

3rd. That said mortgage contains a provision that if default be made in the payment of said indebtedness, as provided in said mortgage, it shall be lawful for your petitioner to sell the mortgaged premises, at public sale, at the time, place, in the manner and upon the terms set out in said mortgage.

4th. That default having been made in the payment of the principal of said mortgage your petitioner became authorized to exercise the power of sale contained therein. That your petitioner after having given his duly approved bond for the faithful discharge of his trust, as required by law, and after having given twenty days public notice of the time, place, manner and terms of sale, by advertisement, published in the Frederick Post, a newspaper published in Frederick County, as will appear by reference to the printer's certificate filed herewith as a part hereof, marked Exhibit "Notice," did pursuant to said notice attend at the Court House door, in Frederick City, Frederick County, Maryland, on Saturday, April 11th. 1931, at the hour of ten thirty o'clock a. m. and then and there proceeded to sell said real estate, as follows:

Your petitioner first offered for sale the first parcel of real estate described in said advertisement of sale, containing 197 acres, 1 Rood and 35 Square Perches of land, more or less, and sold the same to T. Poole Jones, Margaret Gaither Jones, Henrietta G. Jones and Nannie Poole Jones, as tenants in common, they being the highest and best bidders therefor, at and for the sum of Nine Thousand Six Hundred and Seventy Six Dollars (\$9,676.00), and said purchasers have signed an acknowledgement of purchase which is filed herewith as a part hereof, marked Exhibit "A".

Your petitioner next offered for sale the second parcel of real estate described in said advertisement of sale, containing ten acres of land, more or less, and sold the same to George T. Rippin and Fannie M. Rippin, his wife, as tenants by the entireties at and for the sum of Fifty Dollars (\$50.00), they being the highest and best bidders therefor, and said purchasers have signed an acknowledgement of purchase, which is filed herewith, marked Exhibit "B" and prayed to be taken and considered as a part hereof.

Wherefore your petitioner reports the gross amount of sales to be Nine Thousand Seven Hundred and Twenty Six Dollars (\$9,726.00) and prays that said sales may be ratified and conformed by your Honorable Court, after the publication of the usual Order Nisi thereon.

And as in duty &c.,

Edward J. Smith, Attorney

Assinee of Mortgage.

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

I hereby certify that on this 16th day of April, A. D. 1931, before me, the subscriber, the Clerk of the Circuit Court for Frederick County, personally appeared Edward J. Smith, Attorney, Assignee of Mortgage, and made oath, in due form of law, that the matters and things stated in the foregoing Petition and Report of Sales are true and bona fide as therein set forth, and that the sales therein reported were fairly made.

Eli G. Haugh

Clerk of the Court.

(Filed April 16, 1931)

EXHIBIT "MORTGAGE"

At the request of T. Poole Jones et al the following Mortgage is received for record and recorded July 14th 1920 at 10.55 O'Clock A. M.

Test:- Eli G. Haugh, Clerk.

THIS MORTGAGE, Made this fourteenth day of July in the year nineteen hundred and twenty, by us, Everett G. Cashour and Mary M. Cashour, both unmarried and both residents of Frederick County, State of Maryland,

Witnesseth: Whereas the said Everett G. Cashour and Mary M. Cashour, now stand indebted unto T. Poole Jones, of Frederick County, Maryland, Margaret G. Jones, Henrietta G. Jones