

No 4075 Equity

intending to proceed to make sale of said mortgaged premises, filed his Bond duly approved in the Clerk's Office of said Court on the 28th day of April 1875, as appears in the proceedings in this cause, as required by law for the proper discharge of his trust as mortgagee empowered to make said sale as aforesaid. That after filing said Bond, your petitioner after giving three weeks public notice of the time, place and terms of sale in the Republican Citizen a newspaper published in Frederick County prior to the day of sale as prescribed in said mortgage as in Exhibit No 12 did on the 22nd day of May 1875, on the premises at 2 O'clock P.M. proceed to offer at public sale the said mortgaged premises on the terms of one half cash on the day of sale or ratification thereof by the Court & the balance in Twelve months from the day of sale the purchaser giving his note therefor with approved security bearing interest. On payment of the whole purchase money a deed to be given & all expenses at cost of purchaser, and sold the same to Petitioner Samuel Putman, he then and there being the highest bidder therefor, at and for the sum of one thousand dollars, as will appear from memorandum of sale herewith filed as Exhibit No 3. And your Petitioner reports said sale for the ratification of your Honorable Court & prays the aid of your Honorable Court in the distribution of said purchase money & for such other aid as the nature of his case may require & as follows.

Yours Petitioner

Solicitor for Samuel Putman

State of Maryland Frederick County to wit:

I hereby certify that on this 24th day of May 1875 before the undersigned a Justice of the Peace of the said State in and for Frederick County personally appeared Samuel Putman & made oath that the matters & things stated in foregoing Petition are true & that the sale therein reported was fairly made

Filed May 24. 1875

Geo W Shank J.P.

This Mortgage made this Fourth day of April in the year Eighteen hundred and Seventy four by us Sarah A V Putman and Hezekiah Putman her husband of Frederick County State of Maryland, Witnesseth, that in consideration of Six hundred and ninety five ⁵⁴/₁₀₀ Dollars now due from me the said Sarah A V Putman to Samuel Putman of the County and State aforesaid, We the said Sarah A V Putman and Hezekiah Putman do grant unto the said Samuel Putman all that small farm upon which the said Sarah A V Putman and Hezekiah Putman now reside, being the same piece or parcels of land which was conveyed to the said Sarah A V Putman by Jacob Stetely of & attorney for Bertha Fitis and David Fitis by deed of even date with these presents containing about twenty nine acres of land more or less. Provided that if the said Sarah A V Putman shall pay on or before the fourth day of April in the year Eighteen hundred and Seventy five to the said Samuel Putman the sum of Six hundred and ninety five ⁵⁴/₁₀₀ dollars with the interest thereon from the date hereof according to the tenor of her promissory note of even date herewith payable to the said Samuel Putman or order on the fourth day of April aforesaid then this mortgage shall be void. And the said Sarah A V Putman for herself her heirs and personal representatives hereby covenants that she will pay the aforesaid money according to the tenor of the note aforesaid and he further covenants and agrees with the said Samuel Putman his personal representatives and assigns in like manner that in default of payment of the said note, the said Samuel Putman may enter and take possession of the property aforesaid. Provided that until

Exhibit No 1.

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acknowledged of Putman