

No 5265 Equity

Edward A. Shriner Mortgagee of } In the Circuit Court
Clayton W. Dorsey & Laura O. Dorsey } for Frederick County
his wife }
Petitioner } Sitting as a Court of Equity

To the Honorable the Judges of said Court: This report and petition of Edward A. Shriner, respectfully shows:
1st That on the 25th day of March A. D. 1886, Clayton W. Dorsey and Laura O. Dorsey his wife by their deed of Mortgage, of said, plate conveyed to your Petitioner a tract of one hundred and fifteen acres of land, More or less, Situated in Frederick County, and described in said Mortgage 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 fully as if here inserted in words and figures.

2 That said Mortgage was executed to secure to your Petitioner the sum of nine hundred dollars with interest from date, which the said Clayton W. Dorsey & Laura O. Dorsey owed your Petitioner, by their promissory note for said amount bearing even date with said Mortgage, payable five years after date with interest from date, the interest payable semi-annually, and which note is filed herewith marked Exhibit No. 2.

3 That said Mortgage contained a proviso that if the said Mortgagors should make default in the payment of said joint note when the same shall become due and payable according to the tenor and effect thereof, or if default shall be made in the payment of the interest, the interest to be paid semi-annually, when the same shall become due and payable according to the tenor and effect of said joint note, or if default shall be made in the payment of any taxes, assessments or dues taxed, assessed, or levied so then in that event it may and shall be lawful for your Petitioner to sell the said Mortgaged premises at public sale at the City Hotel in Frederick City, Md. after giving at least three weeks previous notice by advertisement in one or more newspapers printed in Frederick, of the time, place, manner & terms of Sale, in such terms as your Petitioner should deem most advantageous for all parties interested.

4 That the said Mortgagors did make default in the payment of the interest on said note when due and payable according to the tenor of said promissory Note and the provisions of said Mortgage, whereupon your Petitioner by virtue of the power of sale contained in said Mortgage after filing his bond with approved security as required by law and after giving more than three weeks previous notice of the time, place, manner & terms of Sale by advertisement in the Examiner a Newspaper published in Frederick County and by hand bills extensively circulated, he did pursuant to said notice attend at the City Hotel in Frederick City, Maryland, on Saturday the 29th day of January A. D. 1887, at two o'clock P. M. and there and there offered said real estate at Public Sale to the highest bidder and sold the same to William Wilcox he being the highest and best bidder therefor at and for the sum of Twelve hundred dollars

County

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