

## No. 4696 Equity

Report of Sale  
of  
Justus Martin  
Mortgage of John  
Trout & wife

Shows unto your Honors, that the said John Trout, and Elizabeth Trout his wife on the 6th day of September A. D. 1878, in order to secure the payment of what is therein called a Promissory note, which is herewith filed as Exhibit No. 1 to this Report of Sale, and which it is prayed together with all other Exhibits herewith filed, may be taken, and, considered, as part hereof, and to secure and indemnify said Justus Martin against any loss he might sustain by reason of his having superseded certain judgment claims, against said John Trout and Elizabeth Trout his wife, did execute their deed of Mortgage, a certified copy of which is herewith filed as Exhibit No. 2 to this Report, conveying to said Justus Martin, certain Real Estate therein described, and mentioned in this report as having been sold, that said Mortgage was duly recorded in Liber T. G. No. 10 folio 233<sup>d</sup> One of the Land Records of Frederick County, and that annexed to said Mortgage was a power of Sale authorizing said Justus Martin, to sell said property therein so conveyed, upon default being made in the payment of said Exhibit No. 1, and the judgment claims above referred to as they should become due according to their tenor and effect.

That default did occur in the payment of the whole of said claims, with the exception of the said superseded judgments, in which there is due, and unpaid to the said Justus Martin he having paid the same respectively, the sum of \$ 15.87, with interest from March, 19th 1879, in a judgment of H. H. Beall herewith filed as Exhibit No. 3, and in another judgment herewith marked Exhibit No. 4, due H. H. Beall, the sum of \$ 53.43 with interest from July 28th, 1879, which are two of the judgments mentioned as superseded by said Justus Martin, by which default the said Justus Martin was authorized and empowered to make sale of said property under said Mortgage, and in conformity with the power therein contained. That after said default the said Justus Martin filed his bond with security, approved by the Clerk of the Circuit Court for Frederick County, on the said Clerk's Office in the penalty of Two hundred and fifty dollars, conditioned as prescribed by the provisions of the Code of Public General Laws of Maryland in such case made, and provided, as will appear by reference to said Bond now of record in said office. That after giving the said Bond, and after its approval as aforesaid, the said Justus Martin duly advertised said property for sale at Public Auction on the premises, by publishing a notice of said sale in the Republican Citizen, a Newspaper printed, and published in Frederick County for three successive weeks prior to the day of sale, as well appear by reference to a copy of said advertisement herewith filed, attached to the memorandum of sale as Exhibit No. 5, wherein notice of the time, place, and terms of sale was given, being the terms prescribed in said Mortgage. That on the 21st day of May, A. D. 1881, at the hour of two O'Clock P. M. the time, and at the place mentioned in said advertisement, the said Justus Martin, attended and did then and there offer said property described in said Mortgage, at public sale upon the terms named in said Mortgage, and did then, and there sell the same to himself, the said Justus Martin, at and for the sum of One hundred and sixty six dollars, as appears by his certificate above filed as Exhibit No. 5, he the said Justus Martin being then and there the highest and best bidder for the same, and the said Mortgage prays that the said sale be ratified and confirmed. This Mortgagee further Reports that the amount due him on the note and judgments superseded and paid by him aforesaid, is, One hundred and eighteen dollars, and twenty one cents.

Dated May 23, 1881.

Justus Martin.

Exhibit A.

Exhibit B.