

No. 7151 Equity

Petition & Report
of Sale.

Mortgage Com.

for the same, she being the highest and best bidder therefor at said sale. That said Mary Seaman the purchaser of said Real Estate has signed a written acknowledgment of such purchase, which is herewith filed as part hereof and marked Exhibit No. 3.

That the amount of the indebtedness intended to be secured by said Mortgage due and owing at the day of Sale was four hundred and thirty eight dollars and the Total amount of Sale herein reported \$461.⁰⁰/₁₀₀

And your orator hereby prays your honors to ratify and confirm said sale and to grant unto your Orator any further relief that may be requisite and just, all of which is respectfully submitted this 9th day of March in the year thirteen hundred.

William H. Smith
Atty for Lewis M. Niddoff
Assignee.

Lewis M. Niddoff, Assignee of
Mary Seaman, Mortgagee of
Elizabeth A. M. Summers and
Otto J. Summers her husband,

"Mortgage Exhibit"

At the request of Mary Seaman the following Mortgage is received for Record and Recorded May 6th 1897. at 3 o'clock P.M.

Test: John L. Jordan, Clerk.

This Mortgage made this 22nd day of April in the year Eighteen hundred and ninety seven by Elizabeth A. M. Summers and Otto J. Summers, her husband of Frederick County, in the State of Maryland. Witness us the said Elizabeth A. M. Summers and Otto J. Summers, her husband by our promissory note bearing even date with this mortgage and payable one year after date, with interest from date, the interest payable semi-annually, stand indebted unto Mary Seaman of said County, and State in the sum of Four hundred dollars. And to better secure of the said sum of money with the interest payable semi-annually to the said Mary Seaman according to the tenor and effect of the promissory note above recited and the said Elizabeth A. M. Summers and Otto J. Summers, her husband, do grant in fee simple unto the said Mary Seaman, all the real estate lying and being in Frederick County, and State of Maryland, containing twenty three acres and nine square perches of land more or less being all that same real estate, which was conveyed to the said Elizabeth A. M. Summers by George W. Bowers and Mary C. Bowers, his wife, by Deed bearing date the 19th day of March A.D. 1888, and duly recorded in Lib. W. J. P. No. 6 folio 660, one of the Land Records of Frederick County, as by reference thereto a more full description of the real estate hereby intended to be conveyed will appear. Provided that if we the said Elizabeth A. M. Summers and Otto J. Summers her husband or either of us, shall pay on or before the 22nd day of April A.D. 1898, to the said Mary Seaman or to her Representatives or assigns the said sum of four hundred dollars, and shall pay the interest thereon semi-annually, according to the tenor and effect of the promissory note above recited, then this mortgage shall be void.

But if default shall be made by us, the said Elizabeth A. M. Summers and Otto J. Summers, her husband in the payment in the payment of the said sum of four hundred dollars or of the interest thereon semi-annually when the same shall become due and payable according to the tenor and effect of the said promissory note, then it may and shall be lawful for the said Mary Seaman her representatives or assigns, and she or they or may and are hereby authorized