No 5849 Equity

2. That said Francis O. Burch and wife Complaint to a Certain Charles W. Burch a portion of said Mortgaged premises subsequent to the Execution and Return of said Mortgage, being that part thereof described in the deed a Certified Copy, whereof is herewith filed as part hereof marked Exhibit No 2 subject to said Mortgage, which deed Contains a Covenant that said Charles W. Burch shall pay one-half of said Mortgage.

3. That said Francis O. Burch has paid the interest on half of the Mortgage debt up to the twentieth day of May A.D. 1891 but neither said Francis O. Burch nor said Charles W. Burch nor any one else has paid any interest whatever on the other half of said Mortgage debt, nor has any principal been paid on

Exhibit No 1

4. That said Mortgage was duly assigned to Your petitioner as fully appears by said Exhibit No. 1.

5. That default having been made as aforesaid in the payment of the interest due and payable on said Mortgage debt — Your petitioner after having given bond as required by law and after having given notice of the time, place manner and terms of sale by advertisement in the Republican Citizen a newspaper published in Frederick County for more than three successive weeks prior to the day of sale and also by hand bills and advertisements in "The weekly News" another newspaper published in Frederick County did in pursuance of such notice attend at the Court House door in Frederick City on Saturday the Eighteenth day of July A.D. 1891 at Eleven O'Clock A.M. and then and there proceeded to sell that part of the Mortgaged property described in said Exhibit No. 2. offering the same for sale at Public Auction to the highest bidder on the terms prescribed in said Mortgage and then and there sold the same to Joseph Burch at and for the sum of seven hundred and ninety seven dollars on said terms he being then and there the highest bidder therefore and took his written acknowledgment of purchase which is herewith filed as a part hereof Marked Exhibit No. 3.

6. That since said sale said Joseph Burch states he is unable to comply with the terms of sale and is willing that said sale be set aside and declared of no effect and that the property be resold as if the same had not been sold and purchased by him.

7. That Your petitioner is now able to sell said property to Benjamin C. Shelbut for seven hundred and ten Dollars Cash and all the parties in interest are willing and anxious that said sale be made. Your petitioner therefore prays that the sale made by him to Joseph Burch be set aside and that Your petitioner be authorized to sell the same at private sale to Benjamin C. Shelbut at and for the sum of seven hundred and ten dollars Cash and on payment of the purchase money to convey the same to said purchaser and for all further relief to which he may be entitled

And as in duty &c &c

Charles V. S. Levy

assigned Mortgage