

Reese St. C. Poffinberger and Maud E. Poffinberger, his wife, to The Citizens National Bank of Frederick, a body corporate, respectfully shows unto your Honors:

First: That on the thirtieth day of March, in the year 1920, Reese St. C. Poffinberger and Maud E. Poffinberger, his wife, being then indebted unto The Citizens National Bank of Frederick, a body corporate, in the sum of Thirteen Thousand Five Hundred Dollars (\$13,500.00) as evidenced by their joint and several promissory note of said date for said sum of money, payable to the order of The Citizens National Bank of Frederick, a body corporate, six months after date, and for the better securing the payment of said promissory note at maturity, and of any other note or notes that might from time to time be given in renewal of the same or any part thereof, executed their deed of mortgage of said date; whereby they conveyed unto the said The Citizens National Bank of Frederick all that farm, pieces or parcels of land situate, lying and being in Frederick County, State of Maryland, being part of a tract of land called "The Resurvey on Hawkin's Merry Peep O'Day", part of Fielderea" and part of "Fielderea" Manor", containing in the aggregate two hundred seventy-three acres of land more or less, being the same real estate which was conveyed unto the said Reese St. C. Poffinberger and Maud E. Poffinberger, his wife, by Charles J. House, et. al., by deed bearing date on the thirtieth day of March, 1920, and recorded in Liber No. 331, Folio 92, one of the Land Records of Frederick County, in which said mortgage it was among other things provided that if default should be made in the payment of the said promissory note at maturity or if renewed default should be made in the payment of any note or notes given in renewal thereof when the same shall mature, and become payable, or if default should be made in the performance of any covenant or condition of the said mortgage, then the whole mortgage debt should be deemed due and demandable and it should be lawful for any assignee of the said mortgage to sell the said property and premises thereby mortgaged, at the Court House Door in Frederick City, Maryland, at public auction for cash, after having first given at least three weeks previous notice of such sale by advertisements inserted at least once a week in some newspaper published in Frederick County, stating the time, place, manner and terms of sale, and to apply the proceeds of such sale as in said mortgage stipulated, all of which will fully appear by reference to a certified copy of said mortgage filed herewith as Exhibit Mortgage and which, together with all other Exhibits herewith produced, it is prayed may be taken and considered as part of this petition and report.

Second: That default having been made in the payment of said indebtedness at the time limited for the payment thereof, and also in the payment of the interest thereon when said interest became due and payable, the said The Citizens National Bank of Frederick, a body corporate, assigned and transferred said mortgage to the said Parsons Newman for the purpose of foreclosure by indorsement to that effect at the foot of said mortgage, which will also fully appear by reference to the certified copy herewith filed as Exhibit Mortgage.

Third: That subsequently to said assignment the said Parsons Newman, Assignee, having first filed his duly approved bond as required by law, advertised said property for sale at public auction and after giving notice of the time, place, manner and terms of sale by advertisements inserted in the Frederick Post, a newspaper published in Frederick County, Maryland, once a week for more than three successive weeks prior to the day of sale, did, pursuant to said notice, attend at the Court House Door in Frederick City, Maryland, on Tuesday, the twenty-second day of November, 1932, at the hour of 11.30 o'clock A.M., and then and there proceeded to sell said real estate as follows: Your Assignee offered the mortgaged property as a whole and received therefor a bid of \$13,500.00, which was then and there the highest and best bid your Assignee received for the mortgaged premises and your Assignee did then and there sell the above described real estate to The Citizens National Bank of Frederick, a body corporate, at and for the sum of \$13,500.00 it being then and there the highest and best bid-