

promissory note of said date for said sum of money payable to the said Woodsboro Savings Bank of Frederick County, Maryland, or order six months after date with interest at the rate of six per cent per annum, payable semi-annually, in advance, executed their deed of mortgage of said date to secure the payment of said note and interest, whereby they conveyed to the said Woodsboro Savings Bank of Frederick County, Maryland, all that tract or parcel of land situate in Frederick, Frederick County, Maryland, and more particularly described as follows:

All that tract or parcel of land situate on the south side of West Patrick Street in Frederick City, Frederick County, Maryland, which will be found fully described in a certain deed from Edward S. Houck and wife to Edward S. Mobley and George L. Mobley, partners trading as E. S. Mobley and Brother, dated May 9, 1914, and recorded in Liber H. W. B. No. 308, Folio 55², one of the Land Records for Frederick County.

And further described by reference to a certain deed from Paul Hauser and wife to Edward S. Houck, recorded in W.I.P. No. 13, Folio 175, one of the Land Records for Frederick County.

Together with all the buildings and improvements thereon and all the rights, roads, ways, waters, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining.

And your Petitioner avers that in said mortgage there was, among other things, provided that if default be made in the payment of said \$5300.00 or the interest thereon to accrue or in any part of either one of them at the time limited for the payment of the same or in any agreement, covenant or condition of said mortgage, then the entire mortgage debt should be due and demandable and it should be lawful for the said Woodsboro Savings Bank of Frederick County, Maryland, its personal representatives and assigns at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making said sale and to grant and convey the property to the purchaser or purchasers thereof, his, her or their heirs and assigns upon giving 20 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 said sale as in said mortgage 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 a part of this Petition and Report.

SECOND: That on the 14th day of November, 1922, the said mortgagors reduced the said mortgage to the extent of \$150.00 and on January 15, 1923, another reduction of \$150.00 was made, making the total amount due on said mortgage at the time of said sale to be \$5000.00.

THIRD: 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 the interest thereon when the said interest became due and payable, that on the 29th day of February, 1932, the said Woodsboro Savings Bank of Frederick County, Maryland, transferred and assigned said mortgage to Frank L. Stoner for the purpose of foreclosure by endorsement to that effect at the foot of said mortgage which will also fully appear by reference to the certified copy filed herewith as Exhibit "Mortgage".

FOURTH: That subsequent to said assignment the said Frank L. Stoner, Assignee, having first filed his duly approved bond as required by law, advertised said property for sale at public auction and after giving twenty days notice of the time, place, manner and terms of sale by advertisement inserted in the Frederick News, a newspaper printed and published in Frederick County, for more than twenty days which said notice was deemed by the said Assignee sufficient and expedient, did pursuant to said notice attend at the Court House Door in Frederick City, Frederick County, Maryland, on Saturday, April 29, 1933, at the hour of eleven o'clock, A. M. and then and there sold the real estate hereinbefore described to