

Office of the Examiner, Frederick, Md. September 27th 1873 -

This is to certify that the annexed Order of Publication was published in the "Examiner" a paper published in Frederick County, once a week for two successive weeks, prior to the 2nd day of September 1873.

Filed Sept 27th 1873

Keefe, Smith & Co

Report of Sales

Report of Sales of
Henry Foreutz Mortgage
of
Martin Holly & Cornelia
Holly his wife ~

No 3833 Equity
In the Circuit Court for Frederick County sitting
as a Court of Equity

It is remembered that heretofore to wit, On the Fourth day of February in the year of our Lord, One thousand Eight hundred and Seventy Three, came the said Henry Foreutz into Court here sitting as a Court of Equity, and filed here by his solicitors W J & C W Ross Esq, the following Report of Sales with the Exhibits therein mentioned. ~

To the Honorable the Judges of the Sixth Judicial Circuit of the State of Maryland, sitting in the Circuit Court for Frederick County as a Court of Equity. ~

The Report of Henry Foreutz Mortgagee of Martin Holly and Cornelia Holly his wife, Shows - that the said Martin Holly by his promissory Note dated on the 18th of March 1868, payable on the first day of January 1869, with interest from date, being indebted to Henry Foreutz on the sum of Eight hundred and fifty five dollars to secure the same, did, by deed of Mortgage in Cont inction with his wife, Cornelia Holly, convey to said Henry Foreutz, all that Tract or Parcel of Land Situate in Frederick County State of Maryland, called "Lone of Necessity" containing seventy one acres of Land more or less, and being the same land heretofore conveyed to said Martin Holly by Patrick Quinn and wife, by deed dated on the 18th day of March 1868, and now recorded among the Land Records of Frederick County. ~

In which Deed of Mortgage, a Condition was Annexed, that if the said Martin Holly pay to the said Henry Foreutz on or before the first day of January in the year 1869 the said promissory Note of Eight hundred and fifty five dollars, with interest thereon according to the said promissory note, then said Mortgage should be void, with power of Sale in Case of default, on the premises, at Public Auction for Cash, after giving at least three weeks notice of the time place manner and terms of sale in some Newspaper published in Frederick City, and by Handbells posted in the vicinity of the property prior to the day of Sale, to pay the Expenses attending said Sale, a Commission of five per cent to said Henry Foreutz for his trouble therein, and to the payment of said debt, and the surplus if any to be paid to the said Martin Holly, all of which matters will appear by reference to said promissory note, and said Mortgage herewith Exhibited Marked Exhibits No. 1 and No. 2 which with all other Exhibits hereinafter produced, your Mortgagee says may be taken as part of this his report. ~

Your Mortgagee further reports that the said Martin Holly paid sundry sums of Money which are credited upon the Note marked Exhibit No. 1 - And that the whole sum of Eight hundred and fifty five dollars

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