

respectively, with interest from December 26, 1917, and the whole of said amount is now due and owing by said mortgagors to your Petitioner as Assignee of said mortgage, with interest as aforesaid.

5. That default having been made as aforesaid, it became lawful for your Petitioner as Assignee of said mortgage to foreclose the same, and your Petitioner first filed his bond, as required by law, in the office of the Clerk of the Circuit Court for Frederick County, Maryland, which was duly approved by said Court, and after having given three week's previous notice of the time, place, manner and terms of sale by advertisement in the Valley Register, a newspaper published in Frederick County, once a week for three successive weeks prior to the date of sale, as appears from the Printer's certificate filed as part hereof, your Petitioner did attend in front of the Court House, in Frederick City, Frederick County, Maryland, on Saturday March 16th, A.D. 1918, at the hour of eleven o'clock A.M. the time and place mentioned in said advertisement, and then and there offered for sale a public auction to the highest bidder, for cash, the real estate described in said mortgage, to-wit:-

All the following described property situated, lying and being in Frederick County, viz; (1) All that tract or parcel of land known as "Rough and Smooth", containing 70 acres of land, more or less, and more particularly described in a deed from William H. Ludy and Susan Ludy, his wife, to the said Joseph A. Ludy, dated November 10th, 1897, and recorded in Liber D.H.H. No. 3, folio 337, (2) All those two parcels of land containing in the aggregate 7 acres, 2 rods, and 10 square perches of land, more or less, and more particularly described in the deed from William H. Shank to the said Joseph A. Ludy and wife, dated June 30th, 1904, and recorded in Liber S.T.H. No. 268, folio 170; All that tract or parcel of land more particularly described in a deed from Hiram T. Smith and Laura A. Smith, his wife, to the said Joseph A. Ludy, dated June 31st, 1906, and recorded in Liber S.T.H. No. 276, folio 160, containing 1 acre, 3 rods and 2 square perches of land, more or less, and did then and there sell the same as a whole to Alfred J. Leatherman, he being the highest and best bidder therefor, at and for the sum of Sixty Five Hundred Dollars (\$6500.00) and took his written acknowledgement of purchase for same, which is herewith filed, marked "Exhibit E".

6. Your petitioner herewith reports the whole and aggregate amount of the said sale to be the sum of Sixty Five Hundred Dollars (\$6500.00), and prays the said sale may be finally ratified and confirmed by your Honorable Court.

As in duty bound, etc.,

Cyrus M. Ludy
Assignee of Mortgage.

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

I hereby certify that on this 16th, day of March, A.D. 1918, before me, the subscriber, Clerk of the Circuit Court, for Frederick County, Maryland, personally appeared Cyrus M. Ludy, Assignee of the Central Trust Company of Maryland, mortgagee of Joseph A. Ludy and Lillian Ludy his wife, and made oath in due form of law that the matters and things stated in the foregoing Petition and Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

(Filed March 19th, 1918) Eli G. Haugh
Clerk of the Circuit Court for
Frederick County.

"EXHIBIT A"

This MORTGAGE, made this 26th day of June, in the year Nineteen Hundred and Fifteen, by us, Joseph A. Ludy and Lillian Ludy his wife, of Frederick County, State of Maryland, WITNESSETH:- That whereas the said Joseph A. Ludy and Lillian Ludy, his