No. 4862 Equity

deed of Mortgage duly executed, acknowledged and recorded conveyed to Abraham A. Black the real estate and property therein described being known as the Mill property and called "Springfield Mills" and fifteen Acres of Land more or less to secure the payment of a certain Mortgage debt of Twelve hundred Dollars with interest from the date of said Mortgage — which deed of Mortgage contained a proviso that if the said Mortgagor should pay to said Mortgagee on or before the First day of May A. D. 1877 the said sum of Twelve hundred dollars with the interest thereon, according to the tenor of a promissory note of even date, then said Mortgage should be void, and a further proviso that if default should in the payment of the money aforesaid at the time or in the manner aforesaid then it should be lawful for said Abraham A. Black to sell said Mortgaged premises by sale for Cash after giving at least three weeks public notice of the time, place, manner and terms of sale in at least One newspaper published in said County of Frederick prior to the day of sale to pay the said debt and costs and expenses of such sale and the surplus if any over to said William H. Myers all of which will more fully appear from said promissory note under seal, and a duly certified copy of said Mortgage herewith filed as part hereof, marked respectively Exhibits Nos. 1 and 2.

Your Petitioner further states that said Abraham A. Black departed this life intestate, on or about the Fourth day of January A. D. 1881, and letters of Administration upon his estate were granted to your petitioner as will appear from an exemplification thereof herewith filed as part hereof marked Exhibit No. 3, and the interest and estate of said Mortgagee in the said Mortgaged premises together with his right to the debt thereby secured, devolved on and vested in your petitioner as his administrator.

Your Petitioner further states that no portion of said mortgage debt has been paid as to principal, but the whole of the same is due and unpaid, and there has been paid only the sum of Seventy-six Dollars on account of interest, and default having been thus made so as to authorize the exercising of the power of sale aforesaid your petitioner after having given bond as required by the Code of Public General Laws of the State of Maryland, and the Acts of Assembly in such case made and provided, and after having given notice of the time, place, manner and terms of sale by advertisements inserted in the "Catoctin Clarion", a newspaper published in Frederick County for more than three successive weeks prior to the day of sale and by hand bills circulated in the vicinity of said property, did attend on Saturday the twenty-fifth day of March A. D. 1881, at One O'Clock P. M. at the Milling Mill or Factory on the premises and then and there proceeded to sell said real estate.

Your Petitioner offered said real estate at Public Auction for Cash to the highest bidder and sold the same to your petitioner the said Mary E. Black at and for the sum of Nine hundred and Seventy-five dollars cash, she being the highest bidder therefor and she herewith files her written Acknowledgment of purchase as part hereof, marked Exhibit No. 4.

Your petitioner herewith reports said sale to your Honorable Court and prays the Court to ratify the same and to distribute the proceeds of sale thereof and to appoint a Trustee to convey the same to your Petitioner, and for such further and other relief as she may be entitled to.