

thence still with the land of said Asbury M. Fuss, N. $78\frac{1}{2}^{\circ}$ east 13 perches, then still with the land of said Asbury M. Fuss north 29° west $41\frac{1}{2}$ perches to a stone planted at a corner of the lands of the said Asbury M. Fuss, Mahlon Stonesiffer and the land hereby conveyed, thence with the lands of said Mahlon Stonesiffer S. $55\frac{3}{4}^{\circ}$ west 13.1 perches and then in a straight line to the beginning, allowing $6\frac{1}{4}^{\circ}$ for variation the lines here written being the original courses and distances as given in said deed from James, John and Samuel Smith, unto Richard Gilson, said parcel of land contains 3 acres, and thirty perches, more or less.

BEING the same land that was conveyed to said Asbury M. Fuss by deed from Harry L. Baumgardner and wife, dated March 25, 1914, and recorded among land records of said county in Liber 308, page 512.

EXCEPTING and reserving therefrom, however, the following parcels:

Tract No. 1: BEGINNING at a post that is a corner of the lands now owned by the said Beecher L. Ohler, and Asbury M. Fuss and running thence south 10° 46 ps. to the middle of the public road leading from Taneytown Road past the Tom's Creek graveyards, thence with said road north $89\frac{1}{2}^{\circ}$ west 5.7 ps. to the land of Cameron F. Ohler thence with said land north $3\frac{3}{4}^{\circ}$ E. $51\frac{1}{4}$ ps. to a corner of the lands of said Beecher L. Ohler and Asbury M. Fuss and thence with the land of said Beecher L. Ohler south $52\frac{1}{4}^{\circ}$ east 5 ps. and then in a straight line to the beginning, containing $2\frac{1}{4}$ acres of land, more or less.

BEING the same land that was conveyed off by said Asbury M. Fuss and Carrie V. Fuss, his wife, to Beecher L. Ohler and Irene Ohler, his wife, by deed dated September 26, 1913, and recorded among the land records of said county in Book 308, page 343.

Tract No. 2: BEGINNING at a stone planted on the north side of the State Road and running with the land of William B. and John Allison, S. $6\frac{3}{4}^{\circ}$ east 153 ps. to a stone formerly planted at the corner of the lands of J. Emory Ohler and Edward Hobbs, thence with the said land of Edward Hobbs, S. $85\frac{3}{4}$ degrees west 27.4 ps. to a stake, thence $7\frac{1}{2}^{\circ}$ west $3\frac{3}{4}$ ps. to an oak tree thence with a dividing line now run with variations to make the corner course conform with the other lines which are original ones, N. $2\frac{1}{2}^{\circ}$ west 107.4 ps. to a stone planted at corner of the land of Joshua T. Gillelan and with his land north $22\frac{1}{2}^{\circ}$ east 48 ps. to the beginning, containing $21\frac{1}{2}$ acres and 27 ps. of land, more or less.

BEING the same land that was conveyed off by said Asbury M. Fuss and Carrie V. Fuss, his wife, to Ernest Dubel and Bruce J. Dubel, his wife, by deed dated April 3, 1919, and recorded among the land records of said county in Book 328, page 283.

LEAVING a residue of 119 acres, 2 rods and 39 square perches of land hereby conveyed.

Together with the buildings and improvements thereon and all the rights, privileges and appurtenances thereto belonging or in any way appertaining.

Second, that there is still due and owing to your Petitioner at this time on said Mortgage note the principal sum of Twenty-nine Hundred and Sixty-nine Dollars and Fifty-five Cents (\$2969.55) with interest from the 21st day of April 1932, less a partial payment of Thirty-six (\$36.00) dollars, received January 12, 1933, as will appear by reference to the said promissory note and statement of Mortgage claim, filed herewith as a part hereof and marked, "Exhibit A".

Third, that there is in the said Mortgage, a certified copy of which is filed herewith and marked "Exhibit Mortgage", a provision that if default be made by the said Mortgagors in the payment of any of the amortization payments in the above described note as provided to be made then the whole debt thereby secured shall become immediately due and demandable and it shall be lawful for your Petitioner as Assignee aforesaid, to sell the said real estate, conveyed by said Mortgage, at public auction, upon giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the County wherein said land is situated, prior to the day of sale, and said default having been made in the payment, your Petitioner became duly authorized to execute the power of sale contained in said