

# No. 4798 Equity

Report of Sales of Benjamin F. Brown  
Trustee under Mortgage from Charles  
E. Cassell & wife

To  
Richard C. Martin

To the Honorable the Judges of the Circuit Court for  
Frederick County, sitting as a Court of Equity.

Report of  
Sales

The Petition and Report of Sales of Benjamin F. Brown, Trustee  
under a power of sale contained in a Mortgage executed by Charles E. Cassell and  
Julia C. Cassell his wife, to Richard C. Martin, and dated on the 24th day of October  
1876, and recorded in Liber J. G. No. 6 folio 242<sup>o</sup> One of the Land Records of Freder-  
ick County, respectfully shew to your Honors, that a certain Charles E. Cassell being  
indebted to Richard C. Martin by his promissory note bearing date on the 24th day  
of October, in the year 1876, payable two years after date with interest from date, pay-  
able to the order of said Richard C. Martin for the sum of Thirty-five hundred dollars the  
interest payable semi-annually, and intending to secure the payment of the said  
note & interest thereon, the said Charles E. Cassell and Julia C. Cassell his  
wife, did, on the day and date aforesaid execute their deed of Mortgage aforesaid  
conveying to the said Richard C. Martin the real and other property therein de-  
scribed - And to which said deed of Mortgage there was, a condition annexed, that  
if default shall be made in the payment of the said sum of Thirty-five hundred  
dollars, or in the payment of the interest thereon, when the same shall become due and pay-  
able in accordance with the tenor of the note, aforesaid, then it shall be lawful for Benja-  
min F. Brown to sell said Mortgage property at Public Sale, all of which will fully  
appear by reference to the said promissory note, and a certified Copy of said deed of Mort-  
gage, herewith exhibited as part of this Petition and Report of Sales and which your Peti-  
tioner prays together with all other exhibits hereinafter produced, may be taken and con-  
sidered, as part of this, his Report of Sales, the same as if set forth in words and figures.

And said Petitioner reports that, no part of the principal of said note or the in-  
terest that accrued thereon (Except the interest for the first six months) having been  
paid, and default having been made in the payment of the principal and in-  
terest, as, aforesaid, also in the covenant for Insurance the said Mortgagee hav-  
ing permitted the Policy, or Policies of Insurance on the mortgaged property to lapse  
by reason of the non-payment of the premiums due on the same and the said Mort-  
gagee being compelled to effect an insurance on the same, and to pay therefor the sum of  
twenty-two dollars and fifty cents. And the said Trustee under the power aforesaid  
being, about to enforce a sale of the mortgaged property, under the power and  
authority in said Mortgage, contained, filed in your Honorable Court in the  
Clerk's office thereof, his Bond to the State of Maryland in the penalty of seven-  
thousand dollars, conditioned as required by law for the due execution of the  
Trust reposed in him - And having first advertised the said mortgaged prop-  
erty in the Republican Citizen and Patriotic Clarion two newspapers  
published in Frederick County Maryland for at least three successive  
weeks prior to the day of sale, giving notice of the time place, manner and terms  
of sale, said Trustee did, attend, at the City Hotel in Frederick City, Frederick  
County, Maryland, on Saturday the 27th day of May 1882, at Eleven O'Clock  
A. M. and then and there proceed to sell said Mortgage property as follows -

Report  
Sales