

ALTON Y. BENNETT, Assignee of a : NO. 19127 EQUITY
Mortgage from Albert R. Smith : IN THE CIRCUIT COURT
and Margaret M. Smith, his wife, : FOR FREDERICK COUNTY
to Ruth B. Gillelan : IN EQUITY
ON :
PETITION :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition and Report of Sale of Alton Y. Bennett, Assignee of a Mortgage executed by Albert R. Smith and Margaret M. Smith, his wife, to Ruth B. Gillelan, respectfully shows unto your Honors:

FIRST: That on the 10th day of May, 1933, Albert R. Smith and Margaret M. Smith, his wife, being then indebted to Ruth B. Gillelan, in the sum of One Thousand Dollars, referred to in a Mortgage evidenced by their Promissory note of said date, payable to Ruth B. Gillelan, six months after date, with interest from January 1, 1933, at the rate of 6% per annum, executed their deed of Mortgage of said date to secure the payment of said note, which said Mortgage is recorded in Liber 387, Folio 580, one of the Land Records of Frederick County, Maryland, in which the said Albert R. Smith and Margaret M. Smith, his wife, conveyed unto Ruth B. Gillelan, all that tract or parcel of land, situate, lying and being in Emmitsburg District, Frederick County, Maryland, on the South side of the Waynesboro Road, about one-half mile west of Emmitsburg, being the same tract or parcel of land which was conveyed to Albert R. Smith and Margaret M. Smith, his wife, by deed from J. Meade Patterson and wife, dated the 21st day of March, 1932, and recorded in Liber 386, Folio 542, one of the Land Records of Frederick County, Maryland.

SECOND: And in the said Mortgage it was among other things provided that if default be made in the payment of the Promissory Note at maturity or any renewal thereof or in the payment of any installment or interest when it becomes due, accord-