

No 4947 Equity

your Petitioner was authorized and empowered to sell said mortgaged property after giving at least twenty days notice of the time, place, manner and terms of sale (which shall be for cash) in some newspaper published in Frederick County and by bills put up at public places

3. That said Basil Maynard did make default in the payment of said indebtedness and said single bill to said Susan Diehl whereupon your Petitioner by virtue of said power of sale contained in said mortgage, after having given bond with approved security as required by law and after giving more than twenty days previous notice of the time, place, manner and terms of sale by advertisement in the Maryland Union a newspaper published in Frederick County and by hand bills extensively circulated and put up at public places, he did pursuant to said notice attend on the premises on Saturday the 8th day of December A.D. 1883, at half past one O'clock P.M. and there and there offered said real estate at public sale to the highest bidder, and sold the same to Nicholas H. Clemson, he being the highest and best bidder therefor at and for the sum of Thirty nine hundred and sixty dollars, and the said Nicholas H. Clemson has obligated himself to comply with the terms of sale as will appear by his acknowledgment of purchase filed herewith marked Exhibit A.H.C.

4th. That said Basil Maynard had on the first day of February A.D. 1877 executed a prior mortgage on said farm to your Petitioner to secure the sum of nine hundred dollars with interest and the said farm was sold to said Nicholas H. Clemson subject to said prior mortgage claim which amounted on the day of sale to the sum of Eleven hundred and eight dollars & 7/100 dollars and which still remains as a subsisting lien upon said property.

5th. That the growing crops on said farm were removed from the operation of said sale,

6th. That there is now due to your Petitioner on said mortgage debt the said sum of Eleven hundred and sixty dollars with interest from the said fifth day of July A.D. 1881 and also the said note to Susan Diehl of four hundred and twenty five dollars with interest from the 31st day of March A.D. 1881.

And your Petitioner prays your Honors to ratify and confirm said sale and to grant your Petitioner such other and further relief in the premises as the nature of the case may require and to your Honors shall seem right and he will ever pray

Mittin' Ymer
Sd/s

Dennis H. Maynard Mortgage

State of Maryland Frederick County Set:

I hereby certify that on this 12th day of December A.D. 1883 before me Clerk of the Circuit Court for Frederick County personally appeared Dennis H. Maynard and made oath in due form of law that the matters & things stated in the foregoing report & petition are true to the best of his knowledge and belief, and the sale therein reported was fairly made

Adolphus Fresholtz Jr

Clerk.

At the request of Dennis H. Maynard the following mortgage is recorded August 13th 1881
This mortgage made this fifth day of July one thousand eight hundred and eighty one, by Basil Maynard of Frederick County State of Maryland, Whereas the said Basil Maynard by his single Bill of even date date herewith drawn one year after date for the sum of Eleven hundred and sixty dollars with interest from date stands indebted unto Dennis H. Maynard of Carroll County and State aforesaid in said sum of Money, And whereas the said Dennis H. Maynard is security for me the said Basil Maynard on a Single Bill bearing date the 31st day of March 1881 given to Susan Diehl by said Basil Maynard for the sum of Four hundred and twenty five dollars with interest from date, said Basil Maynard as principle and said Dennis H. Maynard as security now stands indebted to the said Susan Diehl for said sum of Money with interest, and for the better securing and saving harmless and keeping indemnified the

Exhibit No. 1.