

said Central Trust Company of Maryland, in fee simple, together with all the buildings and improvements thereon and all the rights, ways and privileges thereunto belonging, all that lot or parcel of ground, situate, lying and being all those tracts or parcels of land, situate, lying and being in Frederick County, State of Maryland, containing FORTY ONE (41) ACRES of land, more or less, and being the same lands and premises which was conveyed unto the said Harry M. Spahr by deed from Alvey M. Isanogle and Anna P. H. Isanogle, his wife, dated the 3d day of April, 1922, and recorded in Liber 337, Folio 304, etc., one of the Land Records of Frederick County, Maryland.

SECOND: That in said mortgage it was among other things provided that if default be made in the payment of the promissory note aforesaid at maturity or any renewal thereof upon such note when such renewal note shall mature and be payable, or in the performance or fulfillment of any covenant or agreement contained therein, then and in either case it shall be lawful for the said Central Trust Company of Maryland or its Assignee to sell the property and premises thereby mortgaged, by public auction for cash, after having given at least three weeks' notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, once a week, prior to the date of sale, and to apply the proceeds of sale to the payment, in the first place, of the costs, charges and expenses attending such sale, including the usual commissions and reasonable counsel fees for filing bond, report of sale and attending to the ratification thereof, and then to the payment of the promissory note aforesaid, or renewal thereof, with all interest due thereon, and also of all taxes and premiums as above, and the surplus, if any, to pay to said mortgagors, all of which will fully appear by reference to a certified copy of said mortgage filed herewith as "Exhibit Mortgage", and which together with all other exhibits herewith produced, it is prayed may be taken and considered as a part of this Petition and Report.

THIRD: That on the 11th day of December, A. D. 1930, the said mortgagee, for value received, transferred and assigned said mortgage to the Union Trust Company of Maryland, who assigned said mortgage to your Petitioner on the 11th day of January, A. D. 1933, for the purpose of foreclosure, all of which will appear by reference to said "Exhibit Mortgage".

FOURTH: That the amount due on said mortgage is the amount of the principal due on mortgage note of Five Thousand (\$5,000.00) Dollars and interest thereon from the 31st day of March, 1931, which note is marked "Exhibit Note" in this proceeding and is filed in the sale of the Clerk of the Circuit Court for Frederick County.

FIFTH: That default having been made in the payment of said indebtedness at the time limited for the payment thereof, and also in the payment of interest thereon subsequent to said assignment, the said George R. Dennis, Jr., Assignee, having filed his duly approved bond as required by law, advertised the said property for sale at public auction, and, after giving three weeks' notice of the time, place, and manner and terms of sale by advertisements inserted in the Daily News, a newspaper published in Frederick County, Maryland, once a week, for three successive weeks prior to the day of sale, as will appear by reference to "Printer's Certificate" filed herewith, did pursuant to said notice, attend at the premises near Lewistown, Frederick County, Maryland, on Wednesday, the eighth of February, nineteen hundred and thirty-three, at the hour of eleven o'clock, a. m. and after having the sale of said property called for a reasonable time, your Petitioner sold the same to the UNION TRUST COMPANY OF MARYLAND at and for the sum of \$5,000.00, said Union Trust Company of Maryland being at that sum the highest bidder therefor, a Certificate of Purchase is herewith filed.

SIXTH: And the Assignee further reports that he has received from said purchaser the sum of five hundred (\$500.00) dollars on account of said purchase price which said purchaser has agreed to pay the balance of Forty-five Hundred (\$4500.00) Dollars upon the ratification of the sale by Your Honorable Court.