mortgage, the said Mortgage and Mortgage debt were duly assigned by said Bank to your Petitioner for the purpose of foreclosure as will fully appear by reference to the endorsements in said Exhibits Nos. 1 and 2,

3rd. That your Petitioner having first filed his duly approved bond to the State of Maryland in the penalty of Twenty five Thousand Dollars in the Office of the Clerk of your Honorable Court, that was duly approved and having advertised the said Mortgaged premises in the "Daily News", a newspaper published in Frederick City, Frederick County, Maryland, once a week for more than three successive weeks prior to the day of sale, and also by hand bills extensively circulated in Frederick City giving notice of the time place manner and terms of sale, a copy of which advertisement is herewith filed annexed to the acknowledgement of purchase, but pursuant to said notice, attended at the Court House door in Frederick City, Maryland, on Thursday the 3rd, day of January A. D. 1918 at the hour of Eleven O'Clock A. M. and then and there offered said Mortgaged premises at public auction for cash, that being the time set forth in said Mortgage and then and there sold the same to the Commercial State Bank of Frederick, Md at and for the sum of Eight Thousand Dollars, it being the highest and best bids therefor.

4th. That said purchaser has not yet complied with the said terms of sale but is ready and has promised to do so on the ratification by your Honorable Court, as will appear by its acknowledgement of purchase herewith filed marked "Exhibit C. S. B"

5th. That there is due on account of said Mortgage indebtedness, the whole of said principal sum of Eleven Thousand Dollars with interest thereon from the 5th day of November 1917 and also about the sum of \$213.99 advanced by the Mortgagee under the terms of said Mortgage for the purpose of keeping alert the assurance on said mortgaged premises.

6th. And your petitioner prays that said sale may be ratified by your Honorable Court and states the gross amount of said sales, at \$8000.00.

And as in duty etc.,

H. Dorsey Etchison
Clayton O. Keedy, Solicitors.

H. Dorsey Etchison
Assignee of Mortgage.

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

I hereby certify that on this 5th day of January 1918, before me the Clerk of the Circuit Court for Frederick County, personally appeared H. Dorsey Etchison, the aforementioned Petitioner and Assignee, and made oath in due form of law that the matters and things