which will more fully and at large appear by reference to said "Exhibit Mortgage."

FOURTH. That the last renewal of said promissory note, in amount $5000.00, secured by said mortgage is dated October 23rd, in the year 1913, payable six months after said date to The Franklin Savings Bank, and which said renewal note was assigned by The Franklin Savings Bank of Frederick to The Commercial State Bank of Frederick, Maryland, and which said Bank assigned said promissory note to The FrederickTown Savings Institution, and which said Institution endorsed said promissory note to order of Jacob Rohrback, and which said endorsee endorsed said promissory note to the order of The FrederickTown Savings Institution, that is now the holder of said note, and a copy of which said note is filed herewith as a part hereof and marked "Exhibit Note".

FIFTH. That there is now due and owing on said promissory note unto The FrederickTown Savings Institution, the holder thereof, the sum of Forty-Nine Hundred Dollars, with interest due thereon from the date March 22nd, in the year 1934, as will appear by reference to said "Exhibit Note".

SIXTH. That said mortgagors have failed to comply with their covenants and agreements in said mortgage that they would pay not only the principal of said debt and interest but also the taxes due and levied on said real estate, the same being now unpaid by said mortgagors, for State and County taxes due for the years 1934 and 1935, and for Frederick City taxes for the year 1934.

SEVENTH. That The FrederickTown Savings Institution as Assignee of said mortgage, and the holder of said promissory note secured by said mortgage, having called upon your Petitioner George W. Heinlein, the person named in said mortgage to sell the first parcel of real estate described therein on default made by the mortgagors in the performance of their covenants and agreements therein, to exercise said power of sale for the benefit of said The FrederickTown Savings Institution, assignee of mortgagee and holder of said promissory note "Exhibit Note", your Petitioner having first filed his duly approved Bond with Clerk of your Honorable Court in the penalty of Twelve Thousand Dollars, and having given three successive weeks public notice of the time, place, manner and terms of sale by publication in the News-Post, a newspaper published in Frederick City, in Frederick County, in the State of Maryland, prior to the 15th day of August, in the year 1935, as will more fully and at large appear by reference to the Printer's Certificate filed herewith as a part hereof and marked "Exhibit News-Post", your Petitioner did attend in person at the Court House door, in Frederick City, in Frederick County, in the State of Maryland, on Thursday, August 15th, in the year 1935, at the hour of 11:30 o'clock A. M., and then and there offered at public sale, the first parcel of real estate described in and conveyed by said mortgage, "Exhibit Mortgage", and sold the same unto Rudolph M. Rau, resident of Frederick City, in Frederick County, in the State of Maryland, at and for the sum of Three Thousand Seven Hundred and Thirty Dollars, he being then and there the highest and best bidder therefor, and who has complied with the terms of sale and has paid $500.00, in current money, unto your Petitioner, and who has executed his written Memorandum of Sale in which he acknowledges the purchase of said real estate for said sum of money, and obligates himself to comply with the terms of sale as set forth in said "Exhibit News-Post", as will appear by said written Memorandum of Sale filed herewith as a part hereof and marked "Exhibit R. M. R.".

EIGHTH. That your Petitioner reports his gross amount of sale to be the sum of $3730.00.

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

And as in duty bound, etc.

George W. Heinlein
Action under Power of Sale contained in the Mortgage from Edward S. Mobley and Zourie S. Mobley, his wife, to The Franklin Savings Bank of Frederick, Mortgagee.

Jacob Rohrback
Solicitor.