

Signed and Sealed in the presence of
William D. Snyder.

Walter R. Rudy (seal)
A. Frank Miller (seal)
Charles D. Routzahn (seal)

We do certify that the within Bond and the sureties thereon are sufficient .
Urner & Urner, Solicitors.

Approved this 4th day of November, 1921.
Test;- Edward O. Cash.

Received for record Feb. 4th, 1922, at 1 o'clock P.M. and same day recorded among the Bond Records of Carroll County, in Liber O.D.G. No. 3 folio 391 & c, and Ex'd, per Edwin M. Mellor, Jr., Clerk.

PETITION AND REPORT OF SALE.
(Filed February 4th, 1922)

Walter R. Rudy, Assignee of
Mortgage of Edgar H. Willard
and Mary L. Willard, his wife
to Elizabeth Olyvia Chaney.
On Petition.

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No. 5359 E Q U I T Y.
In the Circuit Court for
Carroll County, sitting
as a Court of Equity.

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To the Honorable, the Judges of said Court;-

The Report of Sale of Walter R. Rudy, Assignee of Mortgage, respectfully shows;-

(1) That on March 28th A.D. 1917, Edgar H. Willard and Mary L. Willard his wife, by their deed of Mortgage of said date conveyed the real estate therein mentioned and described to Elizabeth Olyvia Chaney to secure the payment of a promissory note of even date with said mortgage for the sum of Three Thousand Dollars, payable one year after date, with interest from date, at the rate of five and one-half per cent per annum, payable semi annually, the said note being signed by the said Edgar H. Willard and Mary L. Willard and drawn payable to the order of the said Elizabeth Olyvia Chaney; and on September 27th, 1921, the said Mortgage was duly assigned for the purpose of foreclosure by the said Elizabeth Olyvia Chaney (by her present name of Elizabeth Olyvia Broom) to your petitioner, the said Walter R. Rudy; and the said mortgage with the said assignment thereon has been recorded among the Land Records of both Frederick and Carroll Counties and if filed herewith as part of this report of sale, marked Exhibit No. 1; but your petitioner is unable to file herewith the said promissory note for the reason that it has been lost or mislaid by the said mortgagee, Mrs. Broome, who cannot find it although she has made diligent and repeated search.

(2) That it is provided in the said mortgage as follows;- "that if we the said Edgar H. Willard and Mary L. Willard, his wife, should make default in the payment of said Mortgage indebtedness or the interest thereon, when due and payable according to the tenor of said promissory note, or should make default in any covenant of said mortgage, then it shall be lawful for the said Elizabeth Olyvia Chaney, her personal representatives or assigns, to sell the said mortgage premises at public auction, for cash, after having given at least three weeks previous notice of the time, place, manner and terms of sale by advertisement in some newspaper published in Carroll County, and also in some newspaper published in Frederick County, and apply the proceeds of sale in the first place to the payment of all costs and expenses connected with said sale, including the usual commissions and reasonable counsel fees, then to the payment of the said mortgaged indebtedness and the interest then due, and the balance, if any, shall be paid to the said Edgar H. Willard and Mary L. Willard according to their interests therein.