No. 5848 Equity.

John R. Rouzer and Van B. Oeler Mortgagees of John Rouzer and Emma K. Rouzer his wife vs Petition	No. 5848 Equity. In the Circuit Court for Frederick County sitting as a Court of Equity.

To the Honorable the Judges of the Circuit Court for Frederick County sitting as a Court of Equity.

1st. The petition and report of sales of John R. Rouzer and Van B. Oeler Mortgagees of John Rouzer and Emma K. Rouzer his wife of Frederick County, Maryland, respectfully reports unto your Honors, that on the 6th day of December 1888, the said John Rouzer and Emma K. Rouzer his wife, Executed their deed of Mortgage conveying to the said John R. Rouzer and Van B. Oeler certain real estate situated in Frederick County, Maryland, for the purpose of indemnifying and saving harmless the said John R. Rouzer and Van B. Oeler from all loss, costs, suits, charges damages and Expenses by reason of their being surety for the said John Rouzer on a promissory note for the sum of Eight thousand five hundred dollars, payable to the First National Bank of Frederick, Maryland in six months from date and by them signed December 3 1888, or any renewal of the same or part of the same on which they might be sureties for the said John Rouzer, all of which will fully appear by reference to a certified copy of said Mortgage filed herewith marked Exhibit No 1. to this Report of sale which Exhibit with such other Exhibits as the petitioners may file herewith, they pray may be taken as a part hereof.

2d. That the first note as above stated was signed on the 3d day of December 1888, and was from time to time thereafter renewed, the last renewal being on the 8th day of December 1890, that said note became over due and payable and these petitioners were called on to pay the same the said John Rouzer having neglected and failed to do so, which renewal note was paid by these petitioners on the 19th day of June 1891, and is filed herewith as Exhibit No 2. to this Petition. That the said John Rouzer was unable to meet said note because of financial embarrassment he having just prior to said 19th day of June 1891 assigned all his property to a Trustee.

3d. That there was a power of sale in said mortgage in words following "But if the said John Rouzer shall fail to pay or return the notes aforesaid so that the said John R. Rouzer and the said Van B. Oeler shall become liable therefor of which default demand being made by the said First National Bank of Frederick upon the said John Rouzer for the payment thereof it is hereby declared shall be evidence, then it shall be lawful for the said John R. Rouzer and the said Van B. Oeler the sureties on said promissory note or their personal representatives or assigns, sell the said Mortgaged premises at Mechanicstown, Frederick County Maryland by public auction for cash after having first given at least thirty days public notice of the time, place, manner and terms of sale in one or more newspapers printed