Report of Sales

No. 3422 Equity.

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 Sales of Edward Baker Assignee of James T. Day Mortgagee respectfully shows to your Honors that a certain Charles S. Geisbert of Frederick County being indebted to a certain James T. Day by a note dated on the 4th day of May in the year 1867 payable twelve months after date for the sum of Two hundred and Two dollars and Forty three cents with interest from date and intending to secure the payment of the same the said Charles S. Geisbert and Sarah S. Geisbert his Wife by deed of Mortgage dated on the 4th day of May 1867 conveyed to the said James T. Day all that tract of Land called "Mount Hope" situate in Buckeystown Frederick County Maryland and fully described in a deed from David T. Jones & Wife to the said Charles S. Geisbert bearing date April 1866 and recorded in Liber J. W. L. C. No. 4 folio 39 one of the Land Records of Frederick County, And to which said Deed of Mortgage there was a proviso that if the said Charles S. Geisbert and Sarah S. Geisbert his Wife shall pay on or before the 4th day of May 1868 ensuing the date hereof to the said James T. Day the said sum of Two hundred and Two dollars and Forty three cents with interest thereon from the date of these presents then this Mortgage shall be void and it was also provided that if default shall be made in the payment of the money aforesaid or the interest thereon at the time and manner aforesaid then it shall be lawful for the said James T. Day to sell the Mortgaged premises at the residence of the said Charles S. Geisbert or Sarah S. Geisbert his wife or on the premises by Public Auction for Cash after giving at least three weeks Public Notice of the time place manner and terms of Sale in one or more Newspapers published in Frederick County at least once a week for three successive weeks prior to the day of Sale all of which will fully appear by reference to the note, a certified copy of said deed from David T. Jones & Wife and a certified copy of said Mortgage from Charles S. Geisbert & Wife to said James T. Day hereunto filed marked Exhibits Nos. 1 & 2 & 3 which said Trustee prays together with all other Exhibits hereinafter produced may be taken as part of this his Report of Sales.

The undersigned Assignee of said Mortgage further reports that on the 15th day of September 1873, said Mortgage was for value received assigned by the said James T. Day to said Trustee which will fully appear by reference to Exhibit No. 3 herein before referred to. The undersigned Assignee further reports that Charles S. Geisbert at sundry times made payments in said Mortgage debt & that there is now due and owing to said Mortgagee and Trustee the sum of Two hundred and three dollars and Twenty four cents with interest from January 4th 1871. Said Assignee further reports that default having been made in the payment of the Mortgage debt aforesaid mentioned by the said Charles S. Geisbert and said Edward Baker as Assignee of said Mortgagee & Trustee by virtue of the assignment aforesaid being empowered to sell the Mortgaged premises, He reports that having first filed in the Clerks Office of your Honorable Court his Bond to the State of Maryland in the penalty of Fifteen hundred dollars which was duly approved by the Clerk of said Court and having advertised the Mortgaged premises in the Examiner a Newspaper published in Frederick County for more than three successive weeks and by hand bills extensively circulated throughout said County, giving notice of the time place manner and terms of Sale