No. 5874 Equity

Hundred dollars, on the said 29th. day of September 1884 in order to secure the payment of said promissory note in one year from its date with the interest that might accrue thereon, in conjunction with his wife Ann E. Harbaugh Executed their deed of Mortgage conveying to the said Warner T. Grimes certain real estate situated in Frederick County aforesaid, which promissory note is filed herewith as Exhibit No 1 to this Bill, and which Exhibit, with all other Exhibits the plaintiff may file herewith, he prays may be taken and considered as a part hereof as fully as if hereinsetted in words and figures,

2nd That in said Mortgage there was a power of sale authorizing and empowering the said Warner T. Grimes if default should be made in the payment of the said indebtedness and the interest thereon when it should become due and payable to sell said Mortgaged premises at Mechanicstown in Frederick County aforesaid by public Auction for Cash after giving at least three weeks public notice of the time, place, manner and terms of sale in one or more newspapers published in Frederick County at least once a week for three successive weeks prior to the day of sale for the purpose of paying said Mortgage debt, All of which will fully appear by reference to a certified Copy of said Mortgage as recorded among the Land Records of Frederick County filed herewith marked Exhibit No 2. Exhibit No. 1.

3rd That the said Isaac D. Harbaugh became a default in the payment of said indebtedness of One hundred dollars and there is now due the principal sum of said promissory note and interest thereon from January 29th 1888 all of which is now due to your petitioner and unpaid. Exhibit No. 2.

4th That by reason of said default and by the terms and provisions of said Mortgage the said Warner T. Grimes having been authorized and empowered to exercise the power of sale contained in said Mortgage, on the 7th day of September 1891. he filed with the Clerk of your Honorable Court and in the Clerks Office of the Circuit Court for Frederick County his bond for the sum of four hundred dollars conditioned for the faithful discharge of his trust in making sale of said real Estate, which bond was duly executed and filed according to law - that he then proceeded to advertise said real Estate at public sale in Mechanicstown Frederick County, Maryland, by publication in the Catoctin Clarion, a newspaper published in Frederick County once a week for three successive weeks prior to the day of sale, giving notice of the time, place, manner and terms of sale as provided in said Mortgage, and also by handbills, and on Saturday the 3rd day of October 1891 at the hour of 3 o'clock P.M. according to said advertisement he attended at the public Square in Mechanicstown, Frederick County, Maryland, and offered said real Estate described in Exhibit No 2 at public Auction to the highest bidder and sold the same consisting of a parcel of land containing thirteen acres and one hundred and twelve square perches of land, more or less situated on the road leading from Sabillasville to Buena Vista about 1/4 of a mile from Sabillasville in Frederick County, Maryland and fully described in said Exhibit No 2, to one Clara A. Working at and for the sum of five hundred and fifty dollars Cash on the ratification of said sale by the Court, she being the highest and best bidder therefore, and your petitioner took a certificate of purchase for said sale signed by the said Clara A. Working and her husband John C. Working, to which is attached a Copy of said advertisement, and which is filed herewith as Exhibit No 3 to the report of sale. And your petitioner prays that said sale be ratified and confirmed by your Honorable Court, all of which is respectfully submitted

Warner T. Grimes