

FIRST: That on June 11, 1934, Elizabeth S. Bishop obtained from Charles M. Myers the sum of Eleven Hundred Dollars (\$1100) to purchase the property, described in the mortgage hereinafter mentioned, for which said loan the said Elizabeth S. Bishop gave her promissory note to the said Charles M. Myers, payable to his order, for the said sum of Eleven Hundred Dollars (\$1100), payable six months after date with interest from date at the rate of 6% per annum, which said note is herewith filed as part hereof marked Exhibit No. 1.

SECOND: That, to secure the payment of the said promissory note and the interest thereon, the said Elizabeth S. Bishop on the same date, June 11, 1934, executed, acknowledged and delivered unto the said Charles M. Myers a mortgage, which bears date, June 11, 1934, and is recorded in Liber No. 394, folio 193, one of the Land Records of Frederick County, Maryland, a certified copy of said mortgage being herewith filed as part hereof marked Exhibit No. 2.

THIRD: THAT it is provided in said mortgage "if default shall be made in the payment of the 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 hereby secured shall thereupon be deemed due and payable, and it shall be lawful for the said Charles M. Myers, his personal representatives or assigns, to sell the said property and premises hereby mortgage either on the premises or at the Court House door in Frederick, Maryland, by public auction for cash, after giving at least three weeks' previous notice of said sale by advertisement inserted at least once a week in some newspaper published in Frederick County," etc.

FOURTH: That default having been made in the payment of the principal and interest on said mortgage, as well as in the payment of the taxes due upon said property, all of which the said mortgagee obligated herself to pay, the said Charles M. Myers assigned said mortgage for the purpose of foreclosure unto your Petitioner, Leo Weinberg, which said assignment was duly recorded March 8, 1938, among the Land Records of Frederick County, Maryland, as therein appears.

FIFTH: That thereupon your Petitioner, after having duly qualified, by giving his bond, with approved security, as required by law, advertised the property described in the mortgage to be sold at public auction to be held in front of the Court House door in Frederick, Maryland, on Monday, April 4, 1938, at 11 o'clock A. M., all of which will more fully appear by the printer's certificate herewith filed as part hereof marked Exhibit No. 3.

SIXTH: That your Petitioner thereupon attended at the Court House door in Frederick City, Maryland, on Monday, April 4, 1938, 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 Gilmore R. Flautt at and for the sum of Nine Hundred and Fifty-five Dollars (\$955), he being the highest bidder therefor and this being the best price obtainable.

SEVENTH: That your Petitioner caused the said Gilmore R. Flautt to execute his acknowledgment of purchase, which is herewith filed as part hereof and marked Exhibit No. 4, and to make the deposit of Two Hundred Dollars (\$200) as therein specified.

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

Your Petitioner states the gross amount of sales as Nine Hundred and Fifty-five (\$955).

And as in duty bound, etc.

Leo Weinberg
Assignee.