

No. 7377 Equity.

Petition & Report of
SalePetition
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In the matter of the Report:-

To the Honorable the Judges of said Court:-

The petition and Report of sales of Lloyd T. Mackell, Jr. and Thos. M. Beir, assignees, of Martha A. Bowles one joint mortgage, and of William A. Koenneberger, assignee of Edward Bowles and Osborne Clarke, executor of Susan R. Bonnell deceased, the other joint mortgage of Jacob Stetly of J. and Annetta Stetly, his wife, acting under a power of sale contained in a mortgage executed by said Jacob Stetly of J. and Annetta Stetly, his wife, to said Martha A. Bowles and Susan R. Bonnell respectfully shows unto your Honors:-

That said Jacob Stetly of J. and Annetta Stetly his wife of Frederick County, Maryland, being indebted unto said Martha A. Bowles by their promissory note dated May 17th 1898, payable twelve months after date to Martha A. Bowles, or order, for eleven hundred dollars, with interest from date, and unto Susan R. Bonnell by their promissory note dated May 17th 1898, payable twelve months after date to Susan R. Bonnell, or order, for the sum of five hundred dollars with interest from date and for the purpose of securing the payment of said promissory notes at maturity, conveyed by way of mortgage dated May 17th 1898, unto said Martha A. Bowles and Susan R. Bonnell certain tracts or parcels of land containing 128 and a half acres and 20 square perches of land, more or less, situated in Johnsville District, Frederick County, Maryland along the public Road leading from Woodboro to Johnsville and about two miles east of New Midway and fully described in said mortgage and to which mortgage there was a condition annexed that if default be made in the payment of said sums of money or the interest thereon to accrue or in any part of either one of them at the time limited for the payment of the same or in any agreement, covenant or condition of said mortgage, then it should be lawful for the said Martha A. Bowles and Susan R. Bonnell or either of them their personal representatives and assigns at any time after such default to sell the said mortgaged property upon giving twenty days notice of the time, place manner and terms of sale in some newspaper printed in Frederick County, all of which will more fully appear by reference to the said promissory notes filed herewith as parts hereof, marked exhibits "M. A. B." and "S. R. B." and by reference to a certified copy of said mortgage from said Jacob Stetly of J. and wife to said Martha A. Bowles and Susan R. Bonnell, herewith filed as part hereof, marked exhibit "J. S. of J."

And said Lloyd T. Mackell, Jr. and Thos. M. Beir, assignees, further report that default having been made by said mortgagor in the payment of said mortgage notes, and the same being now long overdue and unpaid with interest from the 17th day of November 1900, and the said mortgage, as well also said notes having been assigned to your petitioners, Lloyd T. Mackell, Jr. and Thos. M. Beir, as above set forth, and they being desirous to enforce the power of sale as contained in said mortgage, having first filed with the Clerk of your Honorable Court their duly approved bond to the State of Maryland, conditioned as required by law, and having duly advertised the said mortgaged property for twenty days prior to the day of sale in the "Examiner" a newspaper published in said Frederick County, Maryland, as will appear by the printed certificate filed herewith as part hereof, marked exhibit "A" and by bills circulated in the vicinity of the mortgaged property, setting forth the time, place, manner and terms of sale, they did in pursuance of said notice attend in person at the Court House

Exhibit