with interest from date, executed their deed of mortgage of said date to secure the payment of said note and interest, whereby they conveyed unto the said John Diehl all those four tracts of land situate, lying and being in Frederick County, Maryland, containing thirteen acres, one rood and eighteen square perches of land, more or less, and fully described in a deed from the heirs of Hanson T. Jackson, deceased, and Elizabeth J. Jackson to the said Hanson W. Jackson, dated April 3, 1909, and recorded among the Land Records of Frederick County, and also being the same land that was conveyed to the said Hanson W. Jackson and Ella E. Jackson, his wife, by Alvey O. Zimmerman, Administrator of Daniel P. Zimmerman, deceased, by deed bearing date the 18th day of April, 1912, and recorded in Liber H. W. B. No. 300, folio 370, one of the Land Records of Frederick County; in which said mortgage it was, among other things, provided, that if default should be made in the payment of said promissory note at maturity, or any renewal thereof when such renewal note shall mature and be payable, or in the performance or fulfillment of any covenant or agreement contained in said mortgage, then it should be lawful for the said John Diehl, his executor, administrator or assigns, to sell the said property and premises mortgaged on the premises, at 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 such sale as in said mortgage stipulated. All of which will more fully appear by reference to a certified copy of said mortgage filed herewith and marked "Exhibit Mortgage", and which, together with all other exhibits herewith produced, it is prayed may be taken and considered as part of this petition and report.

SECOND: That the said John Diehl died intestate on or about the 3rd day of July, 1931, and Sadie E. McGregor and Milton E. Diehl were appointed and duly qualified as Administratrix and Administrator respectively.

THIRD: That default having made in the payment of the mortgage debt, the terms of said mortgage debt became due and payable, the said Sadie E. McGregor and Milton E. Diehl, in pursuance of an order of the Orphans' Court for Frederick County, dated the 11th day of January, 1934, transferred and assigned said mortgage to the said Benjamin B. Rosenstock for the purpose of foreclosure by endorsement to that effect at the foot of said mortgage; which will also fully appear by reference to the certified copy herewith filed as "Exhibit Mortgage".

FOURTH: That subsequently to said assignment the said Benjamin B. Rosenstock, Assignee, having first filed his duly approved bond as required by law, advertised said property for sale at public auction, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in "The News", a newspaper published in Frederick County, Maryland, once a week for more than three successive weeks prior to the day of sale, and by hand bills extensively circulated, did, pursuant to said notice, attend on the premises in Woodsboro Election District, Frederick County, State of Maryland, on Saturday, February 24, 1934, at the hour of 11 o'clock A. M., and then and there proceeded to sell said real estate without receiving any binds therefor.

FIFTH: That after again advertising said property for sale at public auction and after giving notice of the time, place, manner and terms of sale by advertisements inserted in "The News", a newspaper published in Frederick County, Maryland, once a week for more than three successive weeks prior to the day of sale, did, pursuant to said notice, attend on the premises in Woodsboro Election District, Frederick County, State of Maryland, on Saturday, the 8th day of December, 1934, at the hour of 11 o'clock A. M. and then and there proceeded to sell said real estate, and then and there sold the said real estate to Clyde R. Jackson and Ella E. Jackson as joint tenants, at and for thesum of Five Hundred Seventy-five Dollars ($575) they being then and there the highest and best bidders therefor, and for cash upon the ratification of said sale by your Honorable Court.