

In the Matter of the Report of Sales
of James W. Tyeon Mortgage
of
Rezin Davis and wife, George
W. Davis and wife

No. 383rd Equity ~

In the Circuit Court for Frederick County, sitting as a
Court of Equity ~

Be it remembered that heretofore to wit, on the 17th day of October in the
year of Our Lord One thousand Eight hundred and Seventy-two, Came the said James W. Tyeon Mortgage,
into Court here sitting as a Court of Equity, and filed here by his Executors Hony and
C. W. Ross Esq^r the following Petition and Report of Sales together with the Exhibits thereon mentioned.

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

The Petition and Report of Sales of James W. Tyeon Mortgage of Rezin Davis and wife and
George W. Davis and wife, respectfully shows to your Honors. — That the said Rezin Davis and
George W. Davis — being indebted to a certain Adam Boyer by their two single Bills, dated on the
Eleventh day of April 1868, and each for the sum of Four hundred and Seventy five dollars, and
payable respectively on or before the first day of April in the year 1869 and 1870, with interest from
date — and for the purpose of securing the payment of the said Single Bills. — The said Rezin Davis
and Ann Davis his wife, George W. Davis and Rachael A. Davis his wife did by their deed of Mortgage
dated on the Eleventh day of April 1868, convey to the said Adam Boyer, all those parts of tracts and
parcels of land conveyed by said Adam Boyer and Rachael B. Boyer his wife to the said Rezin
Davis and George W. Davis by their deed of conveyance bearing equal date with said Deed of Mortgage
and containing about One hundred and fifteen acres of Land more or less.

And to which said Deed of Mortgage there is a Condition annexed, that if the said Rezin Davis and
George W. Davis shall pay on or before the first day of April 1869, to the said Adam Boyer or his order
the sum of Four hundred and Seventy five dollars, with interest thereon from the date hereof
according to the tenor of their promissory Notes of even date herewith, And also one other prom
issory Note given by said Rezin Davis and George W. Davis, dated with equal date herewith
for the further sum of Four hundred and Seventy five dollars with interest from date, the interest
to be paid annually, said Note payable to Adam Boyer or his Order, on or before the first day of April
1870 — According to the tenor of the said promissory Note, if the aforesaid recited notes are promptly
by and punctually paid when due, then this Mortgage shall be void, else to remain in full force
and virtue. — And the said Mortgagors further covenant and agree with the said Adam
Boyer his personal representatives and assigns, that in default of payment of said
notes or either of them, the said Adam Boyer may enter and take possession, and
until default of payment, the said Mortgagors shall possess the premises. ~
And provided further that if default shall be made on the payment of the money
aforesaid then it shall be lawful for the said Adam Boyer to sell the said
engaged premises at Public Sale by Public Auction for Cash, after giving at least
Twenty days Public Notice of the time, place, and terms of sale, in some newspaper
published in Frederick Town in the County aforesaid prior to the day of Sale — All of
which will fully appear by reference to the said Single Bills and a Certified Copy
of said Mortgage herewith filed Marked Exhibits Nos 1, 2, & 3 — And for a description
of the premises a Certified Copy of said deed from Adam Boyer and wife to said Rezin
Davis and George W. Davis, herewith Exhibited Marked Exhibited Marked Exhibit
No 4 — which your Petitioner swears, together with all other Exhibits hereafter
produced may be taken and considered as part of this his Petition and Report of Sales.

Your Petitioner further states that the said notes are described in said Mortgage
as promissory notes, when in truth and in fact the same are Single Bills, and are identic
ally the same Single Bills for which said Mortgage was given to secure — And your

Order?