

## No. 4422 Equity

Petition  
+  
Report of  
Sales.Petition and Report of  
Sales of James H.  
Simmons, Mortgagee  
of  
Baker H. Simmons  
and wifeNo. 4422 Equity  
In the Circuit Court for Frederick  
County, sitting as a Court of Equity

September Term, 1878.

To the Honorable the Judges of the Circuit Court for Frederick County, in Equity. — The Petition and Report of Sales of James H. Simmons, Mortgagee of Baker H. Simmons and Theresa A. Simmons, his wife, respectfully shows to your Honor, that a certain Baker H. Simmons of Frederick County, State of Maryland, being indebted to the said James H. Simmons by his promissory note dated on the 21st day of December in the year Eighteen hundred and sixty five, payable twelve months after date to the said James H. Simmons in the sum of Two thousand three hundred dollars with interest from date, and intending to secure the payment of the same, the said Baker H. Simmons and Theresa A. Simmons, his wife, by their deed of Mortgage dated on the 21st day of December, 1865, conveyed to the said James H. Simmons, all those tracts, parts of tracts or parcels of land and premises lying and being in Frederick County, Maryland, and then in the Occupancy of the said Baker H. Simmons, containing in the aggregate one hundred and forty seven acres two rods and twenty one inches of land, particularly described in said deed of Mortgage. And to which said deed of Mortgage there was an addition annexed, that if the said Baker H. Simmons shall pay on or before the 21st day of December, 1866, to the said James H. Simmons the sum of Twenty three hundred dollars, with interest from the date of said Mortgage, said Mortgage shall be void — but if default of payment of said note or the interest thereon, the said James H. Simmons was authorized and empowered by the terms and conditions of said Mortgage to sell the said Mortgaged property in the manner provided in said Mortgage, all of which will fully and at large appear by reference to the said promissory note, and a certified copy of said Mortgage herewith Exhibited, which said Mortgage may herewith be taken and considered as part of this his report of sales. And said Mortgagee further reports, that the interest on said Mortgage debt has been paid from time to time until the 21st day of December, 1874, and that said Mortgage debt of Twenty three hundred dollars with interest from the 21st day of December, 1874, still remains due, owing and unpaid. And said Mortgagee further reports that default having been made in the payment of said Mortgage debt, and the interest due thereon; he on the 17th day of September, 1878.

Promissory  
Note  
Exhibit No.