

and for the sum of Seven Thousand one hundred and four dollars for cash (\$7104.)

Filed Jan. 27 1873.

J. C. Bartendafur & Bro

Exceptions to Ratification of Report of Sale

In the matter of the Report of Sale of Henry Baker's Mortgage of Jos Lowe and Wife

No 3853 Equity.

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

Joseph Lowe Mortgagor in the above cause mentioned begs leave to except and does hereby except to the ratification of the Report of Sale in the above cause filed for the following reasons

1<sup>st</sup> Because the said Henry Baker had no authority the sale in the above cause reported at the time of making the same.

2<sup>nd</sup> Because the Mortgage in said Report of Sale mentioned was executed by this expectant and wife to said Henry Baker to indemnify the said Henry Baker & others from loss by reason of their being sureties for this expectant in a Single bill in said Report mentioned and by said Mortgage the said Baker was only authorized to make sale of the Mortgaged premises in the event of said sureties or some one of them suffering some loss, costs suits or damage by reason of their suretyship as aforesaid and this expectant failing to indemnify save harmless and protect the said sureties from all loss costs charges suits and damages, whereas the said sureties nor any one of them had not at the time of making said sale nor has any one of them said sustained any loss costs charges suits or damages by reason of their said suretyship.

3<sup>rd</sup> Because at the time of the execution of said Mortgage it was well understood and agreed by and between this expectant & said Henry Baker that the said Henry Baker should not exercise any power of Sale in said Mortgage given until after the said Baker or some one of said sureties upon said single bill should have suffered actual loss or cost by reason of said suretyship whereas the said Baker has proceeded to make said Sale in violation and disregard of said understanding and agreement.

4<sup>th</sup> Because at the time the said Henry Baker proceeded to make said sale the said Thomas A. Harwood the obligee mentioned in said Single Bill was not the owner of said Single Bill nor had he any interest therein but that he had transferred all his right title claim and interest in the same to one W. Thomas Harwood who was alone entitled to receive the four thousand dollars mentioned in said Single Bill and the interest thereon and the said W. Thomas Harwood never made demand of this expectant for the payment of the said Single Bill nor the interest thereon.

5<sup>th</sup> Because at the time the said Henry Baker proceeded to sell the said Mortgaged premises this expectant had not made the default mentioned in said Mortgage upon the happening of which alone the said Baker was authorized to sell said property under said Mortgage.

6<sup>th</sup> Because said sale was made for a grossly inadequate price.