

by authority thereof, this 18th day of December, in the year 1930, that the sale reported in the foregoing Report of Sales in the above entitled cause be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the preceding Order Nisi on Sales, as shown by the printer's certificate filed herewith, and the case is hereby referred to the Auditor to state an account.

Arthur D. Willard
Judge of the Circuit Court for Frederick County.

(Filed December 18, 1930)

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PETITION AND REPORT OF SALES.

Leslie N. Coblentz, Assignee of the	:	No. 12135 Equity.
Central Trust Company of Maryland,	:	
Assignee of Charles C. Fogle, Mortgagee	:	In the Circuit Court
of William T. Mullican and Emma I.	:	
Mullican, his wife,	:	For Frederick County,
	:	
On Petition.	:	In Equity.
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TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition and Report of Sales of Leslie N. Coblentz, Assignee of the Central Trust Company of Maryland, Assignee of Charles C. Fogle, Mortgagee of William T. Mullican and Emma I. Mullican, his wife, respectfully shows unto your Honors:-

1. That William T. Mullican and Emma I. Mullican, his wife, being indebted unto Charles C. Fogle in the sum of Three Thousand Dollars (\$3,000.00), executed their promissory note unto the said Charles C. Fogle, for the said sum of money on the 24th day of March, 1919, payable six months after date, and for the purpose of better securing the payment of said promissory note, executed and delivered unto the said Charles C. Fogle their deed of mortgage, granting and conveying unto him, as mortgagee, all that lot or parcel of ground situate, lying and being in Mt. Pleasant District, in Frederick County, Maryland, containing 100 acres, 1 rood and 36 square perches of land, more or less, and being a part of a tract of land called "Hitchbaugh", and being the same tract of land which was conveyed unto the said William T. Mullican and Emma I. Mullican, his wife, by George W. Stauffer and Clara H. Stauffer, his wife, by deed dated March 31, 1913, and recorded in Liber 304, Folio 495, one of the Land Records of Frederick County, which said mortgage was subsequently assigned, for value, unto the Central Trust Company of Maryland, and by the Central Trust Company of Maryland unto Leslie N. Coblentz, a certified copy of which said mortgage is filed herewith as a part hereof and marked Exhibit A, it being dated March 24, 1919, and recorded in Liber 325, Folio 519, etc., one of the Land Records of Frederick County.

2. There is still due and owing unto Leslie N. Coblentz, Assignee of said indebtedness, the whole principal sum thereof of \$3,000.00, and interest thereon from September 24, 1928, as will appear by reference to the mortgage note which is filed herewith as a part hereof and marked Exhibit B.

3. That there is in said mortgage marked Exhibit A a provision that if default be made in said mortgage, in the payment of said promissory note, at maturity, or in the payment of any installment of interest when the same becomes due, it shall be lawful for your Petitioner, as assignee, to sell the said real estate conveyed in said mortgage, at public sale, at the time, place, and in the manner, and upon the terms as set forth in said mortgage; and default having been made in the payment of principal and interest of said promissory note, your Petitioner, as assignee, therefore became authorized to execute the power of sale therein contained.