

## No. 7324 Equity.

Petition & Report  
of Sale.

respectfully shows unto your Honors:-

That said David Debrauge being indebted unto said Susan R. Bonsal in the sum of Twelve Hundred dollars, on the 5th day of August A. D. 1895, by his promissory note payable unto said Susan R. Bonsal or order, twelve months after date, with interest from date, did, on said 5th day of August 1895, for the purpose of securing the payment of said promissory note at maturity, by his deed of Mortgage duly executed and recorded among the Land Records of said Frederick County in Liber J. J. No. 12 folio 325 &c. convey unto the said Susan R. Bonsal certain real estate situate, lying and being in said Frederick County, it being the same land which was conveyed to said David Debrauge from Peter Shefer, Esq. by deed dated May 1<sup>st</sup> 1880, and duly recorded among said Land Records in Liber A. F. No. 2 folio 120 &c. to which said deed of Mortgage there was a proviso annexed to the effect that if default should be made in the payment of said promissory note at maturity, thereof, then it should be lawful for the said Susan R. Bonsal her personal Representatives or assigns to sell the said property thereby mortgaged at the Court House door in Frederick City, Maryland, for cash after giving at least twenty days notice of the time, place, manner and terms of sale by advertisement inserted in some newspaper published in said Frederick County, Maryland, and such other notice as the Mortgagee shall think proper, and to apply the proceeds of such sale, as set forth in said mortgage, all of which will fully appear by reference to said mortgage herewith filed as part hereof marked Exhibit "A."

2<sup>nd</sup> That the said Susan R. Bonsal departed this life during the summer of 1900, leaving a last will and testament wherein Edward Bowler and Osborne Angle were appointed executors thereof.

3<sup>rd</sup> That the said Edward Bowler and Osborne Angle, executors, aforesaid, for value received, duly assigned said mortgage to your petitioner, said Thaddeus M. Reiser whereby the power of sale contained in said mortgage passed to, and became vested in your petitioner.

4<sup>th</sup> That default having been made in the payment of said promissory note, now long over due, the whole mortgage debt and interest has become due and payable, namely, the sum of twelve hundred dollars, with interest thereon from the 5th day of August 1895.

5<sup>th</sup> That after having filed his duly approved bond to the state of Maryland in the penalty of three thousand dollars, as required by law, and having given notice of the time, place, manner and terms of sale, by advertisement inserted in "The Valley Register" a newspaper published in said Frederick County, for more than twenty days prior to the day of sale a copy of which advertisement is herewith filed annexed to the printers certificate thereof, and by handbills circulated in the vicinity of the mortgaged premises, your petitioner did, in pursuance of said notice, attend at said Court House door in Frederick City, Maryland, on Saturday the 9th day of February, A. D. 1901 at 10 o'clock A. M. and then and there offered said mortgaged property at Public Auction for cash, and sold the same to Edward L. M. Lighter at and for the sum of twenty one dollar per acre, aggregating in the sum of twenty six hundred and eighty eight dollars, he being then

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