No. 10588 Equity.

of $500.00 with interest from date for value received, all of which will fully appear by reference to a certified copy of said original mortgage and the original mortgage note filed herewith and marked Exhibit A and B, respectively, which, together with all other exhibits herewith filed, it is prayed may be taken and considered as a part hereof by your Honorable Court.

SECOND. That it is provided in said mortgage that if default be made in the payment of the promissory note aforesaid, at maturity, then it shall be lawful for the said Roberta L. Lindsay, her personal representatives or assigns, to sell the said property, at public sale for cash, after having given at least three weeks previous notice of the time, place, manner and terms of such sale, in some newspaper published in Frederick County, once a week prior to the date of sale and to apply the proceeds of sale as provided in said mortgage.

THIRD. That defauly was made by the said mortgagors in the payment of the promissory note for the said sum of $500.00 with interest from the 29th day of October A.D. 1919.

FOURTH; That default having been made as aforesaid it become lawful for your petitioner, as mortgagee, to foreclose the said mortgage and your petitioner first filed her bond as required by law in the office of the Clerk of the Circuit Court for Frederick County, Maryland, and said bond was duly approved and having given at least three weeks previous notice of the time, place, manner and terms of sale by advertisement in the Weekly News, a newspaper published in Frederick County, Maryland, once a week for three successive weeks, prior to the date of sale, as appears from the Printers Certificate filed herewith as a part hereof, Marked Exhibit C, your petitioner did attend the sale in front of Carl P. Brightwell's store in Unionville, Frederick County, Maryland, on Saturday, July 22, A.D. 1922 at the hour of 2.00 P.M., the time and place mentioned in the advertisement and on the hand bills, circulated extensively, and then and there offered for sale at public auction, to the highest bidder for cash, all that lot or parcel of land described in said mortgage, containing 1¼ acres and 9 square perches of land, more or less, and more particularly described in a deed from William H. Pearre and wife to Gilbert H. Fowler, dated August 30, A.D. 1884 and duly recorded among the Land Records of Frederick County, Maryland, and did then and there sell the same to Clinton C. Nicodemus he being the highest biddder therefor, and for the sum of $1500.00.

And your petitioner files herewith as a part hereof the acknowledegment of the purchase of the said Clinton E. Nicodemus Marked Exhibit D.

Your petitioner herewith reports the whole and aggregate amount of said sales to be the sum of $1500.00, and prays that the said sale may be ratified and confirmed by your Honorable Court.

And as in duty bound, etc.

Reno S. Harp.
Solicitor.

Roberta L. Lindsay
Mortgagee.

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

I hereby certify that on this 22nd day of July, A.D. 1922, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Roberta L. Lindsay, mortgagee and made oath in due form of law that the matters and things stated in the aforegoing petition and report of sales are true to the best of her knowledge and belief and that the sales therein reported were fairly made. Witness my hand and Notarial Seal the day and year first above written.

PLACE OF Notarial SEAL

M. Scott Starr.
Notary Public.

EXHIBIT "A"

At the request of Roberta L. Lindsay the following Mortgage is received for record and recorded November 1st 1919 at 11:30 O'clock A.M.

Test;- Eli G. Haugh, Clerk.