

demandable, and it shall be lawful for the Mortgagee, its successors and assigns, or Louis Mitnick, its or their attorney, or agent, at any time after such default, to sell the property thereby mortgaged or so much thereof as might be necessary to satisfy said mortgage debt and interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his her or their heirs or assigns, and that said sale be made in the following manner, viz;- upon giving twenty (20) days' notice of the time, place, manner and terms of sale, in some newspaper printed or published in Frederick County and such other notice as by said Mortgagee, its successors or assigns, or said Attorney, may be deemed expedient, and that in the event of such sale under said power thereby granted the proceeds arising from such sale to apply, first to the payment of all expenses incident to such sale, including a fee of Two Hundred and Fifty Dollars, (\$250.00), and a commission to the party making sale of said property equal to commission allowed Trustees for making sale of property by virtue of a Decree of a Court having equity jurisdiction in the State of Maryland, second to the payment of all claims of the Mortgagee, its successors and assigns, under said Mortgage, whether the same shall have matured or not, and the surplus (if any there be) to be paid to the Mortgagors, their heirs, personal representatives or assigns, or to whomsoever may be entitled to the same. All of which will appear by reference to said Mortgage, filed herewith marked "Exhibit Mortgage", and which, together with other Exhibits herewith produced it is prayed may be taken and considered as part of this Petition and Report.

FIFTH: That by assignment, dated January 30th., 1939, and recorded among the Land Records of Frederick County in Liber No. 416, folio 89 &c. the said Maryland Title Securities Corporation assigned said Mortgage to said Hyman Glick, the Plaintiff in the above-entitled case, as will appear by reference to said assignment filed herewith marked "Exhibit Assignment", and prayed to be taken as part hereof.

SIXTH: That default having occurred in payment of the interest payable under said Mortgage, three (3) six (6) and seven and one-half (7½) months after its date and in the payment of 1938 County, State and City taxes on said property and in the interest payable on prior Mortgages of said property, and in the covenants and conditions of said Mortgage, the undersigned, Louis Mitnick, Attorney named in said Mortgage as aforesaid in said power of sale therein contained, having filed his duly approved bond as required by law, and after having given more than twenty (20) days' notice of the time, place, manner and terms of sale, by advertisement inserted in the Frederick Post, a daily newspaper printed and published in Frederick County in the State of Maryland, in the morning issues of February 2nd., 9th., 16th., 23rd., March 2nd and 8th., 1939, as will appear by reference to Printer's Certificate filed as an exhibit herewith, and an additional advertisement in the March 5th., 1939, issue of (Sunday) Baltimore Sun, also filed as an Exhibit herewith, did by virtue of the power and authority in him vested by said Mortgage, and pursuant to said notice, attend on the premises, (33 and 35 North Market Street, Frederick, Maryland), on Wednesday, March 8th., 1939, at 11:30 o'clock, A.M., and after having the sale of the property called for a reasonable time, sold at public auction, unto Herman Weener, he being then and there the highest and best bidder therefor, at and for the price or sum of Twelve Thousand Six Hundred Dollars, subject to the operation of two prior Mortgages held by the Farmers and Mechanics National Bank of Frederick, upon which there was owing at the time of sale respectively, \$25,000.00 and \$2,500.00 with interest on each thereof from January 15th, 1939, all that lot of ground, with the improvements thereon in fee-simple, being part of the said property mortgaged by said Mortgage, situate in the City of Frederick, in Frederick County, Maryland, being part of lot No. 36 on the plat of Fredericktown, beginning on the west side of Market Street about seventy-five feet south of Church Street, fronting south on the west side of Market Street 39 feet 3 inches, more or less, bounded on the north by the property of Benjamin Rosenour et al., and