

Honorable Court and states that whole amount of said sales is \$2950.00. Certified copy of Mortgage filed as Exhibit No. 3.

and as in duty etc will ever pray, etc.

Albert S. Brown

Assignee of Mortgagee

State of Maryland, Frederick County, to-wit:

I hereby certify that on this 26th day of August A D 1935, before me the subscriber, the Clerk of the Circuit Court for Frederick County, Maryland, personally appeared Albert S. Brown, Assignee of the Mortgagee for the purposes of foreclosure of the above and foregoing Mortgage herewith reporting the sale of the mortgaged premises and made oath in due form of law that the matters and things set forth in the above and foregoing report of sales of real estate is true as therein set forth in substance and in fact and that said sale was fairly made to the highest and best bidder therefor.

Witness my hand and seal this 26th day of August, A D 1935.



Eli G. Haugh

Clerk of the Circuit Court for
Frederick County.

(Filed August 26, 1935)

EXHIBIT MORTGAGE

At the request of Carl C. Staley the following
Mortgage is received for record and recorded
Oct. 13, 1931, at 2:30 o'clock P. M.

Test: Eli G. Haugh, Clerk

THIS MORTGAGE, made this 13th day of October, in the year nineteen hundred and thirty-one, by Lewis B. Burger, and Mary S. Burger, his wife, residents of Frederick County, State of Maryland.

WITNESSETH: Whereas said Lewis B. Burger and Mary S. Burger, his wife stand indebted unto Carl C. Staley, of Frederick County, Maryland, in the sum of Twenty-five hundred (\$2500.00) Dollars, upon their single Bill of even date herewith, and payable to said Carl C. Staley, six months after date, with interest from date, at the rate of six per cent per annum, payable semi-annually, said sum of money being part of the purchase money loaned by the said Carl C. Staley unto the said Mortgagors, for the purchase of of the property hereby mortgaged, and for the better to secure the payment of the said Single Bill, as well as any renewals thereof, and all interest thereon, when the same shall become due and payable, according to the tenor thereof, we, the said Lewis B. Burger, and Mary S. Burger, his wife, have agreed to execute these presents:-

Now, Therefore, in consideration of the premises, and the sum of five dollars, the receipt whereof is hereby acknowledged, we, the said Lewis B. Burger and Mary S. Burger, his wife, do hereby grant and convey unto the said Carl C. Staley all that lot or parcel of ground, with the buildings and improvements thereon, and the rights and ways thereunto belonging situate, lying and being in Frederick District, in Frederick County, Maryland, being the same real estate as described in a deed to said Lewis B. Burger and Mary S. Burger, his wife, M.J. Grove Lime Company of Frederick County, Maryland, dated 27th day of July 1931, and duly recorded in Liber 380, folio 342, one of the Land Records for Frederick County, which said deed is hereby made a part hereof as fully as if the same were herein incorporated.

Provided that if the said Lewis B. Burger and Mary S. Burger, his wife, shall pay to the said Carl C. Staley, said sum of \$2500.00 and the interest thereon when due according to the tenor of said Single Bill, then this mortgage shall be void.

and the Mortgagors hereby covenant with said Mortgagee that they will pay said sum of