

-2-

west 109 perches line of said outline, thence by and with said outline, (5) south 78° 00' west 100.00 feet to a point, thence (6) north 12° 00' west 30 feet, more or less, to the place of beginning, containing 0.53 acres, more or less

BEING all and the same real estate which was conveyed unto the said Carroll Leslie Gross and Alta M. Gross, his wife, by Harry R. Shafer, Jr. and Richard Shafer, joint tenants, by deed bearing date on December 27, 1958, and recorded among the Land Records of Frederick County, in Liber No. 611, Folio 253.

Together with the buildings and improvements thereon and the rights, ways, roads, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining; in which said mortgage it was among other things provided that if default should be made in the payment of any one monthly installment of principal and interest or in the payment of the said promissory note at the time limited for the payment of the same, or in any agreement, covenant, or condition of the said mortgage, then the entire mortgage debt shall be deemed due and demandable and it should be lawful for the said mortgagee, its successors or assigns, or its duly authorized attorney, to sell the hereby mortgaged property under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or addition thereto, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, upon giving notice of the time, place, manner and terms of sale as provided in the aforementioned laws, and in the event of sale, to apply the proceeds as in said mortgage is stipulated, all of which will fully appear by reference to a certified copy of the said mortgage filed herewith as "Exhibit Mortgage", and which, together with all other exhibits herewith produced, is prayed may be taken and considered as a part of this petition and report.

SECOND: That default in the payment of one or more monthly installments of principal and interest as in the said mortgage provided occurred, (See exhibit marked "Statement of Mortgage Claim with Affidavit Filed") and that on the 27th day of May, 1965, Loyola Federal Savings and Loan Association, Assignee, of Frederick Federal Savings and Loan Association, assigned said mortgage to the said Richard E. Zimmerman for the purpose of foreclosure, as it will appear from said "Exhibit Mortgage".

THIRD: That the said Richard E. Zimmerman, Assignee, advertised the real estate conveyed by said mortgage and hereinabove mentioned at public auction, and filed his