

1st, 1915, payable to the order of the said Stephen A. Thomas twelve months after date, with interest from date at five and one-half per cent ($5\frac{1}{2}\%$) per annum, payable semi-annually; which said property was so conveyed, together with all and singular the buildings, improvements, rights, ways, privileges and appurtenances thereto belonging, or appertaining; and in which said mortgage it was provided that, if the said Biser and wife, their personal representatives or assigns, should pay the promissory note at maturity, with all interest due thereon, or any renewal thereof, and should perform each and every covenant in said mortgage contained, then said mortgage should be void.

2nd. That said mortgage further provided that, if default should be made in the said promissory note at maturity, or of any renewal thereof, or in the payment of any installment of interest when the same become due according to the tenor of said note or in the performance or fulfillment of any covenant or agreement contained in said mortgage, then in either case, it should be lawful for the said Stephen A. Thomas, his personal representatives or assigns, to sell the said property and premises in front of the Court House door, in Frederick City, Maryland, by public auction, for cash, after giving the notice in said mortgage provided, and to apply the proceeds of sale to the payment, in the first place, of all expenses attending the sale, including usual chancery commissions and reasonable counsel fees, and then to the payment of the promissory note aforesaid, and the surplus, if any, to pay to the said Biser and wife, or to whoever may be entitled to the same.

2nd. That said indebtedness and said mortgage was subsequently, on the Twenty-seventh day of February, Nineteen Hundred and Eighteen, assigned to Samuel C. Thomas by the administrator of said Stephen A. Thomas, deceased, and, default having been made in the payment of said mortgage indebtedness and of the interest thereon, said mortgage was, on the Twenty-second day of September, Nineteen Hundred and Twenty-four, by the executor and executrix of the last will and testament of Samuel C. Thomas, deceased, assigned to John S. Newman, your Petitioner, for foreclosure.

All of which will fully appear by reference to a certified copy of said mortgage herewith filed as "Exhibit A" to this Petition and Report, and which, together with all other exhibits herewith produced, it is prayed may be taken and considered as part hereof.

4th. That, after giving bond with security for the faithful discharge of his trust, as required by law, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Daily News, a newspaper published in Frederick County, once a week for more than three successive weeks, prior to the day of sale, and by hand bills circulated in Frederick City and County, your Petitioner did, pursuant to said notice, attend at the Court House door in Frederick City, Maryland, on Friday, the Seventeenth day of October, Nineteen Hundred and Twenty-four, at the hour of ten thirty o'clock, A.M. and then and there proceeded to sell said real estate as follows; In the first place, your Petitioner offered at public sale to the highest bidder all that valuable farm situate about one-half mile north of Adamstown, in Frederick County, Maryland, on the road leading from Adamstown to the Point of Rocks road; said farm containing one hundred and forty-two (142) acres of land, more or less, and being a portion of the real estate embraced in said mortgage; and sold the same, subject to the payment of any taxes due thereon for the year Nineteen Hundred and Twenty-four, unto David T. Stup and Hester C. Stup, his wife, they being then and there the highest bidder therefor; at and for the sum of Sixty-one Dollars (\$61.00) per acre. In the next place, your Petitioner offered for sale the Mountain lot, containing thirty and three fourths ($30\frac{3}{4}$) acres of land, more or less, being part of a tract of land called "Its Worth Taking," situate about three miles southwest of the above described farm, in Frederick County, Maryland, and being the residue of the