

from loss by fire.

That in said mortgage it was, among other things, provided that in case of any default being made in the payment of the said promissory note at maturity, or any renewal thereof, when due, or of any interest thereon when due, or if default should be made in the performance of any of the covenants in the mortgage, then it should be lawful for Hammond Clary, Cashier of said bank, or any assignee of this mortgage, to enter and possess and sell the said mortgaged premises at the Court House door, 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 to the payment of all expenses attending said sale, including Court costs, the usual chancery commissions, all counsel fees of the mortgagee or assignee or party making the sale and then to the payment of the said promissory note, with any interest due thereon, or any renewal thereof with the interest due thereon, so that all moneys owing under this mortgage should be paid, and to pay the amount of the taxes and insurance premiums paid by the mortgagee or assignee with interest thereon from the time paid, and to pay the surplus to the said mortgagors, and in case payment should be made after advertisement under said power, then accrued expenses, counsel fees and only half commissions should be paid by the said mortgagors, 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 the said Commercial State Bank of Frederick, Maryland, on May 7, 1927, for value received assigned the mortgage herein described to Marcie E. Hankey without recourse, which assignment was duly recorded on December 7, 1933, as will appear by reference to the Land Records of Frederick County, Maryland, immediately under the recordation of the mortgage itself. That said Marcie E. Hankey, on December 7, 1933, for value received assigned the said mortgage to Home Owners' Loan Corporation without recourse and said assignment was recorded on December 7, 1933, in the Land Records of Frederick County, Maryland, immediately under the recordation of the assignment to the said Marcie E. Hankey, as above described. That said Home Owners' Loan Corporation, on June 1, 1937, for value received assigned the said mortgage unto David C. Winebrenner 3d, Esquire, for the purpose of collection and foreclosure, which assignment was recorded on June 4, 1937 in the Land Records of Frederick County, Maryland, immediately under the recordation of the assignment to the said Home Owners' Loan Corporation.

That on December 7, 1933 Home Owners' Loan Corporation, Assignee of the said Marcie E. Hankey, by David Stiefel, its attorney in fact, and Carrie Hagan Dudrow and Philip F. Dudrow, her husband, mortgagors hereunder, executed an agreement for extension of mortgage whereby the said Home Owners' Loan Corporation covenanted and agreed with the said mortgagors to extend the time for payment of said mortgage indebtedness and interest, together with other charges due on the property described in said mortgage, with interest at the rate of five per centum per annum, so that said principal and interest should be payable at the rate of twenty-three dollars and fifty-five cents (\$23.55) monthly from the date of the agreement of extension, with the privilege to the mortgagors to pay the sum of twelve dollars and forty cents (\$12.40) monthly only from the date of the extension until June, 1936, representing the interest only on said mortgage, and after June, 1936, monthly payments at the rate of twenty-seven dollars and fifty-four cents (\$27.54) per month, all of which will fully appear by reference to said agreement for extension of mortgage filed herewith and marked Exhibit Agreement For Extension of Mortgage, and which it is prayed may be taken and considered as a part of this Petition and Report.