

recorded in Plat Book S. T. H., folio 134, one of the Land Records of Frederick County, a copy of which said Plat is filed herewith and is prayed may be taken and considered a part hereof, marked "Exhibit B"; and that subsequent to the preparation of the latter plat hereinbefore mentioned several of the lots constituting a portion of the mortgaged premises were sold, conveyed, and released from said mortgage, said sales being made subject to the following restrictions: (1) Building line requirements as shown by said plat of a portion of "Villa Estates" recorded in Plat Book S.T.H., folio 134, one of the Land Records of Frederick County; (2) No dwelling shall be erected on said lots at a cost of less than Three Thousand (\$3000.00) Dollars; (3) No portion of said lots shall be granted, assigned, transferred, mortgaged, or leased to any colored person or any person of African descent, all of which will more fully appear by reference to the original copy of said mortgage as recorded in Liber 334, Folio 278, one of the Land Records of Frederick County, filed herewith and which is prayed may be taken and considered a part hereof, marked "Exhibit C".

That said mortgage contains a clause that if default be made in the payment of said promissory note at maturity, or of any renewal thereof, or in the payment of any installment of interest when the same becomes due according to the tenor of said promissory note, then it shall be lawful for the said Clayton H. Summers, his personal representatives or assigns, to sell the mortgaged premises in front of the Court House Door, in Frederick City, Frederick County, Maryland, by public auction, for cash, after having given at least three weeks notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, once a week, prior to the date of sale, which said mortgage, by mesne assignments, was duly assigned unto your Petitioner, all of which will more fully appear by reference to said "Exhibit C".

That default was made by the said Lawson H. Summers and Eva M. Summers, his wife, mortgagors, in the payment of said promissory note, and that there is now due and owing the full principal balance of Eight Thousand (\$8000.00) Dollars, together with interest from September 1, 1928, upon said promissory note, all of which will more fully appear by reference to the duplicate original of said promissory note filed herewith, and which is prayed may be taken and considered a part hereof, marked "Exhibit D".

That your Petitioner after having filed his duly approved bond with the Clerk of the Circuit Court for Frederick County, Maryland, and having given notice by public advertisement in The News and in The Post, newspapers published in Frederick City, Frederick County, Maryland, once a week for three successive weeks prior to the 6th day of June, 1936, setting forth the time, place, manner and terms of sale, as will more fully appear by reference to the Printer's Certificate filed herewith marked "Exhibit E", your Petitioner did attend at the Court House Door, in Frederick City, Frederick County, Maryland, on the 6th day of June, 1936, at the hour of 10:00 o'clock A. M., and then and there offered at public sale, the real estate described and conveyed in said mortgage not theretofore released from the same, and sold the following described lots as shown on the plat of a portion of "Villa Estates" prepared by Emory C. Crum, Civil Engineer, dated the 15th day of July, 1922, and recorded in Plat Book S.T.H., folio 134, one of the Land Records of Frederick County, at and for the sums hereinafter set forth, to the Commercial Bank of Maryland, a body corporate, it being then and there the highest and best bidder therefor, and which said purchaser has executed an Acknowledgement of Purchase which is filed herewith and which is prayed may be taken and considered a part hereof, marked "Exhibit F".