

that said Registered Mail notice was sent to the last known address of the said Herbert A. Johnson and Lorraine A. Johnson, his wife, at Adamstown, Maryland, Route #1, and that said notice was forwarded to the Frederick City Post Office, General Delivery, at which place the letter remained unclaimed, all of which will be seen from an examination of the letter and contents thereof filed with these proceedings. And your Petitioners have further filed in the above entitled cause an affidavit in compliance with the legal requirement that said 30 day notice be served upon the Vendees under a Land Installment Contract.

SECOND: That after the expiration of the 30 day notice, during which period the said Herbert A. Johnson and Lorraine A. Johnson, his wife, failed to comply with the terms of said Land Installment Contract, the said Clarence H. Dean and Florence E. Dean, his wife, advertised said property for public auction and filed their duly approved bond as required by law, and after giving notice of the time, place, manner and terms of sale by advertisement in the Frederick Post, a newspaper published in Frederick County, Maryland, once a week for 3 successive weeks, being more than twenty days before said sale, did pursuant to said notice attend at the Court House door in Frederick City, Frederick County, Maryland, on Saturday, December 9, 1961, at the hour of 10:00 o'clock A.M., and then and there proceeded to sell said real estate as follows:

That at said time the auctioneer read the advertisement and announced as follows:

"In the memorandum which I have just read to you, certain payments have been made on the obligations on which this property is sold subject to. As of this date, the principal balance on the mortgage to Loyola Federal Savings and Loan Association is \$7,119.45. The monthly payment on this loan is \$58 with \$49.14 being applied to principal and interest and the sum of \$8.86 for escrow for taxes and insurance. On the Deed of Trust dated December 12, 1959 on which Richard E. Zimmerman is Trustee, the principal balance is \$2,806.16 and interest to date is in the amount of \$14.03. On the Deed of Trust dated January 31, 1961 the principal balance is still \$1400 as set out in the ad with interest to date of the sum of \$17."

Your Petitioners offered the said property and received a bid of One Dollar (\$1.00) which was then and there the highest and best bid your Petitioners received for the said premises. And your Petitioners did then and there sell the above described real estate, together with the improvements thereon, to Clarence H. Dean and Florence E. Dean, his wife, at and for the sum of One Dollar (\$1.00), they being then and there the highest bidders