No. 6474. Equity.

to the said Upton Beall by Mrs. Mary C. Ball, by deed dated June 22nd 1892 and duly recorded among the land Records of Frederick County, and by Mrs. Nancy Bancroft, administratrix. The property to be sold being the whole of said tracts conveyed as aforesaid less such portions thereof heretofore conveyed to Louis Hill. The improvements consist of a 1½ Story Log and Frame Dwelling House

There is also on the lot a fine orchard of Fruit Trees of various kinds, and a well of good water in the yard.

Possession given immediately.

Terms of sale as prescribed by the Mortgage Cash. A deposit of twenty five dollars will be required of the purchaser at the time of sale. All Conveyancing at the expense of the purchaser

Jacob H. Holbrunner
Mortgagee.

I hereby acknowledge that I have this 13th day of November 1895. purchased of Jacob H. Holbrunner Mortgagee, all that lot of land and premises situate on the Woodsboro, and Creagerstown turnpike, about one half mile west of Woodsboro, adjoining the properties of William Cannacht et. al. being the property described in the annexed advertisement, at and for the sum of Four hundred and Ninety Nine dollars, and upon the terms of sale set forth in said advertisement.

Test. Mrs. E. M. Anders
Geo. Shank. E. M. Anders.

Filed Nov. 29th 1895.

Petition of Mrs. Emma A. Anders, and Court order thereon.

John H. Holbrunner, Mortgagee of Upton Beall. } No. 6474 Equity
on Petition } In the Circuit Court for Frederick County in Equity.

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

The petition of Mrs. Emma A. Anders, in the above Entitled Cause, respectfully shows unto your Honors,

1st. That the real Estate of which Upton Beall died seized and possessed, has been sold under a power of sale contained in a mortgage from said Upton Beall to Jacob H. Holbrunner, as will appear by reference to the proceedings in this cause,

2nd That as alleged in the petition and report of sale of the said Jacob H. Holbrunner, the amount due on said Mortgage debt was the same of Three hundred dollars, with interest from the 4th day of January 1895. whereas, as also appears from said report of sales, the real Estate sold for the sum of Four Hundred and ninety nine dollars, thus having a surplus after the payment of said Mortgage, Costs and Expenses.

3rd That your petitioner had a lien on said real Estate prior to the sale thereof in the shape of a Judgment obtained in