

Cert of Office of Printer of Liberty Liberty Town Md. Feb. 1<sup>st</sup> 1879,  
Publ and I hereby certify that the aforesaid order No. 4443 Equity was published  
on which in the Banner of Liberty a newspaper printed in Frederick County Md.  
sale for three successive weeks prior to said first day of February 1879.

J. S. Proctor  
Publisher

No. 4443 Equity

Joseph H. Harlock Mortgagee of Jacob Kusbbaum and Mary his wife on  
Petition In the Circuit Court for Frederick County sitting  
in Equity December Term 1878.

Ordered this 31<sup>st</sup> day of December 1878, that on the 1<sup>st</sup> day of February next  
the Court will proceed to act upon the Report of Sales this day filed by Joseph  
H. Harlock Mortgagee in the above case unless cause to the contrary be shown  
before said day. Ordered a copy of this order be inserted in some newspaper pub-  
lished in Frederick County for three successive weeks prior to said day.

The Report states the amount of sales of Real Estate at \$2,934.52  
Thomas Gorsuch Clerk  
of the Circuit Court for Frederick County.

Done copy Just

Thomas Gorsuch, Clerk.

Cred of  
End of  
Real Estate

Joseph H. Harlock  
Mortgagee  
on  
Petition

No. 4443 Equity

In the Circuit Court for Frederick County,  
as a Court of Equity

February Term 1879.

This case is now before the Court on objections filed  
by Jacob Kusbbaum Mortgagee to the ratification of the sale made by Jo-  
seph H. Harlock Mortgagee. The second objection is the one mainly relied  
on in the argument of the case, and is the one to which the most of the tes-  
timony is directed. The Mortgage sets forth, that in default of payment  
the land shall be sold by Public Auction upon such terms as is usually  
given in the sale of such Property. The Mortgagee sold for cash, whereas  
the Mortgagee contends that the above terms mean a sale upon credit,  
that is one third cash, and the balance on a credit of one and two years.  
The Court's "such Property" does not refer to the kind, character size, or location  
of the piece of land but to its condition as mortgaged property, pledged  
for the payment of the debt intended to be secured by the Mortgage.  
Such property, that is mortgaged property is usually sold for cash.  
The Code Art. 16 Sec. 125 says when a suit is instituted to foreclose  
a mortgage and the property is "ordered to be sold," such sale shall be for  
cash, unless the Complainant shall consent to a sale on credit.

The Court is therefore of opinion that the terms used in the Mortgage authorized  
a sale for cash. Holding this view of the legal construction of said terms  
it is unnecessary to pass upon the objections to the testimony.  
It is therefore on this 10<sup>th</sup> day of April A. D. 1879, by the Circuit Court for  
Frederick County as a Court of Equity and by the authority thereof a judgment