

Being the northern portion of Lots Numbers One Hundred and sixty-four (164), One Hundred and sixty-five (165), and One Hundred and sixty-six (166) West of Maple Avenue as shown on the plat of C. M. Wenner's Second Addition to Brunswick, recorded in Liber W. I. P. No. 13, Folio 394, one of the Land Records of Frederick County.

Being the same property conveyed unto the said Harry L. Shewbridge and Ida Shewbridge, his wife, by Howard Marvin Jones and Mabel C. Jones, his wife, by deed bearing date on the said sixteenth day of July, 1931, and recorded in Liber No. 380, Folio 153, one of the Land Records of Frederick County, immediately prior to the recording of said mortgage; in which said mortgage it was, among other things, provided that in the event of three of the above mentioned monthly installments being due and unpaid or of default in any agreement, covenant or condition of the said mortgage, the entire mortgage debt intended to be thereby secured, should be deemed due and demandable, and it should be lawful for the said The Real Estate and Improvement Company of Baltimore City, its successors or assigns, or William M. Kennedy, of Baltimore City, its or their attorney and agent, at any time after such default, to sell the property thereby mortgaged, or so much thereof as might be necessary for cash, to satisfy and pay the said debt, interest, taxes, ground rents and other charges advanced by the said mortgagee, and all costs, as in said mortgage provided, upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper published in Frederick County, and to apply the proceeds of sale as in said mortgage is fully set out; all of which will fully appear by reference to a certified copy of said mortgage, filed herewith as "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 default having been made in the payment of three and more of the monthly installments above mentioned, at the time limited for the payment thereof, the said William M. Kennedy, the attorney or agent named in the said mortgage, advertised the said property for sale, and filed his duly approved bond in the Office of the Clerk of this Court, as required by law, and after giving notice of the time, place, manner and terms of sale, by advertisements inserted in the Frederick Post, a newspaper published in Frederick County, Maryland, once a week, for three successive weeks prior to the day of sale, being twenty days notice thereof, did pursuant to the said notice, attend in front of the Office of Howard Marvin Jones Esquire, on East Potomac Street, in Brunswick, Frederick County, Maryland, on Wednesday, the eleventh day of September, 1935, at the hour of 11:30 o'clock A. M., and then and there proceeded to sell the said real estate at public auction, and did then and there sell the said real estate to The Real Estate and Improvement Company of Baltimore City, a body corporate, at and for the sum of One Thousand Dollars (\$1000.00) it being then and there the highest and best bidder therefor, and for cash, upon the ratification of the said sale by your Honorable Court.

Third: That the said purchaser, in further accordance with the terms of sale, has made a deposit of Two Hundred Dollars (\$200.00) to insure compliance with its terms, and has signed a written acknowledgment of purchase, which is herewith filed as part hereof, and marked "Exhibit Acknowledgment", the balance of the said purchase money is to be paid on ratification of the said sale by your Honorable Court, all costs of conveyancing, including revenue stamps to be at the expense of the purchaser.

Fourth: That the gross amount of sale is One Thousand Dollars (\$1,000.00).

WHEREFORE, your Petitioner prays that the said sale, after the publication of the usual order nisi thereon, may be finally ratified and confirmed by your Honorable Court.

And for such further and other relief as the nature ^{and equity} of the case may require.

And as in duty, etc.

John S. Newman
Parsons Newman
Solicitors

William M. Kennedy
Attorney or Agent