

SECOND: All that house and lot situate, lying and being in Libertytown, Frederick County, Maryland, which was conveyed unto the said Kate C. Smith by Charles A. Norwood by deed dated March 31st, 1921, and recorded in Liber No. 335, folio 291, one of the Land Records of Frederick County.

To which said deeds and the references therein contained reference is hereby made for a more particular description of said real estate.

2. That there is still due and owing unto your Petitioner on the aforesaid mortgage note the principal sum of Four Thousand, Eight Hundred Twenty-seven Dollars and Fifty-five Cents (\$4,827.55) together with interest thereon at the rate of five per cent per annum from June 16, 1943, all of which will more fully appear by reference to the said mortgage note filed herewith as aforesaid.

3. That there is contained in said mortgage, the original copy of which is filed herewith as Exhibit " B", and which is prayed may be taken and considered a part hereof, a provision that if default be made by the said mortgagors in the payment of said promissory note at maturity, or of any renewal thereof, or in the payment of any installment of interest when the same becomes due according to the tenor of said promissory note, or in the performance or fulfillment of any covenant or agreement contained in said mortgage, then it shall be lawful for the said mortgagee or his successor in trust, his personal representatives or assigns, to sell the said mortgaged premises in front of the Court House door in Frederick City, Frederick County, Maryland, at public auction for cash after having given at least three weeks' notice of the time, place, manner and terms of sale in some newspaper published in Frederick County for three weeks, once a week, prior to the date of sale, and default having been made in the payment of said mortgage debt, and the said mortgage having been duly assigned by mesne assignments unto your Petitioner, your Petitioner, as successor in trust in No. 10,539 Equity, became duly authorized to execute the power of sale in said mortgage by reason of the said default.