

herewith as Exhibit "C", and which is prayed may be taken and considered a part hereof, a provision that if default be made by the said Mortgagors, their heirs, personal representatives or assigns, "in the payment of the whole debt hereby secured, or any part thereof, as the same shall become due and payable, or in the event of the breach of any of the terms and conditions of the note evidencing said debt or of the covenants hereby entered into or imposed upon said mortgagors . . . the entire debt secured by this mortgage shall, at the option of said Commissioner, his successors or assigns, become forthwith due and payable, and it shall be lawful for said Commissioner, his successors or assigns, after the exercise of said option, to sell for cash the property hereby mortgaged at public auction after giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in the County wherein said land or a part thereof lies" prior to the day of sale, and default having been made by the said Mortgagors in complying with the terms and conditions of the note evidencing said debt and of the covenants imposed by this mortgage, and the said Commissioner, his successors or assigns, having duly exercised the option reserved in said mortgage declaring the whole debt due and payable, your Petitioner, as Assignee, became duly authorized to execute the power of sale contained in said mortgage by reason of said default.

4. That your Petitioner, having first advertised said real estate for more than 20 days in "The Frederick Post", a newspaper published in Frederick City, Frederick County, Maryland, setting forth the time, place, manner and terms of sale, as will appear by the Printer's Certificate filed herewith, marked Exhibit "D" and which is prayed may be taken and considered a part hereof, and also by additional advertisement in "The Community Reporter", a newspaper published at Mt. Airy, in Carroll County, Maryland, and after filing a duly approved bond in your Honorable Court, proceeded to sell the said real estate at public auction at the Court House door in Frederick, Frederick County, Maryland, on Wednesday, October 9, 1946, at 11:00 o'clock A. M., and your Petitioner, attending said sale, then and there sold said real estate unto Harry A. Brashears, he being then and there the highest and best bidder therefor, at and for the sum of Seven Thousand, Six Hundred Dollars (\$7,600.00), subject, however, to a prior mortgage from the said mortgagors to The Federal Land Bank of Baltimore, dated June 7, 1940, and recorded in Liber No. 424, folio 166, one of the Land Records of the County aforesaid, the terms of which said mortgage and the balance due thereon were duly announced and made known to the parties attending said sale and the said purchaser has fully complied with the terms of sale and signed the Acknowledgment of Purchase, filed herewith as Exhibit "E" and which is prayed may be taken and considered a part hereof.

WHEREFORE, your Petitioner reports the total amount of sale to be Seven Thousand, Six Hundred Dollars (\$7,600.00), and prays that your Honorable Court may ratify and confirm said sale as herein reported.

And as in duty bound, etc.

Amos A. Holter
Assignee-Petitioner

STATE OF MARYLAND, FREDERICK COUNTY, TO-WIT:

I hereby certify that on this 10th day of October, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Amos A. Holter, Assignee of Assignee of Mortgagee, and made oath in due form of law that the matters and facts stated in the foregoing petition and Report of Sale are true as therein set forth to the best of his knowledge, information and belief, and that the sale therein reported was fairly made.

Place of
Notarial
Seal

Dorothy E. Keyes
Notary Public

Filed October 10, 1946