

No. 4767 Equity

Leonard A. Grossmuckle, Assignee
of Adam Miller Mortgagee of
William Kemmer
on
Petition

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

The Petition and report of Leonard A. Grossmuckle, Assignee of Adam Miller Mortgagee of William Kemmer, respectfully represents that on the thirtieth day of October in the year Eighteen hundred and seventy-eight, a certain William Kemmer by his deed of Mortgage conveyed to a certain Adam Miller, certain Real Estate situated in Frederick County, containing Twenty-five Acres, two rods, and thirty square feet of Land, more or less, and fully described in said Deed of Mortgage to secure the payment of a certain promissory note under seal bearing even date with said Mortgage, for the sum of Three hundred Dollars with interest from date payable One year after date, to said Adam Miller or order, which said Deed of Mortgage contained a proviso that if said Mortgage debt be paid at the maturity of the said promissory note under seal that then said Mortgage should be void, and a further proviso that if default should be made in the payment of said promissory note under seal, and the interest thereon that then it should be lawful for said Adam Miller, his Executors, Administrators or assigns to sell said mortgaged premises and after payment of all costs attending such sale, and the usual Chancery Commission and the said Mortgage debt then to pay any surplus to said William Kemmer, his heirs or assigns; which said Mortgage and promissory note under seal, were on the twentieth day of January, in the year Eighteen hundred and eighty-two, assigned by said Adam Miller to your petitioner Leonard A. Grossmuckle, all of which will appear more fully from a certified copy of said Mortgage and assignment herewith filed as part hereof marked Exhibit No. 1 and from said promissory note under seal herewith filed as part hereof marked Exhibit No. 2.

Your petitioner further states that default was made in the payment of the Mortgage debt aforesaid, no part of the principal sum being paid, and only two years interest being paid, and that there is now due and unpaid of said Mortgage debt the sum of three hundred dollars, with interest from the thirtieth day of October Eighteen hundred and eighty.

Your petitioner further states that default having been thus made, your petitioner after having given bond to the State of Maryland, in such sum and with such surety as was approved by the Clerk of the Circuit Court for Frederick County, conditioned, as required by the Code of Public General Laws of the State of Maryland, and after having given notice of the time, place, and terms of sale by advertisements inserted in the "Valley Register", a newspaper published in Frederick County for more than three successive weeks prior to the day of sale and also by handbills, circulated in the vicinity of said property, did in pursuance of said notice attend at Ellerton in said County in front of Thomas H. Bettle's store on Saturday the Eighteenth day of February, A. D., 1882, at two O'Clock P.M. and then and there offered said Real estate, at public sale to the highest bidder, the widow of said Mortgagee William Kemmer, now deceased, who had not signed said Mortgage at the same time offering her interest in order to effect the most advantageous sale of the said property and said real estate was then and there sold at public sale to Thomas H. Bettle he being the highest bidder therefor at and for the sum forty-seven dollars per acre amounting to twelve hundred and seven dollars and thirty-one and one fourth cents, cash, including the dower right of

Report of sale