

Maryland, to secure the payment of a promissory note of even date therewith and payable to the order of the said mortgagee for the sum of Nine Thousand Dollars (\$9,000) then due, and which promissory note has been subsequently renewed by the promissory notes of the said Romanus B. Florence and Mary Florence, his wife, being date the 15th day of September, 1930, for the sum of Four Thousand Dollars (\$4,000), and \$4500. respectively, payable six months after date, and which said notes were payable to the Central Trust Company of Maryland and the first or prior lien of \$4000 by it assigned to the Eureka-Maryland Assurance Corporation, and which said note is herewith filed as Exhibit No. 1 to this Petition and Report of Sale; and a certified copy of said mortgage with the successive short assignments above set forth, which said mortgage and short assignments are herewith filed as Exhibit No. 2 to this Petition and Report of Sale, said mortgage and successive assignments being recorded in Liber No. 327, folio 345 etc., one of the Land Records of Frederick County, Maryland; which said mortgage and mortgage debt by mesne assignments was duly assigned to the said Jacob S. New (for the purpose of foreclosure), said assignment being duly recorded in the Land Records of Frederick County, and which mortgage contained a provision that if the said Romanus B. Florence and Mary Florence, his wife, should default in the payment of the said principal amount at maturity or any note or notes given in renewal thereof when the same should mature and become payable, then it shall be lawful for the said mortgagee, its attorney, or for the said assignee of said mortgage, to sell the said mortgaged premises as provided in the power of sale in said mortgage contained.

SECOND: That the said Romanus B. Florence and Mary Florence, his wife, did default in the payment of the said prior promissory note when due and payable and in 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 above described in Emmitsburg, Frederick County, Maryland, in front of the New Hotel Slagle at the Public Square on the 16th day of January, 1932, at eleven o'clock A. M., and having given three weeks previous notice of 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 auction to the highest bidder for cash and then and there sold the same to Robert McNair and Eva G. McNair, his wife, at and for the sum of Forty-eight Hundred and Twenty-five Dollars (\$4825), they being the highest and best bidders therefor, taking their acknowledgment of purchase for the amount of the purchase money, which is herewith filed as Exhibit No. 4.

THIRD: That your Petitioner reports the amount of said sale to be Forty-eight Hundred and Twenty-five Dollars (\$4825.00) and prays your Honor to ratify and confirm said sale.

And as in duty bound, etc.,

Jacob S. New
Petitioner and Assignee.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this, the 18th day of January, in the year nineteen hundred and thirty-two, before me, the subscriber, a Notary Public of the said State, in and for the City aforesaid, personally appeared JACOB S. NEW, Assignee, and made oath in due form of law, that the matters and facts set forth in the foregoing petition and report of sale are true as therein set forth, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Lena Neuberger
Notary Public.

Notarial

(Filed January 19, 1932)