

and which said mortgage contained a provision that if the said C. Ernest Keller and Naomi K. Keller, his wife, should default in the payment of the said principal amount at maturity or any note or notes given in renewal thereof when the same should mature and become payable, then it shall be lawful for the said mortgagee, its attorney, or for the said assignee of said mortgage to sell said mortgaged premises as provided in the power of sale in said mortgage contained.

SECOND: That the said C. Ernest Keller and Naomi K. Keller, his wife, did default in the payment of the said promissory notes when due and payable and in the other covenants in said mortgage contained; whereupon your petitioner, being the assignee of said mortgage under the aforesaid assignment, became authorized to exercise the power of sale in said mortgage contained, and having given bond as required by law, did advertise, pursuant to said power of sale, the property to be sold above described in Middletown, Frederick County, Maryland, in front of the Valley Register Office (as in said mortgage provided), on the seventh day of November, 1933, at two o'clock, P. M., after having given at least three weeks' previous notice of sale in the Frederick POST, a daily newspaper published in Frederick County, Maryland, at least once a week for three successive weeks prior to the day of sale, as will appear by the annexed Printer's Certificate marked "Exhibit No. 3", and also by advertisement inserted in the VALLEY REGISTER, a newspaper published in Frederick County, Maryland, and also having printed and distributed handbills of said sale, did then and there offer said real estate at public auction to the highest bidder for cash, and then and there sold the same to John J. Ghingher, Receiver for the Central Trust Company of Maryland, at and for the sum of Seventy-two Hundred and Twenty-five Dollars (\$7225.00), he being the highest and best bidder therefor, taking his acknowledgment of purchase for the amount of the purchase money, which is herewith filed as "Exhibit No. 4".

THIRD: That your petitioner reports the amount of said sale to be Seventy-two Hundred and Twenty-five Dollars (\$7225.00), and prays your Honor to ratify and confirm said sale.

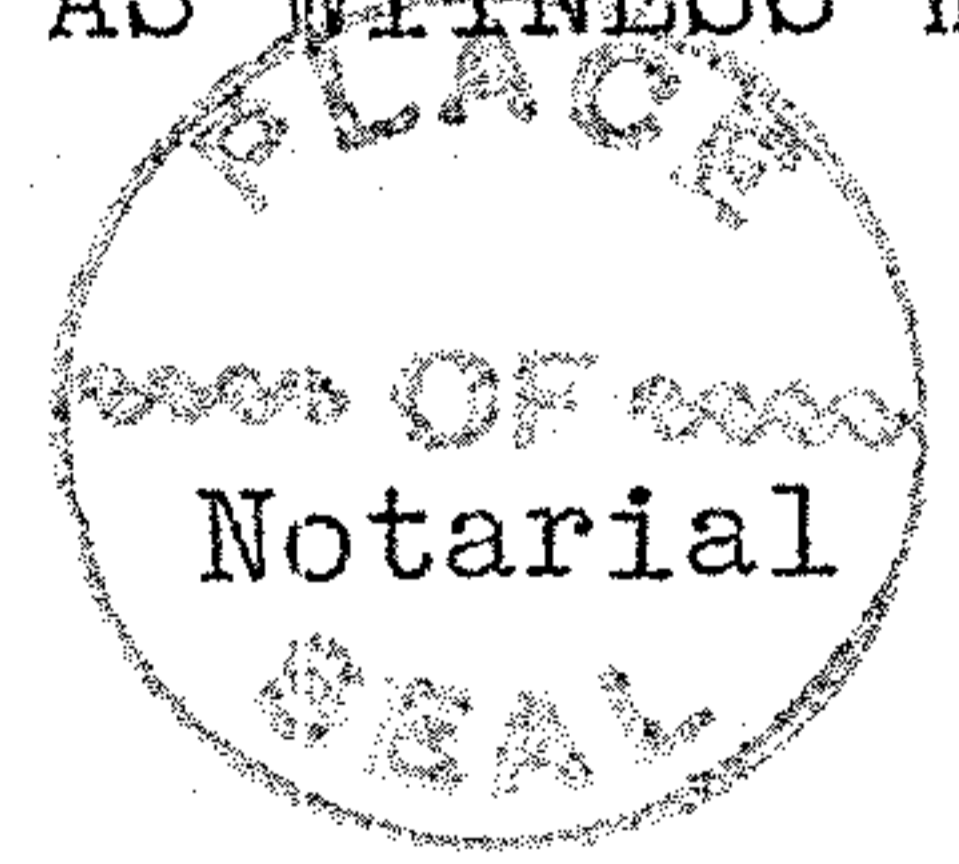
And as in duty bound, etc.,

Jacob S. New
Petitioner and Assignee.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this, the 8th day of November, in the year nineteen hundred and thirty-three, before me, the subscriber, a Notary Public of the said State, in and for the City aforesaid, personally appeared JACOB S. NEW, Petitioner and assignee, and made oath in due form of law, that the matters and facts set forth in the foregoing petition are true as therein stated, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.



Lena Neuberger
Notary Public.

(Filed November 9, 1933)

EXHIBIT NO. 2.

At the request of Valley Savings Bank of Middletown, the following Mortgage is received for record and recorded April 5, 1926, at 3.15 o'clock P. M.

Test: Eli G. Haugh, Clerk.

This MORTGAGE made this 31st day of March, in the year nineteen Hundred and Twenty-six, by us, C. Ernest Keller and Naomi K. Keller, his wife, of Frederick County, Maryland.

W I T N E S S E T H:-- Whereas the said C. Ernest Keller and Naomi K. Keller, his wife, not stand indebted unto the Valley Savings Bank of Middletown, Frederick County, Maryland, a body corporate, in the sum of Twelve Thousand Seven Hundred Fifty Dollars (\$12,750.00) upon their promissory notes of even date herewith, payable to the order of the Valley Savings