

No. 11214 Equity.

Jacob Rohrback, Trustee named
in the Mortgage from Carl H.
Kintz to The Frederick-Town
Savings Institution, a body
Corporate, Mortgagee,

On.

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No. 11214 E Q U I T Y

In the Circuit Court for
Frederick County, Maryland,
Sitting as a Court of Equity.

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To the Honorable, the Judges of the Circuit Court for Frederick County, Maryland, sitting as a Court of Equity;-

The Petition and Report of Sale of Jacob Rohrback, Trustee named in the Mortgage from Carl H. Kintz to The Frederick-Town Savings Institution, a body corporate, Mortgagee, respectfully represents unto your Honors;-

1st; That a certain Carl H. Kintz being indebted unto The Frederick-Town Savings Institution, a body corporate of the State of Maryland, located at Frederick, Maryland, in the sum of Four Thousand Four Hundred (\$4400.00) Dollars, for money borrowed from it on the date October 1st, 1924, delivered his promissory note with Noah E. Cramer, James H. Cramer, Johanna C. Kintz and Jacob F. Kintz as sureties thereon and executed and delivered unto said, The Frederick-Town Savings Institution, his deed of mortgage, October 1st, 1924, to secure the re-payment of said sum of money and all interest due thereon, said mortgage granting and conveying unto said Mortgagee a lot of ground situated on the North side of West South Street, in Frederick City, Maryland, improved with a dwelling house and being the same real estate as described in the Deed from William E. Angevine, to Carl H. Kintz, dated October 1st, in the year 1924, and recorded in Liber No. 350, at folios 254, one of the Land Records of Frederick County, Maryland, a duly certified copy of which said Deed is filed herewith as a part hereof and marked "Exhibit C. H. K. No. 1."

2nd. That said Mortgage contains a provision that if default be made in payment of said promissory note, then it shall be lawful for Jacob Rohrback of Frederick, Maryland, as Trustee, to sell the property mortgaged at the Court House door, in Frederick City, Maryland, by public auction, for cash, after having given at least three weeks previous notice of such sale in some newspaper published in Frederick County, of the time, place, manner and terms of sale, all of which will more fully appear by reference to said "Exhibit C. H. K. No. 1".

3rd. That there has been default in the payment of said promissory note dated October 1st, 1924, for said sum of \$4400.00, except payment of \$1000.00 thereon, on January 19th, leaving balance of \$3400.00, with interest due on said balance, in amount \$3400.00, from the date August 1st, 1925, all of which will more fully and at large appear by reference to said promissory note filed herewith as a part hereof and marked "Exhibit C. H. K. No. 2".

4th. That said Mortgage having called on your Petitioner to exercise the power of sale named in the said Mortgage for its benefit, your Petitioner having first filed with the Clerk of your Honorable Court his duly approved Bond in the penalty of Ninety-Five Hundred Dollars, and having advertised the time, place, manner and terms of sale in "The Daily News", a newspaper published in Frederick County, Maryland, for more than three successive weeks prior to the day of sale as will appear by The Printer's Certificate herewith filed as a part hereof, and marked "Exhibit, The News", your Petitioner offered the real estate named in said Mortgage at public sale at the Court House door, in Frederick City, Maryland, on Tuesday, September 29th, 1925, at 11 o'clock A.M. and sold the same unto James H. Cramer, he being a resident of Frederick County, Maryland, at and for the sum of Three Thousand and Nine Hundred Dollars, he being then and there the highest and best bidder therefor, and upon the terms of sale set forth in said "Exhibit, The News", with which he has obligated himself to