and original depositions of the witnesses in this cause as the same were taken by Eleanor V. Eader, the examiner's sworn clerk, subsequently typewritten, and read over to the witnesses respactively. And the said examiner herewith returns the same enclosed to your Honorable Court.

Witness my hand and seal this 9th day of March, A.D. Nineteen Hundred and Twenty-eight.

D. Princeton Buckey (seal)
Examiner.

The costs of the aforegoing testimony;

D. Princeton Buckey, Examiner, one day.....	$4.00
Eleanor V. Eader, Examiner's clerk one day.....	2.50
5 pages of testimony @ 25¢.....	1.25
James H. Cramer, witness, one day.....	1.00
Edwin C. Markell, witness, one day.....	1.00

Certified to;

D. Princeton Buckey.
Examiner.

(Filed March 9, 1928)

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NO. 11655 E Q U I T Y

PETITION AND REPORT OF SALES.

William M. Storm,	"	No. 11655 EQUITY.
assistant of the	"	
Farmer's & Mechanics	"	In the Circuit
National Bank of	"	
Frederick, Mortgagee	"	Court for
of James H. Smith and	"	
Alice C. Smith, his wife,	"	Frederick County.
	"	
On Petition.	"	
	"	

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TO THE HONORABLE, THE JUDGES OF SAID COURT;-

The Petition and Report of Sale of William M. Storm, assignee, respectfully represents unto your Honorable Court;-

1st. That on the 25th day of October, 1922, a certain James H. Smith and Alice C. Smith, his wife, executed their promissory note for the sum of FIFTEEN THOUSAND ($15,000.00) DOLLARS, payable to the order of the Farmer's & Mechanics National Bank of Frederick six months after date and to secure the payment of said promissory note at maturity the said James H. Smith and Alice C. Smith, his wife, executed their deed of mortgage conveying certain real estate in Frederick County, containing three hundred twenty-six acres, three roods and thirty-seven and three fourths square perches of land, more or less, to the Farmers' & Mechanics National Bank of Frederick, said original mortgage being filed herewith marked "Exhibit No. 1" to this Petition and Report of Sales. That since the date of said mortgage the said James H. Smith and Alice C. Smith his wife, have conveyed with the consent of the Farmers' & Mechanics National Bank of Frederick the parcel known as the second parcel as described in said deed of mortgage and containing one hundred twenty-seven and one-fourth acres of land, more or less. That the mortgage hereinbefore mentioned was on the 18th day of January, 1928, assigned by the Farmers' & Mechanics National Bank of Frederick, to your Petitioner for foreclosure, which will appear by reference to the original mortgage marked "Exhibit No. 1.

2nd. Said mortgage contained a covenant that if the said mortgagors should default in the payment of said promissory note at maturity or the interest thereon to accrue, it should be lawful for the said mortgagee or its assigns to execute the Power of Sale therein contained.

3rd. That the said mortgagors did default in the payment of said promissory note where-