No.10609 Equity.

3. That there is in the said mortgage,Wxhibit "A" a provision that if default be made by the said Mortgagor in the payment of the said promissory note at maturity or in the payment of any installment of interest when the same becomes due,it shall be lawful for the said the Walkersville Savings Bank of Frederick County,Maryland,or its assigns, e sell the said real estate described and conveyed in said Mortgage in front of the Court House Door in Frederick City,Frederick County,Maryland,by public auction for cash after having given at least three weeks notice of the time,place,manner and terms of sale in some newspaper published in Frederick County once a week prior to the date of sale,and said default having been made in the payment of the principal and interest of said promissory note,your Petitioner,as Assignee,became duly authorized to execute the Power of Sale contained in said Mortgage by reason of said default.

4. That your Petitioner having first advertised said real estate for more than three successive weeks in the News,a newspaper published in Frederick County,Maryland,and by handbills,setting forth the time,place and manner of sale as will appear by the Printer's Certificate filed herewith as a part hereof and marked Exhibit "C" and after having filed duly approved bond,offered said real estate at public sale in front of the Court House Door in Frederick City,Frederick County,Maryland,on Tuesday August 29th,A.D.1922,at the hour of 10 o'clock a.m.and then and there sold the first tract of land of 142 acres,more or less,unto one John M.Smith,he being then and there the highest and best bidder therefor,at and for the sum of $80.50 per acre or the total sum of $11,431.00,and then and there sold the second property mentioned in said mortgage of 105 acres of land,more or less,unto Charles Wertheimer,he being then and there the highest and best bidder therefor at and for the sum of $31.00 per acre or the total sum of $3,255.00,which purchasers having fully complied with the terms of sale,and each signed a memorandum of purchase which is filed herewith as a part hereof and marked Exhibit "D".

Your Petitioner reports the gross amount of sales to be $14,686.00,and prays that your Honorable Court may ratify and confirm said sale as above reported.

And as in duty bound. etc.

Charles McC.Mathias
Assignee of Mortgagee.

Leslie N.Coblentz.
Solicitor.

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

I hereby certify that on this 31st day of August,A.D.1922,before me,the subscriber the Clerk of the Circuit Court for Frederick County,Maryland,personally appeared Charles McC.Mathias,Assignee of Mortgagee,and made oath in due form of law that the matters and things stated in the aforegoing Report of Sales are true as therein set forth to the best of his knowledge,information and belief,and that the sale therein reported was fairly made.

(Filed August 31,1922)

Eli G.Haugh
Clerk of the Circuit Court for
Frederick County.

EXHIBIT "A" MORTGAGE

THIS MORTGAGE made this 4th day of April,in the year nineteen hundred and twenty-one, by us,David E.Yinger and May A.Yinger,his wife,of Frederick County,in the State of Maryland,

WITNESSETH;- That whereas the said David E.Yinger and May A.Yinger,his wife,now stand indebted unto the Walkersville Savings Bank of Frederick County,Maryland, a body corporate,in the sum of Sixty three hundred dollars ($6300.00) upon their promissory note of even date herewith,payable six months after,to the order of the