

East Third Street, all of which will more fully and at large appear by reference to a duly certified copy of said Mortgage filed herewith as a part hereof and marked "Exhibit A".

That said Deed of Mortgage contains a covenant that in default of payment of said single bill, or any interest due thereon, or any renewal of said single bill, then it would be lawful for Jacob Rohrback, as Trustee, to sell said mortgaged real estate at public auction for cash, after having given at least three weeks public notice of such sale published in some newspaper in Frederick County, stating the time, place, manner and terms of sale, all of which will more fully and at large appear by reference to said "Exhibit A".

That default was made by the said Mortgagors in payment of said single bill, and there is now due and owing unto said Mortgagee by said Mortgagors the sum of \$4000.00, with interest due thereon from the date May 6th, in the year 1932, the interest due and owing on the date July 8th, 1933, being the additional sum of \$281.33, all of which will more fully and at large appear by reference to a copy of said single bill filed herewith as a part hereof and marked "Exhibit B".

That default having been so made by said Mortgagors in the payment of said single bill and the interest due thereon as aforesaid, your Petitioner having been called upon by said Mortgagee to execute and carry out the power of sale for its benefit as named in said Mortgage, having first executed a duly approved bond in the penalty of Ten Thousand Dollars, and having given at least three weeks public notice of the time, place, manner and terms of sale in "The News" and "Post", a newspaper published in Frederick County, once a week for three successive weeks prior to the 8th day of July, 1933, as will appear by reference to the Printer's Certificate filed herewith as a part hereof and marked "Exhibit C", your Petitioner did attend in person at the Court House door, in Frederick City, Frederick County, Maryland, on Saturday, July 8th, 1933, at the house of 10 o'clock A. M., and then and there offered the above mentioned mortgaged real estate at public sale and upon the terms as set forth in said advertisement, and sold the same unto The FrederickTown Savings Institution, of Frederick County, Maryland, at and for the sum of Four Thousand Dollars, it being then and there the highest and best bidder therefor.

And your Petitioner further reports that said purchaser has complied with the terms of said sale as advertised, and has paid unto your Petitioner the sum of Five Hundred Dollars, in current money, at the time of sale, as part payment of said purchase price, and has signed a memorandum of sale filed herewith as a part hereof marked "Exhibit D", in which it obligates itself to comply with the terms of sale.

And your Petitioner reports his gross amount of sale to be the sum of \$4000.00.

WHEREFORE, your Petitioner prays that your Honors will ratify and confirm the sale as made and as above reported by him.

And as in duty bound, etc.

Jacob Rohrback
Solicitor.

Jacob Rohrback
Trustee named in the Mortgage from George C. Smith and Lillie A. Smith, his wife, to The FrederickTown Savings Institution, Mortgagee.

STATE OF MARYLAND, FREDERICK COUNTY, SCT;:-

I HEREBY CERTIFY that on this 8th day of July, in the year nineteen hundred and thirty-three, before me the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Jacob Rohrback, Trustee named in the Mortgage from George C. Smith and Lillie A. Smith, his wife, to The FrederickTown Savings Institution, Mortgagee, the above named Petitioner, who made oath in due form of law that the matters and facts stated in the above and aforesaid going Petition are true as therein set forth to the best of his knowledge, information and belief, and that the sale therein reported was fairly made. Witness my hand and Notarial seal on this 8th day of July, in the year 1933.

Place of
Notarial
Seal
(Filed July 8, 1933)

Leona G. Mercer
Notary Public.