

District, Frederick County, State of Maryland, containing two hundred forty-six acres, three roods and twelve square perches of land more or less, which was conveyed unto the said Horace H. Smith and Clara M. Smith, his wife, by Charles McC. Mathias et. al. Trustees, by deed bearing date on the eighth day of September, 1921, and recorded in Liber No. 336, Folio 202, one of the Land Records of Frederick County, in which said mortgage, it was among other things, provided that if default should be made in the payment of said note at maturity or the interest thereon, at the time limited for the payment of the same, or in any agreement, covenant or condition of the said mortgage, then the entire mortgage debt should be deemed demandable and it shall be lawful for the said Lewis E. Shellman and Mary E. Shellmen, or either of them, or their personal representatives or assigns, at any time after such default to sell the mortgaged premises upon giving twenty days notice of the time place, manner and terms of sale, in some newspaper printed and published in Frederick County, Maryland and to apply the proceeds of such sale as in the said mortgage is stipulated, 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 part of this petition and report.

Second: That default having been made in the payment of the said indebtedness at the time limited for the payment thereof, and also in the payment of the interest thereon when said interest became due and payable, interest now being due on the said mortgage from the eighth day of September, 1928, the said Lewis E. Shellman and Mary E. Shellman, his wife, transferred and assigned said mortgage to the said Parsons Newman, for the purpose of foreclosure by indorsement to that effect at the foot of the said mortgage, which will also fully appear by reference to the certified copy herewith filed as Exhibit Mortgage.

Third: That subsequently to said assignment the said Parsons Newman, Assignee, having first filed his duly approved bond as required by law, advertised said property for sale at public auction, and after giving more than twenty days notice of the time, place, manner and terms of sale by advertisements inserted in the Frederick Post, a newspaper published in Frederick County, Maryland, once a week for more than three successive weeks prior to the day of sale, being more than the twenty days notice aforesaid, did, pursuant, to said notice, attend at the Court House Door in Frederick City, Frederick County, Maryland, on Saturday, the nineteenth day of November, 1932, at the hour of eleven o'clock A. M., and then and there proceeded to sell the said real estate. Your assignee offered the mortgaged property as a whole and received therefor a bid of Nine Thousand Dollars, which was then and there the highest and best bid your Assignee received for the said mortgaged premises and your Assignee did then and there sell the above described real estate and mortgaged premises together with the improvements thereon and all rights thereunto belonging or appertaining, to Lewis E. Shellman and Mary E. Shellman, his wife, at and for the said sum of Nine Thousand Dollars, they being then and there the highest and best bidder therefor, and for cash upon the ratification of said sale by your Honorable Court.

Fourth: That the said purchasers in accordance with the terms of sale have made a deposit of Five Hundred Dollars to insure compliance with its terms and has signed a written acknowledgment of purchase, which is herewith filed as a part hereof, and marked Exhibit Acknowledgment.

Fifth: That the gross amount of sale is Nine Thousand Dollars.

WHEREFORE, your petitioner prays that the said sale, after the publication of the usual order nisi thereon, may be finally ratified and confirmed by your Honorable Court.

And for such further or other relief as the nature and equity of the case may require.

And as in duty, etc.

John S. Newman
Parsons Newman
Solicitors.

Parsons Newman
Assignee.