DAVID E. BETTS and MILTON F. CLOGG, TRUSTEES UNDER DEED OF TRUST FROM HEATHER DEVELOPMENT CORPORATION, a body corporate	:	NO. 21, 317 EQUITY IN
	:	IN THE CIRCUIT COURT FOR
	:	FREDERICK COUNTY, IN EQUITY.
ON PETITION	:	

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PETITION AND REPORT OF SALE OF TRUSTEES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition and Report of David E. Betts and Milton F. Clogg, Trustees in the above entitled cause, respectfully shows unto Your Honorable Court:

FIRST: That your Trustees herein, David E. Betts and Milton F. Clogg, are the Trustees named in a certain second Deed of Trust dated May 3, 1965 executed by Charles W. Martin, President of Heather Development Corporation, a body corporate of the State of Maryland, to David E. Betts and Milton F. Clogg, and recorded May 27, 1965, in Liber 725, folio 444, one of the Land Records of Frederick County that said Deed of Trust was made for the purpose of securing the re-payment of the sum of Two Thousand, Six Hundred and Fifty Six Dollars and Ninety-nine ($2,656 99) Cents to James Henry Murdock, as evidenced by a certain promissory note dated May 3, 1965 and bearing interest at the rate of six (6%) per cent per annum, that by the terms of said second Deed of Trust, your Trustees were authorized and empowered and it was their duty, upon any default or failure being made in the payment of said note or any installment of principal or interest thereon, when and as the same became due and payable, to sell the land and premises secured by said second Deed of Trust at public auction, upon such terms and conditions and at such time and place and after such previous public advertisement as the Trustees should deem advantageous and proper, and the said Trustees are further authorized to convey the same in fee simple upon compliance with the terms of sale to the Purchaser at said sale, all of which more fully appears in the original Deed of Trust attached to the original Petition for Foreclosure Under Deed of Trust in this proceeding.

SECOND: That there having occured a default in said second Deed of Trust hereinbefore mentioned whereby the debt intended to be secured by said Deed of Trust was due and unpaid.

THIRD: That the said David E. Betts and Milton F. Clogg, Trustees, therefore

W JEROME OFFUTT
ATTORNEY AT LAW
FREDERICK, MD