3rd. That said mortgage contained a covenant that if the said mortgagors should default in the payment of the mortgage money or the interest thereon when the same shall become due, then it should be lawful for the said mortgagee, or assigns, to execute the power of sale therein contained.

4th. That default having occurred in the payment of said mortgage debt, as provided in said mortgage, whereupon your Petitioners as Executors and Mortgagees and aforesaid, were authorized and empowered to sell the property conveyed by said mortgage, and your Petitioners did, after docketing a suit and filing their bond as required by law, advertise the real estate conveyed in said mortgage by reference to three deeds conveying the same to the said mortgagors, and by survey made by Geo. Bucher John, Registered Land Surveyor, December 13, 1954, and a Plat showing a complete description of the land of record in Plat Book No. 3, folio 103, one of said Land Records of Frederick County, in the Frederick News and Post, two newspapers published in Frederick County, Maryland, for at least twenty (20) days prior to the day of sale on January 8th, 1955, as will appear by Printer's Certificate herewith filed as Exhibit "No. 1", and prayed to be taken as a part hereof; and pursuant to said notice of sale your Petitioner, Edward J. Smith, did attend at the Village of Woodville, in Woodville Distribt, in Frederick County, Maryland, on Saturday, January 8, 1955, at 11:00 o'clock A.M., and then and there sold the real estate as advertised as containing 118 and 1/4ths acres and 17 sq. rds. by survey as aforesaid, and described and mentioned in the advertisement of sale, unto Daniel D. Wilson at and for the sum of $2500.00, he being the highest and best bidder for said property, as will appear by the Acknowledgment of purchase herewith filed as Exhibit "No. 2," and prayed to be taken as a part hereof.

McSHERRY & McSHERRY
ATTORNEYS AT LAW
FREDERICK, MARYLAND