

said default shall continue for Ninety days, or in default of any agreement, covenant or condition in said mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the mortgagee and it shall be lawful for the said mortgagee or its assigns, or John I. Rowe and Joseph D. Mish, or either of them, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws or any other General or Local Laws relating to Mortgages) and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives or assigns, and which sale shall be made in the manner following, viz., upon giving twenty days' notice of the time, place, manner and terms of sale, in a newspaper printed in Frederick County, and such other notice as by the said mortgagee or its assigns may be deemed expedient; and in the event of a sale of said property under the assent to decree or powers hereby granted, the proceeds arising from such sale, to apply first, to the payment of all expenses incident to such sale, including a fee of Twenty five (25) Dollars, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said mortgagee under this mortgage, whether the same shall have matured or not, and the surplus (if there be any) shall be paid to the said mortgagors, or to whomever may be entitled to the same, 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 a part of this Petition and Report.

That default having been made in the payment of said indebtedness at the times limited for the payment thereof and also in the payment of the interest thereon as therein provided and said default having continued for more than ninety days, the said Joseph D. Mish, Attorney named therein for the purpose of foreclosure and collection, having filed his duly approved bond as required by law, advertised the said property for sale at public auction, and after giving at least twenty days notice of the time, place, manner and terms of sale by advertisements inserted in the "News" and "Post", two daily newspapers published in Frederick, Frederick County, Maryland, twenty days prior to the day of sale, as will appear by reference to "Printer's Certificate" filed herewith, and pursuant to said notice did attend in front of the Court House in the City of Frederick, Frederick County, Maryland, on Saturday, July 18, 1936, at the hour of 11 o'clock A. M., and after having the sale of said property called for a reasonable time, your petitioner sold the same to Home Owner's Loan Corporation at and for the sum of Eighty Five Hundred Dollars (\$8500.00), being at the sum, the highest and best bidder therefor.

All of which is respectfully submitted.

Joseph D. Mish
Attorney named in Mortgage for the purpose
of Foreclosure and collection.

STATE OF MARYLAND, FREDERICK COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 18th day of July, A. D. 1936, before me, the subscriber, the Clerk of the Circuit Court, for Frederick County, personally appeared Joseph D. Mish, Attorney, as aforesaid, and he made oath in due form of law that the matters and facts set forth in the foregoing Petition and Report of Sale are true as therein set forth and that the sale therein reported was fairly made.