

should be made in the Payment of the money aforesaid or of the interest thereon at the maturity of said note, it should be lawful for the said Charles S. Simmons his Executors or Administrators to sell the Mortgaged Premises by Public Auction for cash after giving at least three weeks Public notice of the time, place and terms of sale in some newspaper published in Frederick Town once a week from the day of sale.

Your Petitioner unto Your Honors shews, that the said Promissory Note mentioned in the said Mortgage and herewith Exhibited Marked Exhibit A, not having been paid at maturity and when it became due and demandable but remaining still unpaid and owing to Your Petitioner and being now yet unpaid together with some of the interest that has accrued thereon Your Petitioner by virtue of the Power and power contained in said Mortgage and before recited after giving Bond with security as required by law for the faithful discharge of the Trust as prescribed by said Mortgage which was duly approved, and giving notice of the time place manner and terms of sale by an advertisement inserted in the Maryland Union a newspaper published in Frederick Town once a week for three successive weeks prior to day of sale, which will more fully appear by the Certificate of Charles L. Ed. Tullish herewith Exhibited Marked Exhibit C. Your Petitioner did attend in the Village of Poolesville on Saturday the 17th day of April at 3 O'Clock P.M. in front of Schalkmutter Store in said Village he first having obtained the agreement of all the Parties concerned to sell at this place instead of the Premises literally as required by the Mortgage and as advertised, as will fully appear by reference to said Agreement herewith Exhibited Marked Exhibit A" and offered the Mortgaged Premises at Public Auction for cash as advertised and sold the same to James S. Simmons for the sum of Seventeen hundred Dollars (\$1700) He the said James S. Simmons being then and there the highest bidder and best bidder therefor, and herewith returns to Your Honorable Court the Memorandum of said Sale and Purchase signed by the said James S. Simmons and Marked Exhibit "D. S. S."

All of which Proceedings Your Petitioner respectfully submits to Your Honorable Court and prays that Cognizance thereof may be taken and that all further and necessary Proceedings in the Premises may be had under the order and direction of Your Honors. setting as a point of Equity.

James M. Moore
Solicitor for Mortgagee

Charles S. Simmons Mortgagee
and Trustee under the Mortgage

State of Maryland

Frederick County to wit,
On this 19th day of April 1875 before me the subscriber a Justice of the Peace of said State in and for said County personally appeared the within named Charles S. Simmons Mortgagee and Trustee and made oath in due form of law, that the matters and things stated in the foregoing Report and Petition are true, to the best of his knowledge information and belief, and that the sale therein reported was fairly made.
Sworn before
Robert Stokes J. P.