

No. 6408. Equity.

Attorney, &c. and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice appears by the printed Certificate herewith filed to have been given as required by the order nisi; And it is further ordered that the cause be and the same is hereby referred to the Auditor of this Court for the purpose of stating an account, and the Attorney named in said mortgage is hereby allowed the usual Chancery Commissions, the Counsel fees and all Costs and expenses of sale and taxed Costs of Court and all taxes, and the Auditor will report his action to this Court for its further action.

John A. Lynch
Judge of the Civ. Court

Filed June 21st 1895.

No. 6416. Equity.

David E. Winbrenner and Henry Unwogast, Mortgagees of Henry Roberts and Condelia F. Roberts his wife.

on
Petition

No. 6416. Equity.

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

To the Honorable, the Judges of said Court:-

The Report of Sale of David E. Winbrenner and Henry Unwogast, Mortgagees of Henry Roberts and Condelia F. Roberts, his wife, respectfully represents:-

1. That a certain Henry Roberts and Condelia F. Roberts his wife, for the purpose of raising, raising and keeping indemnified the said David E. Winbrenner and Henry Unwogast do purchase upon a certain promissory note to the Farmers & Mechanics National Bank, or order, for the sum of Fourteen Hundred dollars dated on the 31st day of March 1891, or any other note or notes that might at any time be given in renewal thereof or any part thereof, and by their certain deed of mortgage date on said 31st day of March 1891 convey the real estate therein mentioned to the said David E. Winbrenner and Henry Unwogast, which said mortgage is duly recorded in Liber W.S.P. No 14, folios 57 & 6, one of the Land Records of Frederick County, the original whereof is herewith filed as part hereof marked Exhibit No. 1.
2. That among other things it was provided by said mortgage that if the said Henry Roberts should fail to pay said promissory note at maturity, or any renewal thereof, when such note or renewal should become due and payable and payment thereof demanded by the said Farmers & Mechanics National Bank of Frederick, of which failure or default demand being made by said Bank upon the said Henry Roberts for the payment thereof it was declared should be evidence, then it should be lawful for the said Mortgagees to sell the mortgage premises at public Auction