

by their joint and several promissory note dated April 22, in the year 1912, for money borrowed by them from said bank, said note being payable to said bank, or order, six months after date, and for the better securing the payment of the said promissory note at maturity, or the renewal of the same, executed and delivered unto said the Myersville Savings Bank, as Mortgagee, their Deed of Mortgage dated April 22, in the year 1912, whereby and wherein the said Calvin W. Routzahn and Annie M. Routzahn, his wife, granted and conveyed unto the said the Myersville Savings Bank, as Mortgagee, a part of a tract of land called "Pleasant Hill", containing 16 acres, 3 rods and 27 square perches of land, more or less, located in the Village of Harmony, in Jackson District, in Frederick County, Maryland, being the same real estate described in the Deed from Henry Unfersacht and wife, to Calvin W. Routzahn and Annie M. Routzahn, his wife, dated April 1st, 1912, and recorded in Liber H. W. B. No. 300, at folio 376, one of the Land Records of Frederick County, Maryland.

That said Deed of Mortgage contained a clause that provided that if default be made in the payment of said promissory note at maturity, or in the renewal thereof, then it shall be lawful for George W. Bittle, as Trustee, to sell said mortgaged premises at the Court House door, in Frederick City, Maryland, at public auction, for cash, after having given at least three weeks public notice inserted in some newspaper published in Frederick County, stating the time, place, manner and terms of sale, and such other notice as such Trustee shall think proper, all of which will more fully and at large appear by a duly certified copy of said Mortgage filed herewith as a part hereof and marked "Exhibit A".

That default was made in the payment of the money secured by said Mortgage and the last renewal of the amount due thereon, and there is now due and owing unto said the Myersville Savings Bank, as Mortgagee, the sum of Four Hundred and Seventy-Five Dollars, with interest due thereon from the date April 22nd, in the year 1933, at the rate of five per centum per annum, as will more fully and at large appear by the last renewal of said promissory note now signed by Calvin W. Routzahn, (the said Annie M. Routzahn now deceased), filed herewith as a part hereof and marked "Exhibit B".

That default having been so made in the payment of said mortgage debt, your Petitioner, as Trustee named in said "Exhibit A", was called on by said Mortgagee to exercise the power of sale contained in said Mortgage for its benefit, and having first filed with the Clerk of your Honorable Court his duly approved Bond in the penalty of \$3000.00, and having duly advertised the time, place, manner and terms of sale for more than three successive weeks in "The Valley Register", a newspaper published in Frederick County, Maryland, before the date December 9th, in the year 1933, as will appear by reference to the Printer's Certificate filed herewith as a part hereof and marked "Exhibit C", and also by sale bills circulated in Middletown Valley and near the mortgaged real estate, your Petitioner did attend in person at the Court House door, in Frederick City, Maryland, on said December 9th, in the year 1933, at the hour of 11 o'clock A. M., and then and there offered said real estate at public auction, and sold the same unto Carrie M. Leatherman, widow of William Leatherman, and resident of Frederick County, in the State of Maryland, at and for the sum of Fourteen Hundred Dollars, she being then and there the highest and best bidder therefor, and which said purchaser has signed a Memorandum of Sale in which she agrees to comply with the terms thereof, all of which will more fully and at large appear by reference to the Memorandum of said Sale filed herewith as a part hereof and marked "Exhibit D", and said purchaser having made a first payment in the sum of \$250.00 as required by the advertisement of sale.

That your Petitioner reports his gross amount of sale to be the sum of \$1400.00.

WHEREFORE, your Petitioner prays that your Honors will ratify and confirm the sale made by him and as above reported.

And as in duty bound, etc.

Reno S. Harp
Jacob Rohrback

Solicitors.

George W. Bittle

Trustee named in the Mortgage from Calvin W. Routzahn and Annie M. Routzahn, his wife, to Myersville Savings Bank, Mortgagee.