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 any of the covenants in said mortgage, then it shall be lawful for the said Farmers and Mechanics National Bank of Frederick, or its assigns, at any time after such default, to sell the property hereby mortgaged at public auction, for cash, upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed and published in Frederick County, Maryland, as will more fully appear by reference to "Exhibit No. 1."

That default was made in the payment of said promissory note secured by said mortgage, and there is now due and owing unto your Petitioners, as Assignees, the sum of $1800.00, with interest thereon from November 29, 1938, all of which will more fully appear by reference to "Exhibit No. 2."

That default having been made in the payment of said promissory note, your Petitioners, the assignees of said mortgage, having first filed their duly approved bond with the Clerk of the Circuit Court for Frederick County, in the penalty of Two Thousand Dollars, and having given twenty days notice of public sale by advertisement in the Frederick NEWS and POST, newspapers printed and published in Frederick County, Maryland, setting forth the time, place, manner and terms of sale, prior to the 25th day of March, in the year 1929, as will appear by reference to the printer's certificate herewith filed, as a part hereof, as "Exhibit No. 3," your Petitioner did attend in person on the mortgaged premises, near Yellow Springs, in Frederick County, Maryland, on Saturday, March 25, 1939, at the hour of one o'clock p. m., and then and there offered said mortgaged real estate, as described in said mortgage and the advertisement of sale, at public sale, and sold the same unto Gilmore R. Flautt, of Frederick County, Maryland, at and for the sum of $1850.00, he being then and there the highest and best bidder therefor, who has signed a written acknowledgment of sale, wherein he promised to comply with the terms of sale, as will appear by reference to said acknowledgment of purchase filed herewith as a part hereof and marked "Exhibit No. 4."

That your Petitioners report the total amount of sales to be the sum of $1850.00.

WHEREFORE your Petitioners pray that said sale as herein reported may be finally ratified and confirmed.

And as in duty bound, etc.

David F. Mayne

Fannie M. Mayne
Assignees of Mortgage

Holden S. Felton
Solicitor.

STATE OF MARYLAND,)
) to-wit:
FREDERICK COUNTY,)

I HEREBY CERTIFY, That on this 29th day of March, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared David F. Mayne and Fannie M. Mayne, his wife, Petitioners, the above-named Assignees of Mortgage, and made oath in due form of law that the matters and things contained in the aforegoing Petition are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

PLACE OF Notarial SEAL

Edith E. Wickham
Notary Public

Filed March 31, 1939.