

No. 11718 Equity

Tobias H. Eckencode Mortgagee
of Solomon S. Spitz, and Mary
S. Spitz his wife

or
Petitioner

To the Honorable the Judge of the Circuit Court for Frederick's County as
a Court of Equity.

The Petitioner and Respondent Tobias H. Eckencode Mortgagee of Solomon S. Spitz
and Mary S. Spitz his wife, respectfully represents, That on the nineteenth day of March
in the year Eighteen hundred and eighty, or certain Solomon S. Spitz and Mary S
Spitz his wife, did by their deed of Mortgage, duly executed, acknowledged and recorded, con-
vey unto your petitioner, certain Real estate therein described situated in Frederick's County,
containing two acres, and eighteen square perches of land, more or less, to secure the payment
of two hundred and seven dollars and eighty two cents with interest from the date thereof, which
Mortgage, contains a proviso that if the Mortgage debt and interest thereon should be paid on
or before the ninth day of March in the year Eighteen hundred and eighty-one, and the other
covenants therein contained should be performed that then said Mortgage should be void
and the further proviso, that if default should be made in the payment of the Mortgage debt afore-
said or of the interest thereon in whole or in part, or in any agreement, covenant or condition, in
said mortgage contained that then the said Tobias H. Eckencode should at any time thereafter
sell the said mortgaged property, or so much thereof as might be necessary, and grant
and convey the same to the purchaser thereof, first giving at least twenty days notice of
the time, place, manner and terms of sale in some newspaper published in Fred-
erick's County, Maryland, at least once a week for three successive weeks prior to the day
of sale for cash and the proceeds arising from such sale to apply first to the payment of all
expenses incident to such sale together with a Commission of five per cent to the said Mort-
gagee, secondly to the payment of all moneys arising under the said Mortgage and the balance
to pay over to the said Solomon S. Spitz and wife, all of which will more fully appear from a cer-
tified copy of said Mortgage herewith filed as part hereof marked Exhibit No. 1. And your
Petitioner also files, as part hereof the promissory note given by said Solomon S. Spitz for the said
Mortgage debt marked Exhibit No. 2. -

Your Petitioner further states that default was made in the payment of the said
Mortgage debt, that no part of the same, either as to principal or interest has been paid,
but the whole debt is due and unpaid although the time limited for the payment of the same
has long since passed, and default having been thus made your petitioner after having
given Bond in such penalty, and with such security as was approved by the Clerk of your
Honorable Court conditioned as required by law and after having given notice of the time, place,
manner and terms of sale by advertisements inserted in the "Republican Obsequy", a news-
paper published in Frederick's County once a week for more than three successive weeks
prior to the day of sale. Your petitioner did in pursuance of such notice attend at the
store of William H. Martz in Ladysburg in said County on Saturday the nineteenth day of No-
vember A. D. 1881, at ten o'clock A. M., and then and there offered said Real estate at public
Auction to the highest bidder for cash, and sold the same to your petitioner Tobias H. Eckencode
at and for the sum of Two hundred and fifty dollars, cash, your said petitioner being then and
there the highest bidder therefor, and he files herewith as part hereof his written acknowledgment
of purchase, marked Exhibit No. 3,

Your petitioner herewith reports said sale to your Honorable Court and prays that the

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