

No 4627 Equity

was a provision that if the said David G. Miller should make default in the payment of the promissory notes aforesaid as they should severally mature and become due and payable, with the interest thereon, or of either one of them, or of the interest on the same, then it should be lawful for your Petitioner Joseph G. Miller to sell the said mortgaged premises and property, or so much thereof as may be necessary by public auction, at the premises, for cash, or upon time as he might deem best, after giving at least three weeks public notice as prescribed by said Mortgage; that said David G. Miller did make default in the payment of the said Mortgage debt and the interest aforesaid whereupon by virtue of the said power of sale in said Mortgage, contained your petitioner after giving bond with approved security as required by law and giving more than three weeks public notice of the time, place, manner and terms of sale by advertisement in the "Examiner", a newspaper published in Frederick County, he did pursuant to said notice attend on the premises on Thursday the 2nd day of September 1880 at 12 O'clock, m. and there and then offered said mortgaged property at public sale to the highest bidder your petitioner in the first place offered at public sale the farm of 252 acres, 2 rods, and 6 perches of land more or less described in said mortgage and sold the same, subject to a mortgage held by Warren Hobbs assignee for (\$3500) thirty five hundred dollars, to Joseph G. Miller your petitioner, he being the highest and best bidder therefor, at and for the sum of Four and 2/10 dollars per acre, as well appear by his acknowledgement of purchase herewith filed and marked Exhibit No. 2 Your petitioner next offered for sale the personal property described in said mortgage and sold the same for cash for the sum of six hundred and twenty six dollars, as will be seen by a list of sales of said personal property filed herewith marked Exhibit J. G. M., and prayed to be taken as a part of this report and petition Your Petitioner would further report that said sale of said real estate amounted to Eleven hundred and eighty six 2/10 dollars, and the sales of real and personal property aggregated Eighteen hundred & thirty two 2/10 dollars -

Wherefore your petitioner prays your Honors to ratify and confirm said sale and appoint some suitable person as trustee to convey the same to the purchaser, and that he may have such other and further relief in the premises as the nature of the case may require and to your honors may seem just he will ever pray &c

Filed September 14, 1880

Joseph G. Miller, Mortgagee

State of Maryland, Frederick County - do

I hereby certify that on this 14th day of September A.D. 1880, before me the subscriber, Clerk of the Circuit Court for said County personally appeared Joseph G. Miller and made oath in due form of Law that the matters and things contained in the foregoing Report are true to the best of his knowledge and belief and that the sale therein reported was fairly made

Filed September 14, 1880

Adolphus Fairbank, Clerk of the Circuit Court for Frederick County

David G. Miller & wife }
 do } City Mortgage }
 Joseph G. Miller }
 This Mortgage made this twenty second day of April, in the year Eighteen hundred and seventy eight by us, David G. Miller and Sarah G. Miller, his wife, of Frederick County, in the State of Maryland, Witnesseth that in consideration of the sum of Two thousand and fifty dollars, now due from the said David G. Miller to Joseph G. Miller of said County and State upon two several promissory notes, one of said notes being for the sum of One thousand five hundred dollars, and dated the twenty ninth day of March in the year Eighteen hundred and seventy eight, and payable to the said Joseph G. Miller,

Mortgages
 Affidavit to
 Pet. of Sales

Exhibit No 1