

No. 10890 Equity.

Leslie N. Coblentz, Assignee of	"	No. 10890 <u>E Q U I T Y</u> .
Thomas Arnold, Mortgagee of	"	In the Circuit Court of
William T. Owens and Nannie F.	"	Frederick County, sitting as
G. Owens, his wife,	"	a Court of Equity,
On.	"	In Equity.
P E T I T I O N.	"	
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TO THE HONORABLE THE JUDGES OF SAID COURT:-

The Petition and Report of Sale of Leslie N. Coblentz, Assignee of Thomas Arnold, Mortgagee of William T. Owens and Nani F. G. Owens, his wife, respectfully shows unto your Honors:-

1. That the said William T. Owens and Nani F. G. Owens, his wife, being indebted unto Thomas Arnold, of Frederick County, Maryland, in the sum of (\$7,000.00) Seven Thousand Dollars executed their Promissory Note unto the said Thomas Arnold for the said sum of money on the 23rd day of May, A. D. 1921, payable six months after date, and for the purpose of better securing the payment of said Promissory Note they executed and delivered unto the said Thomas Arnold their deed of mortgage granting and conveying unto the said Thomas Arnold, as Mortgagee, all those two lots or parcels of land situate, lying and being near Lewistown in Frederick County, Maryland, the first tract containing 150 acres two rods and 16 and 67/100 square perches of land, more or less, and the second being a parcel of mountain land containing 15 3/4 acres of land, more or less, and being all the same property which was conveyed unto the said William T. Owen and Nani F. G. Owen, his wife, by Annie May Miller, et al, by deed dated the 12th day of September, A. D. 1917, and recorded in Liber No. 332, Folio 411, etc., one of the Land Records of Frederick County, which said Mortgage was subsequently duly assigned unto the said Leslie N. Coblentz by George V. Arnold, Administratrix of said Thomas Arnold, who is now deceased, pursuant to an order of the Orphans' Court for Frederick County, and which said mortgage is filed herewith as a part hereof and marked Exhibit "A", the said Mortgage being dated May 23rd, A. D. 1921, and recorded in Liber No. 334, Folio 406, etc., one of the Land Records of Frederick County.

2. That there is still due and owing to your petitioner at this time on said mortgage note the principal sum of Seven Thousand Dollars (\$7,000.00), together with interest from November 23, 1922, as will appear by reference to said Promissory Note filed herewith as a part hereof and marked Exhibit "B".

3. That there is in the said Mortgage, Exhibit "A", a provision that if default be made by the said Mortgagor in the payment of said Promissory Note at maturity, or in the payment of any installment of interest, it shall be lawful for your petitioner, as Assignee aforesaid, to sell the real estate conveyed by said mortgage in front of the Court House door in Frederick City, Frederick County, Maryland, at public auction for cash after giving at least three weeks notice of the time, place, manner and terms of sale in some newspaper published in Frederick County once a week prior to date of sale, and said default having been made on the payment of the principal and interest of the Promissory Note, your petitioner became duly authorized to execute this power of said mortgage by reason of said default.

4. That your petitioner having first advertised the said real estate for more than three successive weeks in the Frederick Post, a newspaper published in Frederick County, setting forth the time, place, manner, and terms of sale, as will appear by reference to the Printer's Certificate, filed herewith as a part hereof and marked Exhibit "C", and after filing a duly approved bond in your honorable Court offered the said real estate