

No 4954 Equity

J. Hamilton Repp, Assignee of  
 Lucia R Reed Mortgage of S. Oliver Repp  
 Or  
 Petitioner

No Equity  
 On the Circuit Court for  
 Frederick County  
 Sitting as a Court of Equity

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

The report and Petition of J. Hamilton Repp respectfully shows unto your Honors that on the 31<sup>st</sup> day of July A.D. 1883, Stephen Oliver Repp of Frederick County by his Deed of Mortgage of said date conveyed to Lucia R Reed wife of Albert W Reed certain real estate situated in Frederick County in order to secure the payment of a certain indebtedness of Fifteen hundred Dollars and interest, as in said mortgage specified, and on the 7<sup>th</sup> day of December A.D. 1883, the said Lucia R Reed and Albert W Reed her husband for value received assigned said Mortgage to your Petitioner, all of which will more fully appear by reference to a certified copy of said Mortgage and assignment filed herewith marked Exhibit No 1. and which, with all other Exhibits herewith filed is prayed to be taken as part of this report and petition as fully as if here inserted in words and figures

2<sup>nd</sup> That said Mortgage contained a provision that if the said Stephen Oliver Repp should make default in the payment of said mortgage or of the interest thereon then the said mortgage was declared to be in trust and the said Lucia R Reed or her assigns, were authorized and empowered to sell said mortgaged property after giving at least twenty days notice as in said Mortgage is specified

3<sup>rd</sup> That said Stephen Oliver Repp did make default in the payment of said Mortgage debt and interest, whereupon your Petitioner as the assignee of said Mortgage after having given bond with approved security as required by law, and after having given at least twenty days previous notice of the time, place, manner and terms of sale by advertisement in the Weekly Times, a newspaper published in Frederick County, he did pursuant to said notice attend at New Midway Station on the Frederick Branch of the Pa. R.R. conveniently near to the premises, on Saturday the 5<sup>th</sup> day of January A.D. 1884, at half past one O'clock P.M., and then and there offered said real estate, being a farm containing 29 acres, 3 rods and 19 perches of land more or less, at public sale to the highest bidder and sold the same to your Petitioner who was the highest and best bidder therefor at and for the sum of Nineteen dollars and 25/100 per acre

4<sup>th</sup> Your Petitioner advertised and sold said farm upon the following terms viz:  
 Five hundred dollars to be paid cash, five hundred dollars to be paid April 1<sup>st</sup> 1884 and the balance on the first day of April A.D. 1885, the deferred payment to bear interest

5<sup>th</sup> That there is now due to your Petitioner on account of said mortgage, the said mortgage note for the principal debt of fifteen hundred dollars with interest from the 30<sup>th</sup> day of August A.D. 1883, and three interest notes for forty five dollars each with interest from maturity of each, each bearing date Aug 30. 1881, and payable respectively one year, Eighteen months and two years after date, and the whole amount due your Petitioner on the day of said sale was sixteen hundred and seventy three & 25/100 Dollars

6<sup>th</sup> That said sale amounts in the aggregate to Seventeen hundred and Eighty Eight and (1/100) 25/100 Dollars

And your Petitioner prays your Honors to ratify and confirm said sale and appoint some suitable person as Trustee to convey said farm to your Petitioner and that he may