

was not required because the purchaser is the owner of the mortgage debt and the next lien in priority of record both of which lien debts exceed the amount of said purchase price; and your said assignee further represents unto this Honorable Court that in his opinion the sale was fairly made and the purchase price is adequate.

All of which is respectfully submitted.

John E. Oxley  
Petitioner-Assignee.

State of Maryland, Frederick County, to wit:

I hereby certify that on this 17th day of June, A. D., 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared John E. Oxley, Petitioner-Assignee, and made oath in due form of law that the matters and things set forth in the foregoing Petition and Report of sale are true to the best of his knowledge, information and belief and that the sale was fairly made.

Witness my hand and Notarial Seal.



Harriet E. Shook  
Notary Public

Filed June 21, 1939.

"Petitioner's Assignee's  
Mortgage Exhibit.

THIS MORTGAGE made this 20th day of June in the year Nineteen Hundred and Thirty-one by Otis L. Gray and Ida E. Gray, his wife, residents of Frederick City, Frederick County, Maryland, -

WITNESSETH, That Whereas the said Otis L. Gray and Ida E. Gray, his wife, being members and stockholders of The Fidelity Building and Loan Association of Frederick County, a body corporate of the State of Maryland, have received from said Association an advancement or loan in the sum of One Thousand Dollars, being part of the purchase money for the hereinafter mortgaged property, on Ten shares of its stock in Series No. 17, held in their names, which sum is to be repaid to the said Association in weekly installments of Two and 50/100 Dollars on every regular weekly meeting night of the said Association, until every share of stock in the series in which said Ten shares of stock are issued, has been redeemed according to the provisions of the By-Laws of said Association:--And Whereas the said Otis L. Gray and Ida E. Gray, his wife, are to pay on every regular weekly meeting night of said Association in addition to said weekly payments, interest on said sum of One Thousand 00/100 dollars at the rate of four and sixty-eight one-hundredths per centum per annum, in weekly installments of nine cents for every one hundred dollars advanced or loaned, until the whole stock in said series of said Association shall have been redeemed as aforesaid: And Whereas the said Otis L. Gray and Ida E. Gray, his wife, desire to secure unto the said Association the payments of said sums of money in manner as aforesaid, this Mortgage is executed;

NOW THEREFORE in consideration of the premises, and the sum of one dollar, current money, paid unto Otis L. Gray and Ida E. Gray, his wife, the receipt of which is hereby acknowledged, we, the said Otis L. Gray and Ida E. Gray, his wife, do hereby grant and convey unto the said The Fidelity Building and Loan Association of Frederick County, Maryland, Incorporated, and its assigns in fee simple, all that lot or parcel of land, situated, lying and being on the South side of West All Saints Street, in Frederick City, Frederick County, State of Maryland, and designated as Lot No. 5 on the Plat of Lots ground made by Emory C. Crum, Civil Engineer, laid out and surveyed on September 26th, 1924, for Rev. Elisha M. Mitchell and William W. Roberts, said lot fronting twenty feet on said street, and running back in a southerly direction 152-26 feet to a twenty foot alley-way, together with the joint use of said alley