No. 4677 Equity

by his sealed note dated March 27th 1880, payable to Francis Mantz, or order, One year after date for the sum of Nine hundred Dollars, with interest from date, was indebted to the said Francis Mantz, in the amount of money in said sealed note recited, and for the purpose of securing the payment of the same, and the interest that might accrue thereon the said James M. Howard, on the twenty seventh day of March 1880, executed his deed of Mortgage to the said Francis Mantz, conveying the said property in said mortgage specified. And to which said Mortgage there was a condition annexed, that if default shall be made in the payment of said Single Bill or the interest that may be due thereon when the same shall become due and payable, according to the time and effect thereof then it shall be lawful for the said Francis Mantz his Executors Administrators or Assigns, and they were thereby empowered to sell the said mortgaged premises at Public Sale, at the place and upon the terms in said mortgage provided, as will fully appear by reference to a certified Copy of said Mortgage herewith exhibited, marked Exhibit No. 1, which together with all other Exhibits hereinafter produced, said Mortgagee prays may be taken and considered as part of this his petition and Report of Sales.

Petition and Report of Sales.

And said Mortgagee further reports, that the said James M. Howard from time to time during the running of the said Mortgage, paid to said Mortgagee the sum of One hundred and ninety seven dollars, and that there is now due owing, and unpaid on said Mortgage debt, the sum of Seven hundred and three dollars, with interest from March 31st 1881, as will appear by said sealnote, and the credits thereon, hereunto exhibited, marked Exhibit No. 2.

And said Mortgagee further reports that default having been made in the payment of the mortgage debt in full, at the time limited for the payment of the same, by the terms of the Mortgage, and being about to make sale of the said Mortgage premises under the power in said Mortgage contained, and having filed his duly approved Bond to the State of Maryland with security in the penalty of Two thousand dollars, in the Clerk's Office of your Honorable Court, and having first advertised the said Mortgaged premises in the Maryland Union, a Newspaper published in Frederick County for more than three successive weeks prior to the day of sale, and by handbills extensively circulated throughout the city of Frederick, and in the County of Frederick, in the neighborhood of the Mortgaged premises, giving notice of the time place manner and terms of Sale.

Said Mortgagee in pursuance of said notice attended at the City Hotel, in Frederick City Frederick County, State of Maryland, on Saturday the 28th day of May, 1881, at eleven O'Clock A. M. and then and there proceeded to make sale of said Mortgage premises as follows.

Said Mortgagee then offered at Public sale to the higest bidder all that piece or parcel of land situate in Urbana District, Frederick County, on the line of the Baltimore and Ohio Rail Road, on the East side of the Monocacy River, near Frederick Junction Containing four and one eighth Acres of land more or less, and being the same land conveyed by Joseph Carnise and Margaret Carnise his wife to James M. Howard by deed dated March 16th, 1880 and adjoining the lands of James A. Gambrill & others, and sold the same to Francis Mantz the Mortgagee, at and for the sum of Eight hundred and fifty dollars, and for cash the terms of sale as prescribed by the Mortgage and set forth in the advertisement annexed to the printer's Certificate, he being then and there the highest and best bidder for the same.

And said Mortgagee further states that he being the purchaser of said Mortgage premises pray your Honorable Court in the Order ratifying said sale to appoint some suitable person Trustee to convey the said lands to said Mortgagee upon the full payment of the purchase money aforesaid, and said Mortgagee reports the gross Amount of sales to be eight hundred