

That the said Clarence W. Rudy and Annie L. Rudy, his wife, covenanted with the said Home Owners' Loan Corporation, among other things, to pay the mortgage debt and all interest thereon accrued, when and if the same was due and payable as therein provided, and they further covenanted and agreed to pay all taxes and assessments, levies, public dues and charges of every kind, levied or assessed on the mortgaged property when legally demandable, and further covenanted to keep all buildings erected and to be erected upon said property insured against loss or damage by fire or other contingency in an amount approved by the mortgagee.

That in said mortgage it was, among other things, provided that in case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for payment of the same, and said default should continue for ninety days, or in default of any agreement, covenant or condition in said mortgage, then the entire mortgage debt should be deemed due and demandable at the option of the mortgagee and it should be lawful for the 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 mortgaged property or so much thereof as might be necessary to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Article 66, Sections 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 should 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 might be deemed expedient; and in the event of a sale of said property under the assent to decree or powers thereby 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 dollars (\$25.00) 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 mortgagee under this mortgage, whether the same shall have matured or not, and the surplus (if any) should be paid to the said mortgagors, or to whomever might be entitled to the same, all of which will fully appear by reference to said mortgage filed herewith and marked 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 David C. Winebrenner, 3d., Assignee of the said Home Owners' Loan Corporation 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 Frederick News, a daily newspaper 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, October 24, 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