

No. 4475 Equity

Report of Sales of Joseph O Moberly Mortgage of James Hixon & Ruth Hixon his wife

No. 4475 Equity

In the Circuit Court for Frederick County Sittings in Equity February Term 1879

Order nisi

Ordered this 8th day of April, 1879, that on the 3rd day of May next, the Court will proceed to act upon the Report of Sales this day filed by Joseph O Moberly, Mortgagee, in the above case, unless cause to the contrary be shown before said day, provided a copy of this order be inserted in some newspaper published in Frederick County for three successive weeks prior to said day

The Report states the amount of sales of Real Estate at \$139.50

Thomas Gutsch, Clerk

Filed April 8 1879

of the Circuit Court for Frederick County

Stamp #1000 of 22 Feb 15, 1866

At the request of Joseph O Moberly the following Mortgage was recorded September 15, 1866

Exhibit A

Copy of Mortgage

This Mortgage, made this fifteenth day of September in the year Eighteen hundred and sixty six by James Hixon and Ruth Hixon his wife, Habesseth, that in consideration of the sum of fifty dollars, with interest thereon from the date hereof, now due and owing from the said James Hixon to Joseph O Moberly, the said James Hixon and Ruth Hixon his wife, do grant unto the said Joseph O Moberly all that property or Real Estate situate lying and being in Frederick County, in the State of Maryland, containing four acres and thirty six square perches of Land, more or less which was conveyed to the said Ruth Hixon by Adam Kocklenburg and Mary E Kocklenburg his wife by deed dated the 31st day of March A. D. 1864 and recorded among the land records of Frederick County, in Liber J. W. L. C. No 1 folio 354, reference there to being had for the metes and bounds, courses and distances, will more fully appear Provided that if said James Hixon shall pay on or before the fifteenth day of March Eighteen hundred and sixty seven to the Joseph O Moberly the sum of fifty dollars with interest thereon from the date hereof then this Mortgage shall be void And the said James Hixon covenants that he will pay the aforesaid money Provided that until default of Payment, the said James Hixon & Ruth Hixon his wife shall possess the premises, and provided that if default shall be made in the payment of the money aforesaid, and the interest thereon, at the time, or in the manner aforesaid, then it shall be lawful for the said Joseph O Moberly to sell the said mortgaged premises, on the premises by Public Auction for Cash, or upon a credit as he shall deem best, 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 City at least once a week for three successive weeks prior to the day of sale, to pay the debt, and all interest, costs, expenses, charges attending such sale, and the surplus if any to pay over to the said Ruth Hixon

Witness our hands and seals.

Test J. M. Harding

James Hixon Ruth Hixon

Filed April 8, 1879