

3. That there is contained in said mortgage, the original copy of which has heretofore been filed in these proceedings as "Exhibit A", and which is prayed may be taken and considered a part hereof, a provision that if default be made by the said Pearl E. Kearns, Mortgagor, in the payment of the said promissory note aforesaid at maturity, (the said promissory note providing, as aforesaid, that "in the event of default in payment of any such installment, and if such default is not made good prior to the due date of the next such installment, the holder of this note may exercise the option of treating the remainder of the debt as due and collectible", which option the said Mortgagees have duly exercised), and the interest thereon, or any installment of principal or interest, or in the payment of any renewal in the whole or in part or the interest thereon when the same shall mature and become payable, or in the performance of any covenant therein contained, then it shall be lawful for the said Mortgagees or any assignee of said mortgage "to sell the said property and premises hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incident to said sale at the Court House door in Frederick, Maryland at public auction, for cash, after having given at least twenty days' previous notice (Rule W74 of Maryland Rules of Procedure currently provides "for the sale of real estate or chattels real - at least once in each week for three successive weeks, the first such publication not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale") of such sale inserted in some newspaper published in Frederick County, Maryland, of the time, place, manner and terms of sale", and default having been made in the payment of the said mortgage debt, and the interest thereon as aforesaid, and the said mortgage having been duly assigned unto your Petitioner for foreclosure, your Petitioner became duly authorized to execute the power of sale contained in said mortgage by reason of said defaults.