

That in said mortgage it was among other things, provided, that if default be made in the payment of said promissory note at maturity, or of any renewal thereof, or in the payment of any installment of interest when the same becomes due and payable, or in the performance or fulfillment of any covenant or agreement contained therein, then and in either case it shall be lawful for the said Central Trust Company of Maryland, or its assignee, to sell the said property and premises thereby mortgaged in front of the Post Office in Thurmont, Frederick County, Maryland, by public auction, for cash, after having given at least three weeks' notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, once a week, prior to the date of sale, and to apply the proceeds of sale to the payment, in the first place, of the expenses attending the sale, including the usual Chancery commissions and a reasonable counsel fee for filing bond, report of sale and attending to the ratification thereof, and then to the payment of the promissory note aforesaid, or renewal thereof, with all interest due thereon, whether the same be due and payable or not, and the surplus, if any, to pay the same to whoever may be entitled to the same, 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.

That on the 11th day of December, 1930, the said Central Trust Company of Maryland assigned the said mortgage to the Union Trust Company of Maryland, which Assignee assigned said Mortgage to your petitioner on the 27th day of March, A. D. 1934, for the purpose of foreclosure, all of which will appear by reference to said "Exhibit Mortgage".

That the amount due on said mortgage is the amount of the principal due on said mortgage note, Three Thousand (\$3,000.00) Dollars, less a credit of Three Hundred (\$300.00) Dollars, and interest on the balance due from the 29th day of March, 1932.

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 interest thereon subsequent to said assignment, the said George R. Dennis, Jr., Assignee, having filed his duly approved bond as required by law, advertised the said property for sale at public auction, and, after giving three weeks' notice of the time, place, manner and terms of sale by advertisements inserted in The Catoclin Clarion, a newspaper published in Thurmont, Frederick County, Maryland, once a week, for three successive weeks prior to the day of sale, as will appear by reference to "Printer's Certificate filed herewith, and pursuant to said notice, did attend in front of said Post Office in Thurmont, Frederick County, Maryland, on Monday, the 30th day of April, A. D. 1934, at the hour of eleven o'clock A. M. and after having the sale of said property called for a reasonable time, your petitioner sold the same to Union Trust Company of Maryland, at and for the sum of Fifteen Hundred (\$1500.00) Dollars, said Union Trust Company of Maryland being, at that sum, the highest bidder therefor, a Certificate of Purchase is herewith filed.

AND the Assignee further reports that he has received from said purchaser the sum of Five Hundred (\$500.00) Dollars on account of said purchase price which said purchaser has agreed to pay the balance of One Thousand (\$1,000.00) Dollars upon the ratification of the sale by your Honorable Court.

All of which is respectfully submitted.

Geo. R. Dennis, Jr.  
Assignee.

STATE OF MARYLAND, COUNTY OF FREDERICK, TO-WIT:

I hereby certify that on this 3rd day of May, in the year 1934, before me, the subscriber, Clerk of the Circuit Court for Frederick County, State of Maryland, personally appeared George R. Dennis, Jr., the within named Assignee, and made oath in due form of law that the matters and things stated in the foregoing report are true, to the best of his knowledge and belief and that the sale therein reported was fairly made.

Eli G. Haugh  
Clerk.

(Filed May 3, 1934)