

in the State of Maryland, containing 203 acres and 20 square perches of land, more or less, and being parts of tracts called "Alder's Spring", "Finishing Stroke", "Hidden Treasure", "What You Will", "Middle Plantation", and "Hope for the Better", and being the same real estate which was conveyed unto the said Jesse M. Nusbaum by John H. Stauffer and Ellen S. Stauffer, his wife, by deed dated August 17, 1916, and recorded in Liber 318, Folio 283, one of the Land Records of Frederick County. The said John H. Stauffer since the execution of said mortgage has died, leaving a last will and testament, in which the said W. Nelson Stauffer and R. Ward Stauffer, were named Executors, and pursuant to an order of the Orphans' Court of Frederick County, dated the 30th day of December, 1931, assigned said mortgage unto Leslie N. Coblentz, the Petitioner, a certified copy of which said mortgage and assignments thereto is filed herewith as a part hereof, and marked Exhibit No. 1, said mortgage being dated August 17, 1916, and recorded in Liber 319, Folio 326, one of the Land Records of Frederick County.

2. That there is still due and owing on said note secured by a mortgage unto W. Nelson Stauffer and R. Ward Stauffers, Executors of John H. Stauffer, the whole of said indebtedness, \$8,000.00, and interest thereon from the 1st day of April 1929, as will appear by reference to the said note filed in the Circuit Court for Frederick County, in No. 131 Trials, February Term, 1927, a certified copy of said judgment entered on said note being filed herewith as a part hereof and marked Exhibit No. 2.

3. That there is in said mortgage marked Exhibit No. 1 a provision that if default be made by the mortgagors in the payment of the promissory note therein mentioned, at maturity, and in the payment of any renewals thereof, or in default of the payment of taxes, it shall be lawful for the said John H. Stauffer, his personal representatives or assigns, to sell the real estate conveyed in said mortgage, and hereinbefore described, at public sale, at the time, place, and in the manner, and upon the terms set forth in said mortgage, and default having been made in the payment of principal and interest, and in the payment of taxes, your Petitioner therefore became authorized to exercise the powers of sale therein contained.

4. That your Petitioner having first advertised said property once a week for three successive weeks, in the Frederick Post, a newspaper published in Frederick County, Maryland, as will appear by reference to the printer's certificate filed herewith as a part hereof, and marked Exhibit No. 3, and by further advertisement in the Frederick News and by hand bills distributed and posted in public places in the vicinity of the premises, setting forth the time, place, manner and terms of sale, and after filing duly approved bond with your Honorable Court, offered said real estate at the Court House Door, in Frederick City, Frederick County, Maryland, on the 27th day of January, 1932, at eleven o'clock, a. m., and then and there sold the same unto Edward Hamilton and Rosa E. Hamilton, his wife, they being the highest and best bidders therefor, at and for the sum of \$22.50 per acre, or a total sum of \$4,572.06, and your Petitioner took a signed acknowledge of purchase from the said purchasers, which acknowledgment is filed herewith as a part hereof and marked Exhibit No. 4.

WHEREFORE your Petitioner reports the gross amount of sales to be \$4,572.06, and prays that said sale may be ratified and confirmed as therein reported.

Leslie N. Coblentz
Assignee of Mortgagee.

STATE OF MARYLAND, FREDERICK COUNTY, TO WIT:-

I hereby certify that on this 30th day of January, A. D. 1932, before me, the Clerk of the Circuit Court for Frederick County, personally appeared Leslie N. Coblentz, Assignee of Mortgagee as hereinbefore stated, and acknowledged the foregoing Report of Sale to be his act and deed, and that the sale therein reported was fairly made.

Eli G. Haugh
Clerk of the Court.

(Filed January 30, 1932)

