No. 5853. Equity.

Mordecai C. McKinney administrator &c. vs. Emanuel Sauble & wife.

In the Circuit Court for Frederick County sitting as a Court of Equity
No. 5853.

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

The Report of Mordecai C. McKinney, attorney acting under the power of sale contained in the Mortgage filed among the proceedings in this cause to make sale of certain Real Estate therein mentioned respectfully shows that after giving Bond with security for the faithful discharge of his trust as required by law and giving notice of the time, place, manner and terms of sale by advertisement in the Carroll News, a newspaper printed at Union Bridge in Carroll County and in the Frederick Citizen a newspaper printed at Frederick City in Frederick County for more than three successive weeks before the day of sale, and by hand-bills extensively circulated throughout said Counties he did pursuant to said notice attend on the premises situate in Frederick County, on the Public Road leading from Johnsville (by way of Clemons Store) to McKinneys mills in Carroll County, and distant from Johnsville about one and a half miles on Saturday the 26th day of September in the year Eighteen hundred and ninety one at one O'clock P.M. and then and there proceed to sell said property your attorney acting under the power of sale aforesaid and at the time and place aforesaid offered at Public Sale all the Real Estate, mentioned in and conveyed by said Mortgage and situate as above stated, containing one hundred and forty-two acres two Roods and ten perches of land, more or less but did not sell the same, the highest bid therefore being the sum of Thirty two dollars and fifty Cents, per acre which your attorney did not consider adequate to the same.

Your attorney further reports, that since the day of sale aforesaid to wit on the 3rd day of October 1891, he sold said property at private sale to Abel G. Sauble, at and for the sum of five thousand two hundred and fifty dollars ($5250.00), to be paid in Cash on the first of April 1892, without interest, which he believes to be the best price that can be obtained for said property. The purchaser has paid the sum of Four hundred Dollars in Cash, as a forfeit and indemnity against loss, all of which is respectfully submitted.

Mordecai C. McKinney
attorney named in Mortgage

Exhibit "A."

Exhibit "B."

State of Maryland,
Carroll County, Sct.

On this sixth day of November Eighteen hundred and Ninety one personally appeared before me, the subscriber, a Justice of the