

Printer's Mark

"Examiner Office" Frederick Md June 24th 1872

This is to certify that the Annexed Order Pasa in No 3771 Equity was published in "The Examiner", a Newspaper published in Frederick County, once a week for two successive weeks, prior to the 15th day of June 1872 -

Filed June 24th 1872. -

Keefer Smith & Co.

John Routzahn and
Joseph Routzahn Mortgages
of Ben^r Routzahn and wife

Or
Petition

No 3783 Equity
In the Circuit Court for Frederick County, as
a Court of Equity. -

Be it remembered that heretofore to wit: on the 22nd day of April in the year of Our Lord One thousand Eight Hundred and Seventy two the said Joseph Routzahn & John Routzahn Mortgages into Court here sitting as a Court of Equity, and filed by their Attorney at Law, George E. the following Petition with the Exhibits therein mentioned. -

Petition

To the Honorable the Judges of the Circuit Court for Frederick County as a Court of Equity. -

The Petition and Report of John Routzahn and Joseph Routzahn of Frederick County respectfully represents; That on the Fourteenth day of May in the year Eighteen Hundred and Sixty Nine a certain Benjamin Routzahn and Elizabeth Routzahn his wife for the purpose of securing your Petitioners from loss by reason of their indorsing certain promissory notes for said Benjamin Routzahn, one for the sum of Thirty-five hundred dollars with interest to be paid semiannually, dated on the Thirty-first day of March in the year Eighteen Hundred and Sixty Nine payable to Lydia Metzger or order in one year from date, the other, for the sum of Twenty-five hundred dollars, dated on the twenty-fifth day of June in the year Eighteen Hundred and Sixty Seven, payable to R. A. Cunningham as Secretary of the "Frederick Town Savings Institution" or order, six months after date, did by their Deed of Mortgage convey unto your Petitioners certain real Estate situated in Frederick County, described fully in said Deed of Mortgage; That said deed of Mortgage contained a condition that if said Benjamin Routzahn should well and truly pay the aforesaid notes and all other notes that might be given in lieu of, or in substitution for said notes, and thereby save and keep harmless the said John Routzahn and Joseph Routzahn from the payment of said notes, and all costs, damages and charges as sureties thereon; then said Deed of Mortgage should be null and void. - That said deed of Mortgage also contained a proviso that if default should be made in the payment of the money aforesaid or of the interest thereon, at the time or in the manner aforesaid, that then it should be lawful for the said John Routzahn and Joseph Routzahn or the survivor of them to sell said Mortgaged premises at the "Dill House" in Frederick City by public Auction for Cash after giving at least three weeks public notice of the time, place, manner and terms of sale by advertisement inserted in one or more Newspapers published in Frederick.