

N^o 5234 Equity.

of the mortgage pay out the several sums audited to the parties entitled thereto under said audit.

John H. Lynch
Judge of the Cir. Court

N^o 5236 Equity.

Margaret B. Grier, Mortgagee, of
William H. Hardman and wife

In the Circuit Court
for Frederick County
Sitting in
Equity

Petition

To the Honorable the Judges, of said Court. The Petition and Report of Margaret B. Grier respectfully states.

1. That on the ninth day of January in the year eighteen hundred and eighty six, a certain William H. Hardman, and Elvira Hardman, his wife, did, by their deed of mortgage duly executed, acknowledged and recorded, convey unto your petitioner certain Real Estate, therein described to secure the payment of a certain promissory note for the sum of five hundred dollars, bearing even date with said mortgage and payable six years after date with interest from date - the interest to be paid quarterly, authorizing your petitioner in default of the payment of the interest on said promissory note, at the times limited for the payment of the same to sell the mortgaged property for cash and to grant and convey the said property to the purchaser or purchasers after giving three weeks notice of the time, place, manner and terms of sale in some newspaper printed in Frederick County the proceeds arising from such sale to be applied, first, to the payment of all costs and expenses incident to such sale including usual Chancery Commissions and reasonable counsel fees for preparing bond, report of sale and attending to the ratification thereof, secondly, to the payment of all claims of the said mortgagee under said mortgage whether the same should have then matured or not and to pay the same, if any, to the said William H. Hardman, or to his heirs or assigns, or to whosoever might be entitled to the same, which said mortgage contains a covenant that the said William H. Hardman would pay the interest on said promissory note when legally demandable and further provided that that if default should be made in any agreement, covenant or condition of said mortgage that then the entire mortgage, that then the entire mortgage debt should be deemed to be due and demandable, all of which will fully appear from a certified copy of said mortgage and also from said promissory note both of which are herewith filed as parts of this Report marked respectively Exhibits Nos. 1 & 2.

2. That default was made by the said William H. Hardman in the payment of said interest quarterly and that no part of said interest has been paid although the time limited for the payment of the same has passed whereby by the conditions of said mortgage the whole of said mortgage debt became due and demandable.

3. That after having given bond, as required by the Code of Public General Laws of Maryland in such sum and with such sureties as were approved by the Clerk of the Circuit Court for Frederick County and after having given notice of the time, place, manner and terms of sale by advertisements inserted in

43.88.
66.28.
66.28

itting
with
immigrants,
distributed
id Lema

it Court
is Equity.

auditors
of Decem.

it will
be above
of them
in some
in to said

County.

of.
Equity, was
County State
December

ult for

eighteen
of the
by
ing been
quired
Assignee