(1) All that lot, part of a lot, or parcel of land, situate, lying and being on the south side of West South Street, in Frederick City, Frederick County and State of Maryland, fronting on said street 29 feet and 9 inches, and extending back of equal width throughout 144 feet, more or less, and now known and designated as No. 28 West South Street. It being the same tract of land that was conveyed by deed dated April 6, 1923, from Edward B. Measell and Annie B. Leasell, his wife, to Miller B. Cassell and Bessie M. Cassell, his wife, and recorded in Liber No. 342, Folio 562, one of the Land Records for Frederick County.

(2) Being all that tract or parcel of land situate, lying and being near the village of Ijamsville, and in Urbana District, Frederick County, State of Maryland, containing 79 acres of land, more or less, and being the same property that was conveyed to the said Miller B. Cassell and Bessie M. Cassell, his wife, by deed from Vernon W. Nicodemus and Emma E. Nicodemus, his wife, bearing date of September 20, 1930, and recorded in Liber No. 376, Folio 98, one of the LandRecords for Frederick County.

which saidmortgage was on the 26th day of July, 1933, assigned by John J. Ghingher, Bank Commissioner for the State of Maryland, Receiver of the Central Trust Company of Maryland, to the Farmers & Mechanics National Bank of Frederick, a body corporate, substituted Trustee in No. 12564 Equity, and on the 19th day of August, 1933, the said Farmers & Mechanics National Bank of Frederick, substituted Trustee, assigned said mortgage to William M. Storm for foreclosure, a certified copy of said mortgage and assignments is filed herewith marked Exhibit No. 1 to this Petition.

SECOND: That said mortgage contained a covenant that if the mortgagors should default in the payment of said principal or interest in whole or in part when due or upon any default being made in performance of any covenant or condition of said mortgage, then the whole mortgage debt thereby secured shall thereupon become due and payable and it shall be lawful for certain named parties in said mortgage or the assignee of said mortgage to exercise the power of sale contained therein.

THIRD: That the said mortgagors did default in the payment of said promissory note whereupon your Petitioner as Assignee thereof became empowered and authorized to sell the property conveyed by said mortgage and your Petitioner has filed his bond as required by law and advertised the real estate mentioned in said mortgage in the Frederick News, a newspaper printed and published in Frederick County, Maryland, once a week for more than three weeks prior to the day of sale, and pursuant to said notice your Petitioner did attend in front of the Court House Door in Frederick, Maryland, on Saturday, September 23, 1933, at the hour of eleven o'clock a. m. it being the time and place mentioned in said advertisement of sale, printer's certificate being filed herewith marked Exhibit No. 2, and then and there offered the second parcel described in said mortgage, it being the farm located in Urbana District, Frederick County, Maryland, and described as parcel No. 1 in said advertisement of sale, and upon receipt of a bid for $1015.00 your Petitioner then held said bid and offered the parcel known as parcel No. 1 in said mortgage and which is described as parcel No. 2 in said advertisement of sale, and then and there sold the same to William C. Roderick andMinnie J. Roderick, at and for the sum of $2010.00, taking their certifiate of purchase which is filed herewith marked Exhibit No. 3, they being the highest and best bidders therefor. Your Petitioner then reoffered parcel described as parcel No. 1 in said advertisement of sale and receiving no higher bid, your Petitioner then withdrew the same. Subsequent to said sale your Petitioner has received a bid of $1200.00 from Howard B. Smith and Jeannette Z. Smith, taking their certificate of purchase which is marked Exhibit No. 4 to this Petition.