

No. 4968 Equity

This exception fails because an examination of the Mortgage and the terms of sale set out in the advertisement, shows that the Mortgagee has complied strictly with the power contained in the Mortgage. The second exception is, that the sale was without any notice or reservation of the interest of Mrs Poole the wife of the Mortgagor. This must fail also, because the mortgage was given for a balance of the purchase money and therefore, as against the Mortgagee or the purchaser Mrs Poole had no interest. And furthermore, if Mrs Poole has any interest in the property, it is not affected by this sale because she is not a party to these proceedings. The third exception is, that 'the Mortgagor was ready and willing to pay the mortgage, interest and costs'. In the opinion of the Court, this objection is not sustained by the testimony in this cause. There is no proof that the mortgagor, or any one for him, ever offered to pay the mortgagee or was ever ready to pay her the mortgage debt, interest and costs. The fourth and last exception is, pretty much the same as the third with the addition, that the property was "sold x x x" for a grossly inadequate price to the damage and injury of the mortgagor and contrary to Equity and fair dealing. The average estimate made by the witnesses of the value of the property, is about \$1700, it was sold at a fair sale for \$1300. at which there were present about one hundred and fifty persons. The fairness of the sale is not questioned. The misunderstanding between the Mortgagee and the agent of the Mortgagor, that seems to be suggested by the testimony in regard to an assignment of the mortgage to Mr Thomas cannot affect the fairness or legality of the sale. The law in this State, as announced in many cases by the Court of Appeals is, that mere inadequacy of price is not sufficient to set aside a sale, unless the inadequacy is so great as to show fraud or some misconduct on the part of the trustee. There is nothing to show fraud or misconduct on the part of the mortgagee in this case. The objections must be overruled and the sale ratified.

It is therefore this 27th day of May A.D. 1884, by the Circuit Court for Frederick County as a Court of Equity and by the authority thereof adjudged, ordered and decreed, that the objections filed in this case by Bushrod Poole and wife be and the same are hereby overruled, and it is, by the authority aforesaid, further ordered and decreed that, the sale made by the mortgagee reported and filed in this case on the 10th day of March A.D. 1884, be and the same is hereby ratified and confirmed.

John A. Lynch

Filed May 27, 1884

Judge of the Cir Court.

Public Sale.

By virtue of a power of sale contained in a mortgage from Bushrod Poole to the undersigned, dated the 1st day of April A.D. 1880 and duly recorded in Liber A. F. No 1. folio 616 etc and of the Land Records of Frederick County, the undersigned as Mortgagee, will sell at public sale on the premises on the West side of Main Street, in Buckleystown, Frederick County, Md. on Thursday March 6th 1884 at 9.30 O'clock, A.M. all that valuable House and lot, adjoining the property of Dr. Bushrod Poole on the North, and Otho J Keller on the South. The lot contains one half acre and 7.5-10 square perches of land, more or less, and is improved with a comfortable and modern built two story brick house and back building, cistern at the house, stable and Carriage house attached meat house, milk house and other necessary out-buildings, all in good condition. This is a very desirable home. This mortgage was given for purchase money for said lot. Terms of sale as prescribed by the mortgage - Cash.

Chas B Post

Theresa A Simmons

Auctioneer

Mortgagee

Office of "The News," Frederick, Md. April 11th 1884

Exhibit News

This is to Certify, that the annexed Advertisement was published in the "Daily News" a newspaper published in Frederick County, once a week for three successive weeks prior to the 6th day of March 1884.

Schley and Delaplane

Publishers per B