No. 6563. Equity.

Samuel R. Barr, Trustee under a mortgage from Edward S. Cruikshey and wife to the Real Estate and Improvement Company of Baltimore City.

vs.

Petition.

No. 6563. Equity.

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 and report of sales of Samuel R. Barr, Trustee named in a mortgage from Edward S. Cruikshey and Julia E. Cruikshey his wife, to the Real Estate and Improvement Company of Baltimore City, respectfully shows unto your Honors:-

1st That the said Edward S. Cruikshey, being indebted unto the Real Estate and Improvement Company of Baltimore City in the sum of Nine hundred dollars, and for the purpose of securing said indebtedness, and in conjunction with his said wife, Julia E. Cruikshey, on the 1st day of October in the year 1891, execute their deed of mortgage, conveying to the said Real Estate and Improvement Company of Baltimore City, a certain piece or parcel of ground, situate and lying in Frederick County, State of Maryland in the Town of Brunswick, being Lot No. 14 in Block No. 7, as shown on the plat of the Real Estate and Improvement Company's Subdivision of part of Brunswick, and particularly described by courses and distances in said mortgage.

2d, And to which said mortgage there was a Condition annexed that if the said Edward S. Cruikshey, his personal representatives or assigns shall pay on or before the 1st day of September, 1899, the sum of Nine hundred dollars with interest thereon payable monthly at the rate of six per cent per annum, from the first day of September 1891, said payments to be made by monthly instalments of thirteen dollars and fifty cents at least, including interest, beginning for the first instalment on the 1st day of October 1891, and shall make no default in any covenant, agreement or condition of said mortgage, then said mortgage should be void, but in the event of three of the above mentioned monthly instalments being due and unpaid, or of default in any agreement, covenant or condition of said mortgage, the entire mortgage debt intended to be secured by said mortgage should be deemed due and demandable, and Samuel R. Barr, of Baltimore City, as trustee, was by the terms and conditions of said mortgage authorized and empowered to sell and convey the property granted and conveyed by said mortgage, all of which will appear by reference to a Certified Copy of said mortgage herewith filed marked Exhibit "A", and which is hereby prayed to be taken and considered as part of this report of sale.

3d And your petitioner further states that default has been made in the payment of more than three of said monthly instalments successively, and that there is due and owing to said mortgagee on said mortgage the sum of seven hundred and seventy dollars and twenty seven cents, including interest