

in Petersville District, Frederick County, Maryland, one mile west of Knoxville on the Mountain Road and more particularly described as follows:

Beginning at the 7th or S.  $1\frac{1}{2}$  degrees W. 17.6 perches line described in a deed next hereinafter mentioned, said point being a post near a Spring Branch; and running thence by and with a portion of the 8th line of said deed N. 69 degrees W. 9.45 perches; thence N.  $30\frac{1}{4}$  degrees E. 14.75 perches; thence N.  $52\frac{1}{2}$  degrees E. 2.42 perches to the end of the 6th or N.  $87\frac{1}{2}$  degrees W. 35 perches line of said deed, thence by and with the 7th line thereof S.  $1\frac{1}{2}$  degrees W. 17.6 perches to the beginning containing 0.54 of an acre more or less, being a part of all the real estate conveyed by John P. Wiseman and wife to Dennie R. Cooper and Cora M. M. Cooper, his wife by deed dated April 27, 1917 recorded in Liber 322 folio 30, one of the land records of Frederick County, Maryland, and being the same real estate which conveyed by said Dennis R. Cooper and Cora M. M. Cooper, his wife to the said Lester I. Cooper and Della P. Cooper, his wife, by deed dated November 11, 1924 and duly recorded in Liber 350 folio 397, one of the Land Records of Frederick County, Maryland. The above described parcel of land together with the improvements thereon being the same property which was conveyed to the said The Bank of Brunswick by Lester I. Cooper and Della P. Cooper, his wife, by their deed of mortgage bearing date November 17, 1924 and recorded in Liber No. 349 folio 469 &c., one of the land records of Frederick County, Maryland in which said mortgage there was among other things a provision, that if default should be made in the payment of the said sum of Twelve Hundred Dollars or the interest thereon to accrue or in any part of either one of them at the time limited for the payment of the same or in any agreement, covenant or condition of said mortgage, then the entire mortgage debt shall become due and demandable and it shall be lawful for William O. Rau, Cashier of said Mortgagee, or Edgar H. McBride, it's Attorney, or any assignee of the said Bank of Brunswick at any time after such default to enter, possess and sell the said mortgaged premises at the Court House Door in Frederick City, Frederick County, Maryland at public auction for cash, after giving at least three weeks public notice of the time, place, manner and terms of sale in some Newspaper published in said County at least once a week for three successive weeks prior to the day of sale and to apply the proceeds of such sale as stipulated in the mortgage.

SECOND. That on the 6th day of April, 1937 the Bank of Brunswick assigned said mortgage to Patrick M. Schnauffer for foreclosure, all of which will more fully appear by reference to said mortgage filed herewith 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.

THIRD. The said Mortgagors since the execution of the promissory note and mortgage have failed to pay the interest when due or upon the principal except for several small payments and the amount has increased from \$1,200.00 to \$1,462.00 with interest from April 6th, 1937.

FOURTH. That default having been made in the payment of said indebtedness in the time limited for the payment thereof and also for the payment of the interest thereon when said interest became due and demandable, the said Patrick M. Schnauffer, Assignee having first filed his duly approved bond as required by law, advertised said property for sale at public auction and after giving more than three weeks notice of the time, place, manner, and terms of sale by said advertisement inserted in the Frederick Post a newspaper printed and published in Frederick County, which said notice was deemed by