

That on the 23rd day of May in the year 1869, a certain Thomas Fagan and Catharine LeFagan his wife, executed to the said Frederick County Building Association, a Mortgage upon a certain house and parcel of ground situated in Frederick City, that it was provided in said Mortgage, that in case of default being made in the payments by said Fagan of the money to secure the repayment whereof said Mortgage was executed, or the interest thereon at the time or in the manner indicated in said Mortgage, for the space of three months, that then it should be lawful for the said John Ritchie, Solicitor of the Frederick County Building Association to sell the said mortgaged premises for One half Cash, and the balance in six months, with interest from the day of sale, upon giving three weeks public Notice of the time place manner and terms of sale, in some newspaper printed and published in the City of Frederick, at least once a week in each of three successive weeks prior to the day of sale and the proceeds of the sale thereof to be applied: First to the payment of all expenses including Court costs and Commissions attending said sale, arrears of ground rent, taxes and all other liens of any second, to pay all money due to the Association by said Thomas Fagan, and the interest thereon, and the balance if any, to be paid to the said Thomas Fagan his heirs or assigns, All of which will more fully appear by the Original of said Mortgage herewith filed and marked Exhibit "A" which is prayed, together with all other Exhibits herewith filed, to be taken and considered as parts of this Petition and Report of Sale ~

And your Petitioner further shows that said Thomas Fagan made default in the payment of his weekly dues and the interest accrued on said Mortgage debt, and was in default for the space of more than three months - And your Petitioner after giving bond with security duly approved, and after giving notice of the time, place, manner and terms of sale, for more than three successive weeks by Advertisement in the Republican Critique a newspaper printed and published in Frederick City, as will appear by printer's certificate herewith filed as Exhibit "B", and by handbills extensively circulated, did in accordance with said notice, offer the premises embraced in said Mortgage, at public sale at the City Hotel in Frederick City, on the 29th day of January A.D. 1870, at 10 O'clock A.M., and there sold the same to Samuel Maugh, Maugh for the sum of One thousand Nine Hundred and ten dollars, he being the highest and best bidder for the same, for One half Cash, and the balance in six months with interest, to be secured by the note of the purchaser with approved security, as provided in said Mortgage; And the said Samuel Maugh has obligated himself to comply with the terms of said sale and pay said purchase money, as by his memorandum of sale herewith filed as Exhibit "C", will appear. ~

And your Petitioner prays your Honor to testify and confirm said Sale, and refer the case to the Auditor to state an account thereon, and distribute the proceeds of sale to the parties entitled thereto. ~ And your Petitioner further shows and prays that the said Thomas Fagan, was indebted on the said day of sale, January 29th 1870, to said Building Association on said Mortgage loan in the sum of three hundred and Nine dollars and forty six cents, as will appear from a statement of the Secretary of said association, duly authenticated, and herewith filed as Exhibit "D". - All of which is respectfully submitted &c.

John Ritchie, Solicitor of
Frederick County Building Association

State of Maryland, Frederick County, to wit: ~

On this 9th day of February in the year 1870, before the subscriber a Justice of the Peace, of the said State in and for said County, personally appeared John Ritchie, and made Oath that the matters and things stated in the foregoing Petition and Report, are true to the best of his knowledge and belief, and that the sale therein reported, was fairly made. ~

Filed Feb 9th 1870 ~

A. R. Johnson