Maryland, which said mortgage and mortgage debt was by assignment duly assigned to the said J. Windsor Williams, said Assignment being duly recorded in the Land Records of Frederick County, Maryland; which mortgage contained the provisions that if the said Clarence E. Davis should default in the payment of the said promissory note at maturity or any note or notes given in renewal thereof when the same shall mature and become payable, then it should be lawful for Jacob Rohrback or J. Marshall Miller, as Trustees, or for the Assignee of the said The Fredericktown Savings Institution, to sell the said mortgaged premises as provided in the power of sale in said mortgage contained.

SECOND: That the said Clarence E. Davis did default in the payment of the said promissory note when due and payable and other covenants in said mortgage contained, whereupon your Petitioner, being the Assignee of said mortgage under the aforesaid Assignment, became authorized to exercise the power of sale in said mortgage contained, and having given bond as required by law did advertise pursuant to said power of sale the property to be sold on the premises in Kemptown, Frederick County, Maryland, on the 12th day of May 1931, at the hour of two o'clock P. M., and having given three weeks previous notice of such sale in the Frederick Post, a daily newspaper published in Frederick County, Maryland, at least once a week for three successive weeks prior to the day of sale as will appear by the annexed Printer's Certificate marked Exhibit No. "3", and also having printed and distributed hand bills of sale, did then and there offer said real estate at public sale to the highest bidder for cash and then and there sold the same to Raymond F. Day at and for the sum of Three thousand ($3,000.00) dollars, he being the highest and best bidder therefor, taking his acknowledgment of purchase for the amount of the purchase money which is herewith filed as Exhibit No. "4".

THIRD: Your Petitioner reports the amount of said sale to be Three thousand ($3,000.00) dollars and prays your Honorable Court to ratify and confirm the same.

And as in duty etc.

Edgar H. McBride — J. Windsor Williams

Solicitor. — Petitioner.

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

I hereby certify that on this 13th day of May in the year 1931, before me, the subscriber, Clerk of the Circuit Court for Frederick County, Maryland, personally appeared J. Windsor Williams, Assignee, and made oath in due form of law that the matters and things set forth in the aforegoing Petition and Report of Sales are true as therein set forth and that said sale was fairly made.

Eli G. Haugh

Clerk of the Circuit Court.

(Filed May 13, 1931)

EXHIBIT NO. "2" .

CERTIFIED COPY OF MORTGAGE.

At the request of Frederick-Town Savings Institution the following Mortgage is received for record and recorded July 1, 1926, at 11:55 o'clock A. M.

Test:- Eli G. Haugh, Clerk.

THIS MORTGAGE Made this first day of July, in the year nineteen hundred and twenty-six, by Clarence E. Davis, unmarried, resident of Frederick County, in the State of Maryland, Witnesseth, that whereas the said Clarence E. Davis, now stands indebted to The Frederick-Town Savings Institution, a body corporate of the State of Maryland, in Frederick County, in the sum of Six Hundred and Fifty dollars ($650.00) upon his promissory note, of even date herewith, payable to the said The Frederick-Town Savings Institution, or order, 3 months