

dollars advanced, until all the shares of stock in aforesaid Series No. Fourteen and Series No. Sixteen of said Association shall have redeemed; also to pay all fines that may be imposed upon the said Louie Montanaro and Fannie Montanaro, his wife, by the said Association, in accordance with its By-Laws; and to keep the said property and the improvements thereon fully insured against loss by fire for the use and benefit of the said Association; all of which payments and covenants shall continue in force until the said Association shall have sufficient funds on hand to pay each holder of every holder of every unredeemed share of its stock in its said series No. Fourteen and Series No. Sixteen above all losses and liabilities, the sum of one hundred dollars.

AND in which said mortgages it was further agreed that in event of default by the said Louie Montanaro and Fannie Montanaro, his wife, in any of the conditions of these mortgages for the space of three months, then it is hereby agreed that the whole mortgage debt shall become due and payable whether the same shall have matured by the terms thereof or not, and it shall then be lawful for The President of the said Association, or its Secretary or Attorney, or their successors in office, or any assignee of these mortgages, and they are hereby so authorized, to sell the said mortgaged premises, at public auction either upon the mortgaged premises, or at the Court House Door, in Frederick City, Maryland, for one-half cash and the balance in six months, with interest at the rate of six per cent. per annum for the deferred payment from the day of sale, after having given at least three successive weeks public notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Frederick County, Maryland, prior to the day of sale, and the proceeds of sale to apply as in said mortgages set forth.

ALL of which will appear by reference to certified copies of said mortgages herewith filed as Exhibit "A" and Exhibit "B" and which, together with all other exhibits herewith produced, it is prayed may be taken and considered as part of this Petition and Report of Sale.

THIRD: That on the 24th day of November in the year A. D. 1933, The Fidelity Building and Loan Association of Frederick County, Mortgagee, for value received, duly assigned the above mentioned mortgages unto George R. Dennis, Jr., Attorney, which said assignments were duly recorded among the Land Records of Frederick County, as will appear by reference to said copies of said mortgages filed herein as Exhibit "A" and Exhibit "B".

FOURTH: That default having been made for the space of three months and over, in the payment of the above mentioned weekly installments respectively your Petitioner, the Assignee, became duly authorized to execute the Powers of Sale in said mortgages contained by reason of said default, and after giving bond with security for the faithful discharge of his trust as required by law and giving notice of the time, place, manner and terms of the sale by advertisement inserted in The News, a newspaper published in Frederick City, Frederick County, Maryland, for more than three successive weeks, before the day of sale as will appear by reference to printer's certificate filed herewith "Exhibit Printer's Certificate", did pursuant to said notice attend at the Court House door in said Frederick City on Wednesday, January 10th, 1934 at the hour of 11:00 o'clock A. M. and then and there proceeded to sell the said real estate and did sell the same to William B. James, he being then and there the highest bidder therefor, at and for the sum of Six Hundred (\$600.00) Dollars and upon the terms of sale set forth in the advertisement of sale, namely one-half cash upon the ratification of sale by your Honorable Court and the residue in six months, the purchaser or purchasers giving his, her or their note with approved security, bearing interest from the day of sale, or all cash, and a deposit of One Hundred (\$100.00) Dollars on the day of sale to insure compliance with its terms; all conveyancing at the expense of the purchaser, including Revenue stamps.

FIFTH: That your Petitioner took from the said purchaser his written acknowledgment of