

## No. 6113. Equity.

- and a certified copy of which assignment appears on Exhibit No. 1, to this Petition and Report of Sale,
- 5th That by reason of said default and because of said payment and assignment to the said John E. Mottu, he became authorized and empowered to sell at public Auction for Cash the real Estate described in Exhibit No. 1.
- 6th And this petitioner further represents that the said John Cross being indebted unto the said Andrew J. Wilcoxon and Frederick A. Markey partners trading as Wilcoxon and Markey by his promissory note for the sum of twenty five dollars and thirty cents with interest from date, payable in six months from date, on that 27<sup>th</sup> day of April in the year 1889 executed his deed of mortgage to secure the payment of said promissory note at its maturity, conveying to them the real estate described in Exhibit No. 1, in which there was a power of sale authorizing the said Wilcoxon & Markey to sell said real estate at public Auction on there being a default in the payment of said promissory note at its maturity, all of which will appear by reference to a certified copy of said mortgage filed herewith as Exhibit No. 4 to this petition and Report of Sale,
- 7th That the said John Cross made a default in the payment of said promissory note when it becomes due and payable, and on the day of March it was assigned to the said John E. Mottu for value received by the said Andrew J. Wilcoxon as the surviving partner of the said firm of Wilcoxon and Markey, which note is filed herewith marked Exhibit No. 5 to this Bill
- 8th That on the said 27<sup>th</sup> day of March A.D. 1893 the said Andrew J. Wilcoxon, as said surviving partner, assigned the above mentioned mortgage to the said John E. Mottu as will appear by reference to Exhibit No. 4
- 9th That both said notes filed as Exhibit No. 3 & 5 to this petition and Report of Sale are now due and unpaid and they are the property of the said John E. Mottu.
- 10th That by the terms of said mortgages above mentioned the said John E. Mottu as assignee thereof has the right and authority now to sell the real Estate therein described, and he has proceeded to execute said power of sale.
- 11th That after giving a bond for the faithful discharge of his duty in making said sale as required by the Statutes of Maryland in such case made and provided, which bond was duly approved according to law and filed in the office of the Clerk of the Circuit Court for Frederick County, and after giving notice of the time, place, manner and terms of sale in the Examiner a newspaper published in Frederick County (and by hand bills) once a week for three successive weeks before the day of sale, gave petitioners on Thursday the 20<sup>th</sup> day of April in the year 1893 attendance at the City Hotel in Frederick City Frederick County being sold at the hour of eleven and a half o'clock according to said advertisement and then and there offered at public Auction said above mentioned mortgaged property consisting of a house and lot situated on the north side of west Fifth Street on the west corner of Klunkharts

Exhibit No. 1