

(3) That default was made by the said Edgar H. Willard and Mary L. Willard, his wife, in the payment of the aforesaid mortgage note at maturity, and the said note has never been paid and the whole amount of the principal of said mortgage indebtedness, being the sum of \$3,000.00, is now due and owing from the said mortgagors, with interest thereon at the rate of 5½% per annum from the 28th day of May, A.D. 1920.

(4) That default having been made as aforesaid, your petitioner filed his duly approved bond as required by law in the office of the Clerk of the circuit Court for Carroll County, and after having given three weeks previous notice of the time, place, manner and terms of sale by advertisement once a week for three weeks in the "Times" a newspaper published in Carroll County, and in the "Semi-Weekly News" a newspaper published in Frederick County, and also after having given previous notice of said sale by hand-bills extensively circulated and posted, he did attend in front of the Post Office in Mount Airy, Carroll County, Maryland, on Saturday the 26th day of November, A.D. 1921, the time place mentioned in said advertisement, and did then and there offer for sale at public auction the real estate described in and conveyed by the said mortgage, being a lot of land, containing One Acre, more or less, situated partly in Carroll County and partly in Frederick County, Maryland, improved with a two and one-half story frame dwelling house and outbuildings, and did sell the same to Elizabeth Olyvia Broome, she being the highest and best bidder therefor, at and for the sum of Thirty-nine and fifty dollars; - and the said purchaser has signed an acknowledgement of her said purchase, which is filed herewith as part hereof, marked Exhibit E.O.B.

That the whole amount of the said sale is the sum of \$3950.00.

And your petitioner prays that the sale may be ratified and confirmed by your Honorable Court; and that he may have all other and further relief to which he may be entitled, he will ever pray.

Walter R. Rudy.

Assignee of Mortgage.

State of Maryland, Carroll County, to wit; -

I hereby certify that on this 7th day of January A.D. 1922, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County, personally appeared Walter R. Rudy, Assignee of Mortgage, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal)

Harry R. Zepp,
Notary Public.

EXHIBIT NO. 1
(Filed Feb. 4, 1922)

Mortgage
Edgar H. Willard and
Mary L. Willard, his
wife. To
Elizabeth Olyvia Chaney. -----0-----

THIS MORTGAGE made this 28th day of March, in the year Nineteen hundred and seventeen by us, Edgar H. Willard and Mary L. Willard, his wife, of Frederick County, in the State of Maryland.

WITNESSETH, that in consideration of our being now indebted unto Elizabeth Olyvia Chaney in the sum of Three Thousand Dollars (\$3,000.00) by our promissory note of even date herewith, payable one year after date, with interest from date at the rate of five and one half (5½) per cent, per annum, payable semi annually, the whole of the said sum of Three thousand dollars (\$3,000) being part of the purchase money of the property hereby conveyed, and in order the better to secure the payment of said sum of money to the said Elizabeth Olyvia Chaney, with interest thereon, when due and payable, according to the tenor of said promissory note, we, the said Edgar H. Willard and Mary L. Willard, his wife, do grant unto the said Elizabeth Olyvia Chaney all that tract or parcel of land, situated in the