

shall continue in force until the said Association shall have sufficient funds on hand to pay each

holder of every holder of every unredeemed share of its stock in its said Series No. Eighteen above all losses and liabilities, the sum of one hundred dollars.

And in which said mortgages it was further agreed that in event of default by the said Joseph H. Groff, widower, in any of the conditions of this mortgage for the space of three months, then it is hereby agreed that the whole mortgage debt shall become due and payable whether the same shall have matured by the terms thereof or not, and it shall then be lawful for The President of the said Association, or its Secretary or Attorney, or their successors in office, or any assignee of this mortgage, and they are hereby so authorized, to sell the said mortgaged premises, at public auction either upon the mortgaged premises, or at the Court House Door, in Frederick City, Maryland, for one-half cash and the balance in six months with interest at the rate of six per cent. per annum for the deferred payment from the day of sale, after having given at least three successive weeks public notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Frederick County, Maryland, prior to the day of sale, and the proceeds to apply as in said mortgages set forth.

All of which will appear by reference to certified copy of said mortgage, herewith filed as Exhibit "A" and which, together with all other exhibits herewith produced, it is prayed may be taken and considered as part of this Petition and Report of Sale.

THIRD: That on the 10th day of November, in the year A. D. 1934, The Fidelity Building and Loan Association of Frederick County, Mortgagee, for value received, duly assigned the above mentioned mortgage unto George R. Dennis, Jr., Attorney, which said assignment was duly recorded among the Land Records of Frederick County, as will appear by reference to said copy of said mortgage filed herein as Exhibit "A".

FOURTH: That default having been made for the space of three months and over, in the payment of the above mentioned weekly installments respectively your Petitioner, the Assignee, became duly authorized to execute the Powers of Sale in said mortgages contained by reason of said default, and after giving bond with security for the faithful discharge of his trust as required by law and giving notice of the time, place, manner and terms of sale by advertisement inserted in The News, a newspaper published in Frederick City, Frederick County, Maryland, for more than three successive weeks, before the day of sale as will appear by reference to printers' certificate filed herewith "Exhibit Printer's Certificate", did pursuant to said notice attend at the Court House Door in said Frederick City on Tuesday, December 11th, 1934, at the hour of 11:00 o'clock A. M. and then and there proceeded to sell the said real estate and did sell the same to Henry A. Groff and Mary E. Groff, his wife, they being then and there the highest bidder therefor, at and for the sum of Five Hundred and Seventy (\$570.00) Dollars and upon the terms of sale set forth in the advertisement of sale, namely, one-half cash, upon the ratification of sale by your Honorable Court and the residue in six months, the purchaser or purchasers giving his, her or their note with security, bearing interest from the day of sale, or all cash, and a deposit of One Hundred (\$100.00) Dollars on the day of sale to insure compliance with its terms; all conveyancing at the expense of the purchaser, including Revenue stamps.

FIFTH: That your Petitioner took from the said purchasers their written acknowledgment of the purchase which is filed herewith as Exhibit "B" with this Petition.

SIXTH: That your Petitioner has received from the said Henry A. Groff and Mary E. Groff, his wife, his check for One Hundred (\$100.00) Dollars, payment of a cash deposit required on day of sale to insure compliance with its terms.

SEVENTH: Your Petitioner reports the gross amount of sale to be the sum of Five Hundred and Seventy Dollars (\$570.00).