

Lowenstein and Leo Weinberg, Executors, etc. and Charles Wertheimer a mortgage, which is duly recorded in Liber No. 327, folio 137, one of the Land Records of Frederick County, Maryland, a certified copy of which is herewith filed as part hereof marked Exhibit "No. 2," the undivided one-half interest of David Lowenstein, deceased, in said mortgage having been assigned to Leo Weinberg, Trustee in No. 12832 Equity, under the order of the Court passed in said cause on September 24, 1936; while the authority for Leo Weinberg, trustee, to join with Charles Wertheimer in assigning the mortgage to Leo Weinberg, attorney, for the purpose of foreclosure, is provided by the order of the Court in No. 12,832 Equity aforesaid, also of date September 24, 1936.

SECOND: That in said mortgage it is provided as follows:

"That if default be made in the payment of said promissory note at maturity, or any renewal thereof or in the payment of any instalment of interest when the same becomes due according to the tenor of said promissory note, or in the performance or fulfillment of any covenant or agreement contained herein, then and in either case it shall be lawful for the said Clara Lowenstein and Leo Weinberg, Executors of the Last Will and Testament of David Lowenstein, deceased, and Charles Wertheimer, their personal representatives and assigns, to sell the said property and premises hereby mortgaged in front of the Court House door in Frederick City, Maryland, by public auction, for cash, after having given at least three weeks notice of the time, place, manner and terms of the sale in some newspaper published in Frederick County, once a week, prior to the date of the sale, and to apply the proceeds of sale to the payment, in the first place of the expenses attending the sale, including the usual chancery commissions and a reasonable counsel fee for filing bond, report of sale and attending to the ratification thereof, and then to the payment of the promissory note aforesaid, or renewal thereof, with all interest due thereon, whether the same be due and payable according to the tenor of said promissory note or not, and the surplus, if any, to pay the same to the said Charles Edward Poole and Emma Gertrude Poole, his wife, or to whoever may be entitled to the same."

THIRD: That default having been made in the payment of the principal and interest due under said mortgage, the same was duly assigned for the purpose of foreclosure to your Petitioner Leo Weinberg, who, after first giving an approved bond, as required by law, and duly recorded in the office of the Clerk of the Circuit Court for Frederick County, Maryland, proceeded to sell at public sale in front of the Court House door on Friday, March 5, 1937, at 11 o'clock A. M., after said sale had been duly advertised in the daily News, a newspaper published in Frederick City, Maryland, as appears by the printer's certificate herewith filed as part hereof marked Exhibit "No. 3."

FOURTH: That your Petitioner attended, in front of the Court House door in Frederick City, Maryland, on Friday, March 5, 1937, at the hour of 11 o'clock A. M., the time and place mentioned in said advertisement of sale, and then and there sold said property at public auction unto Leo Weinberg, Trustee, and Charles Wertheimer at and for the sum of Twenty-seven Hundred Dollars (\$2700.), this being the best price obtainable, and the said purchasers being the highest bidders.

FIFTH: That your Petitioner caused the said Leo Weinberg, Trustee, and Charles Wertheimer, to execute an acknowledgment of purchase, which is herewith filed as part hereof marked Exhibit "No. 4."

SIXTH: All of which is submitted to your Honorable Court to the end that the said sale may be duly ratified and confirmed.

Your Petitioner reports the gross amount of sales as Twenty-seven Hundred Dollars (\$2700).

And as in duty bound, etc.

Leo Weinberg Assignee
Petitioner