

Beall and Doris Beall, his wife, respectfully shows unto your Honors:

That on the 2nd day of October, A. D. 1926, Fred R. Beall and Doris Beall, his wife, being indebted unto the Central Trust Company of Maryland by their promissory note in the sum of THREE THOUSAND (\$3000.00) DOLLARS, payable six months after date, and for the better securing the payment thereof at maturity, executed their mortgage deed to the said Company, which said mortgage bore even date with said note and was duly recorded in Liber No. 359, folio 58 &c., one of the Land Records for Frederick County.

That by said mortgage said mortgagors conveyed unto the said mortgagee all the following described pieces or parcels of land, situate, lying and being in Frederick County, Maryland, being all that piece or parcel of land situate, lying and being in Frederick County, Maryland, on the road leading from New Market to Linganore, containing 185 acres, 1 rood and 35 square perches of land, more or less, and being all the same real estate which was conveyed unto the said Fred R. Beall and Doris Beall, his wife, by Calvin E. Schildknecht and Edith J. Schildknecht, his wife, by deed of October 2nd, 1926, and recorded in Liber 360, folio 74, one of the Land Records of Frederick County; and being all the same real estate which was conveyed unto Calvin E. Schildknecht by Leslie N. Coblentz, Assignee, by deed dated October 1st, 1926, and recorded in Liber 360, folio 73, one of the Land Records aforesaid.

That in said mortgage it was among other things, provided that shall be made in the payment of said principal or interest, in whole or in part, when due, or upon any default being made in the performance of any covenant or condition of this mortgage, then the whole mortgage debt thereby secured shall be deemed due and payable and it shall be lawful for any assignee thereof to sell said property and premises thereby mortgaged, at the Court House door in Frederick Maryland by public auction for cash, after having first given at least three weeks, previous notice of such sale by advertisement inserted at least once a week in some newspaper published in Frederick County, stating the time, place, manner and terms of sale; and to apply the proceeds of such sale to the payment, in the first place of all expenses of such sale including the usual Chancery commission and a reasonable counsel fee, and then to the payment of the mortgage debt in full with all interest thereon up to the time of payment, and the surplus, if any, to pay to said mortgagors, 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 on the 11th day of December 1930, the said Central Trust Company of Maryland assigned the said mortgage to the Union Trust Company of Maryland, which Assignee assigned said mortgage to your petitioner on the 17th day of December 1934, for the purpose of foreclosure, all of which will appear by reference to said "Exhibit Mortgage."

The mortgage note having therein a power to confess judgment thereon a suit^{was} entered in the Circuit Court for Frederick County, Maryland, and judgment obtained for indebtedness due, to it: The sum of Twenty two Hundred and Seventy Dollars (\$2270.00) with interest thereon from April 2nd 1932, all of which will appear by reference to a certified copy of No. 186 Trials, September Term, 1934, herewith filed and marked "Exhibit Judgment".

That default having been made in the payment of said indebtedness at the time limited for the payment thereof and also in the payment of interest thereon subsequent to said assignment, the said George R. Dennis, Jr., Assignee, having filed his duly approved bond as required by law, advertised the said property for sale at public auction, and after giving three weeks' notice of the time, place manner and terms of sale by advertisements