

SECOND: That there is now due and unpaid under said mortgage the sum of Three Thousand, Seven Hundred Seventy-Seven Dollars and Ninety-two Cents (\$3,777.92); as will more fully appear from the statement of mortgage claim which is filed with this petition and prayed to be made a part hereof, marked "Exhibit No. 3."

THIRD: That default having occurred in said mortgage, after having given bond with security for the faithful performance of his trust, which was duly approved and after having complied with all other pre-requisites as required by law and giving notice of the time, place, manner and terms of sale by advertisements in the "Catoctin Clarion," and the "Frederick Post" two newspapers published in Frederick County, for more than twenty days before the sale and by the distribution of handbills in the neighborhood, the undersigned assignee, pursuant to said notice, and by virtue of the power contained in said mortgage, attended the premises near Thurmont, Frederick County, Maryland, on Tuesday, July 21st, 1931, at 1:00 o'clock P. M. and then and there proceeded to sell said property described in said mortgage, that is to say:

The undersigned offered at public sale to the highest bidder, the property mentioned in said mortgage, being two fee simple tracts of ground with improvements thereon, containing one hundred eleven acres, more or less, located about one-half mile North of Thurmont, Frederick County, Maryland, and more particularly described or referred to in the advertisement of sale, a copy of which is hereto attached and made a part hereof and did then and there sell the said fee simple property described in said advertisement of sale, unto Frederick May Gittings, at and for the sum of Five Hundred Dollars (\$500.00), subject to a prior mortgage, on which there is due the sum of Five Thousand, Six Hundred Sixty-Nine Dollars and Sixteen Cents (\$5,669.16), he being the highest bidder therefor.

W H E R E F O R E,- Your Petitioner prays that this Honorable Court may pass the usual order nisi on this Report of Sale and ratify the same upon the expiration of said order nisi.

And as in duty bound, etc.

Elmer M. Harper  
Assignee of Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY,- that on this 24th day of July, in the year one thousand, nine hundred and thirty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ELMER M. HARPER, Assignee as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale, are true to the best of his knowledge and belief and that the sale reported was fairly made.

AS WITNESS,- my hand and notarial seal.



William H. Schaefer  
Notary Public.

(Filed July 27, 1931)

EXHIBIT NO. 1.

At the request of John S. Gittings the following Mortgage is received for record and recorded March 19th 1931 at 1.40 O'Clock P. M.

Test:- Eli G. Haugh, Clerk.

THIS MORTGAGE, Made this 19th day of March, in the year one thousand, nine hundred and twenty-one, EDWARD HORTON ROUZER, single, both of the City of Baltimore, State of Maryland; E. RUSSELL ROUZER and EVA S. ROUZER, his wife, both of the County of Washington, State of Maryland; WILLIAM H. ROUZER and NELLIE R. ROUZER, his wife, both of the City of Pittsburgh, State of Pennsylvania; MORRIS L. ROUZER and MARY H. ROUZER, his wife; ARTHUR LEE ROUZER, single; M. LUTHER ROUZER and LOURIE W. ROUZER, his wife; ARTHUR L. ROUZER, Guardian of Howard