

That said mortgage contains a covenant that said mortgagors shall pay said promissory note at maturity, together with all interest thereon, and that until default be made in the payment of said note, or interest, the mortgagors shall possess the mortgaged premises as of their then present estate therein.

That said mortgage provides that if default shall be made in the payment of said promissory note or the interest thereon, or default be made in the payment of insurance premiums or taxes, or any of the covenants contained in the mortgage, then it shall be lawful for your Petitioner to sell, at public auction, for cash, the mortgaged premises, in front of the Court House door, in Frederick City, in Frederick County, Maryland, and after having published once a week for three weeks prior to the day of sale in one or more newspapers in Frederick County, Maryland, an advertisement giving notice of the time, place, manner and terms of said sale, all of which will more fully and at large appear by reference to said "Exhibit A".

That default was made in the payment of said promissory note secured by said mortgage, and there is now due and owing unto your Petitioner as the holder of said promissory note the sum of \$6000.00, with interest due thereon from the date December 10th, in the year 1936, all of which will more fully and at large appear by reference to said promissory note filed herewith as a part hereof and marked "Exhibit B".

That default having been made in the payment of said promissory note, and the interest due thereon, your Petitioner having first filed his duly approved Bond with the Clerk of your Honorable Court, in the penalty of Fifteen Thousand Dollars, and having given three successive weeks public notice of public sale by advertisement in the Daily News, and The Morning Post, newspapers published in Frederick City, in Frederick County, Maryland, setting forth the time, place, manner and terms of sale, before the date March 14th, in the year 1938, as will appear by reference to the Printer's Certificate filed herewith as a part hereof marked "Exhibit C", your Petitioner did attend in person at the Court House door, in Frederick City, in Frederick County, Maryland, on Tuesday, March 14, 1938, at the hour of 11 o'clock A. M., and then and there offered said mortgaged real estate as described in said "Exhibit C", at public sale, and sold the same unto Gilmore R. Flautt, resident of Frederick City, Frederick County, Maryland, at and for the sum of Sixty-Eight Hundred Dollars, he being then and there the highest and best bidder therefor, who has signed a written memorandum of sale, in which he promises to comply with the terms of sale, as will appear by reference thereto as filed herewith as a part hereof and marked "Exhibit D".

That your Petitioner reports his amount of sale to be the sum of \$6800.00.

WHEREFORE, your Petitioner prays that your Honors will ratify and confirm the sale made and as above reported unto your Honors.

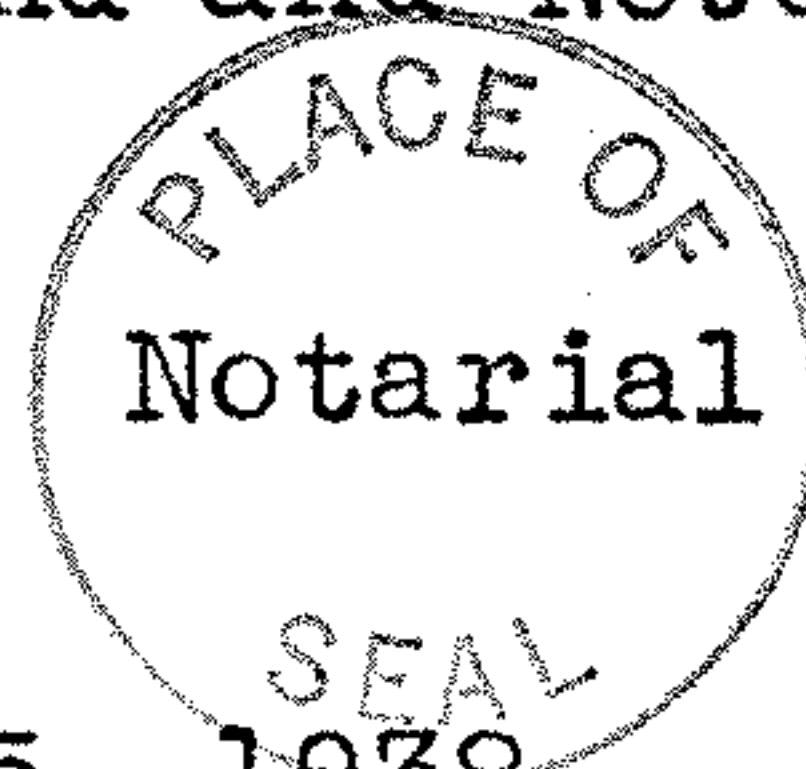
And as in duty bound, etc.

Gilmore R. Flautt
Mortgagee.

Jacob Rohrback
Solicitor for Mortgagee.

STATE OF MARYLAND, FREDERICK COUNTY, SCT;-

I HEREBY CERTIFY that on this 15th day of March, in the year nineteen hundred and thirty-eight, before me the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Gilmore R. Flautt, Mortgagee, the above named Petitioner, who made oath in due form of law that the matters and facts stated in the above Petition and Report of Sale are true as therein set forth to the best of his knowledge, information and belief, and that the sale therein reported was fairly made. Witness my hand and Notarial seal on this 15th day of March, in the year 1938.



Leona G. Mercer
Notary Public

Filed March 15, 1938.