

date, said Deed of Trust being recorded in Liber 422, Folio 234, one of the Land Records of Frederick County, a certified copy of which said Deed of Trust is filed herewith and marked Exhibit "A" to this Petition and Report of Sale.

2. That in order to secure the payment of said promissory notes, The Fritchie Home Company, a body corporate as aforesaid, conveyed unto William J. Kelley and Charles McC. Mathias, as Trustees, all that lot or parcel of land situate, lying and being on the south side of West Patrick Street in Frederick City, Maryland, known as "154 and 156 West Patrick Street, Frederick, Maryland," and more particularly described as follows:

Beginning for the outlines of said lot or parcel of land at the intersection of the building line on the South side of West Patrick Street with a stone wall bounding Carroll Creek on the East, and including said wall, and running thence South 109 feet, 8 inches; thence East 8 feet, 5 inches; thence North with the Western line of the lot formerly owned by Jacob Nichol, to the building line on said West Patrick Street; thence with said building line, West 20 feet, 7 inches, to the place of beginning.

Being all and the same property more particularly described in a deed from John L. Beall and Caroline M. Beall, his wife, to The Fritchie Home Company, a body corporate, dated the 17th day of December, 1926, and recorded among the Land Records of Frederick County in Liber 372, Folio 488, as by reference thereto will more fully and at large appear.

TOGETHER with all and singular the buildings, improvements, rights, ways, easements, privileges and appurtenances thereunto belonging or in anywise appertaining, as well as all the furniture, fixtures, relics and other personal property belonging to the said The Fritchie Home Company and contained in the premises hereinbefore described, as follows:

3. That the said The Fritchie Home Company covenanted in said Deed of Trust to pay the notes aforementioned at maturity and the interest thereon as due or payable, as well as to pay all taxes, assessments, insurance premiums and other proper charges.

4. That the said Deed of Trust further provided "that upon default or failure being made in the payment of the notes aforesaid, or any of them, secured hereby, at maturity, or in the payment of interest thereon as it falls due and payable, or in the performance or fulfilment of any covenant or agreement contained therein, or upon default being made in the payment, after demand therefor, or any money advanced or of any proper costs, charges, commissions, or expense in and about the same, the said Trustees, their successors or assigns, or the survivor of them or any Trustee acting in the execution of this Trust, shall have the power, and it shall be their duty, to sell the aforementioned property in front of the Court House door in Frederick City, Frederick County, Maryland, at public auction, after having given at least three weeks' notice of the time, place, manner and terms of sale, etc."

5. That default has occurred in the payment of said notes and the interest thereon, said interest payments being in default since 1942.

6. That your Petitioners, as a result of said default, and upon the request of the holders of all of the notes outstanding, have exercised the Power of Sale mentioned in said Deed of Trust and advertised said real estate for sale in the Frederick News, a newspaper published in Frederick County, Maryland, once a week for four successive weeks prior to the day of sale, the Certificate of Publication being filed herewith and marked Exhibit "B" to this Petition and Report of Sale, said advertisement giving the time, place, manner and terms of sale, as provided in said Deed of Trust; and pursuant to said advertisement, your Petitioners attended the sale at the Court House door on Monday, November 13, 1944, at the hour of 11:00 A.M. and then and there offered said premises and personal property contained therein as more particularly set out in said advertisement, at public sale to the highest bidder, and then and there sold the same to Benjamin L. Shuff, Agent for Barbara Fritchie