No. 5867 Equity

Charles V. S. Levy assignee of Mortgage from Charles H. M. Eyler and Sarah E. Eyler his wife to John J. Strom on Petition,

No. 5867 Equity

In the Circuit Court for Frederick County as a Court of Equity.

To the Honorable the Judges of said Court. The Petition and Report of sale of Charles V. S. Levy assignee of Mortgage from Charles H. M. Eyler and Sarah E. Eyler his wife to John J. Strom, respectfully states

1. That on the twenty fifth day of March in the year Eighteen hundred and ninety a Certain Charles H. M. Eyler and Sarah E. Eyler his wife by their deed of Mortgage duly Executed, Acknowledged and recorded Conveyed Certain real Estate in Frederick County to a Certain John J. Strom to secure the payment of the Mortgage debt of one thousand and fifty-Eight dollars and seventy-five Cents therein mentioned which deed of Mortgage Contains a provision that if default should be made in the payment of said Mortgage debt or in the payment of the interest thereon annually then it should be lawful for said John J. Strom to sell said Mortgaged property for Cash after giving at least twenty days notice in some newspaper published in Frederick County of the time, place and terms of said sale and to apply the proceeds of sale as set forth in said Mortgage and power of sale all of which will more fully appear from a Certified Copy of said Mortgage herewith filed as part hereof marked Exhibit No. 1. Exhibit No. 1

2. That on the twenty-third day of June A. D. 1890 said John J. Strom duly assigned to your petitioner said Mortgage and the Mortgage note therein recited to secure the payment of a note of Eight hundred and fifty dollars due your petitioner by said John J. Strom and the interest thereon, which assignment of said Mortgage was duly recorded as will appear from said Exhibit No. 1.

3. That the note due your petitioner by said John J. Strom is over due and neither the principal nor any part thereof, nor the interest or any part thereof has been paid and your petitioner thereby became entitled to proceed to Collect said Mortgage and Exercise the power of sale therein Contained, a default having also been made by said Mortgagors, the interest being over due and unpaid.

4. That default having been thus made your petitioner after having given bond as required by law and after having given notice of the time place and terms of sale by advertisement inserted in "the Weekly News" a newspaper published in Frederick County, for more than three successive weeks prior to the day of sale and also by handbills circulated in the vicinity of the mortgaged property, did in pursuance of such notice attend in front of William J. Cramer's store in Creagerstown on Friday the eleventh day of September A. D. 1891 at eleven O'Clock A. M. and then and there proceeded to sell the tract of land described in said Mortgage by metes and bounds and courses and distances and containing thirty and one fourth acres of land to the highest bidder for Cash and then and there