

Amos A. Holter, Assignee of	:	No. 20,630 Equity
Ernest Lee Butt and Irene G.	:	In the Circuit Court
Butt, his wife, Mortgagees of	:	For Frederick County,
Pearl E. Kearns,	:	Maryland.
On	:	In Equity.
Petition.	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition and Report of Sale of Amos A. Holter, Assignee of Ernest Lee Butt and Irene G. Butt, his wife, Mortgagees of Pearl E. Kearns, respectfully shows unto your Honors:

1. That the said Pearl E. Kearns, being indebted unto Ernest Lee Butt and Irene G. Butt, his wife, in the sum of Seven Thousand Dollars (\$7,000.00), executed his promissory note dated February 7, 1962, with interest at six per cent (6%) per annum, the principal and interest being payable in monthly installments of Seventy-five Dollars (\$75.00) each, commencing on the 15th day of March, 1962, and on the 15th day of each and every month thereafter until the principal and interest are fully paid, which said note further provided:

"In the event of default in payment of any such installment, and if such default is not made good prior to the due date of the next such installment, the holder of this note may exercise the option of treating the remainder of the debt as due and collectible,"

as will more fully appear by reference to the original mortgage note filed herewith as "Exhibit No. 1", and which is prayed may be taken and considered a part hereof, and for the purpose of better securing the payment of said promissory note, the said Pearl E. Kearns executed and delivered unto the said Ernest Lee Butt and Irene G. Butt, his wife, his deed of mortgage, granting and conveying unto the said Mortgagees all of the following described real estate, to-wit:

All that piece or parcel of land situate along Ball Road, about one mile east of Route No. 355, in Urbana Election District, Frederick County, Maryland, being part of a tract of land called "Araby" and described as being part of Lot No. 8, it also being part of the