SIXTH: That your Petitioner took from the said purchasers their written acknowledgment of purchase, which is herewith filed as part hereof and marked "Exhibit Acknowledgment". However, your Petitioner did not receive from the said purchasers, in accordance with the advertisement of sale, the deposit of Two Hundred Dollars ($200), to insure compliance with the terms of sale, because the purchasers were borrowing the money to purchase the property sold. It further appears that the aforesaid purchase price, being the sum of Five Hundred Seventy-five Dollars ($575), will not be available for seven months because of a purported defect in the title ie. failure to give notice to the creditors of Hanson T. Jackson, one of the predecessors in title.

SEVENTH: That the gross amount of sale is Five Hundred Seventy-five Dollars ($575).

WHEREFORE, your Petitioner prays that the said sale after the publication of the usual Order Nisi thereon and upon the payment of the purchase price, may be finally ratified and confirmed by your Honorable Court, and for such other and further relief as the nature and equity of the case may require.

And as in duty bound, etc.

Benjamin B. Rosenstock
Assignee

STATE OF MARYLAND, FREDERICK COUNTY, SCT:

I hereby certify that on this 20th day of December, 1934, before me, the subscriber, the Clerk of the Circuit Court for Frederick County, personally appeared Benjamin B. Rosenstock, Assignee, and made oath in due form of law that the matters and things set forth in the foregoing Exhibits and Report of Sale are true as therein stated to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Eli G. Haugh
Clerk of the Circuit Court for
Frederick County.

(Filed December 20, 1934)

EXHIBIT MORTGAGE

At the request of John Diehl the following Mortgage is received for record and recorded April 20th, 1912 at 10:05 o'clock A. M.

Test: Harry W. Bowers, Clerk.

THIS MORTGAGE, made this 18th day of April, in the year nineteen hundred and twelve, by us, Hanson W. Jackson and Ella E. Jackson, his wife, of Frederick County, in the State of Maryland.

WITNESSETH: That whereas the said Hanson W. Jackson and Ella E. Jackson, his wife, now stand indebted unto John Diehl, of the County and State aforesaid, in the sum of Nine Hundred Dollars and Fifty Dollars ($950.00), upon their promissory note of even date herewith, payable to the order of the said John Diehl, six months after date, with interest from date, and for the better securing the payment of the said promissory note at maturity, or of any other note or notes that may from time to time be given hereafter in renewal of the same or any part thereof, and for the further consideration of the sum of One Dollar paid by the said John Diehl to the said Hanson W. Jackson and Ella E. Jackson, his wife, the receipt of which is hereby acknowledged, we, the said Hanson W. Jackson and Ella E. Jackson, his wife, do grant, in fee simple, unto the said John Diehl all those four tracts of land, situate, lying being in Frederick County, Maryland, 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 3rd, 1909, and recorded among the Land Records of Frederick County, and being the same tracts or parcels of land which were conveyed to the said Hanson W. Jackson and Ella E. Jackson, his wife, by Alvie O. Zimmerman, Administrator of Daniel P. Zimmerman, deceased, by deed bearing even date herewith and intended to be recorded just prior to the recording of this mortgage, the quantity of land hereby conveyed being thirteen (13) acres, one (1) rood and eighteen (18) square perches of land, more or less.

TOGETHER with the improvements thereon and the easements and appurtenances thereto