

No. 7568 Equity.

Rufus H. Davis, Assignee of George J. Andrews
Mortgagee of William H. Thompson and wife

In the Circuit
Court for Frederick
County in Equity

Petition.

Petition & Report
of Sale.

To the Honorable the Judges of said Court

The petition and report of sale of Rufus H. Davis assignee of George J. Andrews
Mortgagee of William H. Thompson and Nettie G. Thompson, his wife, respectfully
shews unto your honors:-

1. That on the 19th day of May in the year 1895 William H. Thompson and
Nettie G. Thompson, his wife of Frederick County executed and delivered to Geo.
J. Andrews of said County a certain deed of mortgage on certain property lo-
cated in Frederick County and containing 17 acres and 35 square perches
of land more or less to secure the payment of a single bill for \$500. pay-
able three years after date by the said William H. Thompson to the said
George J. Andrews with interest and that in said mortgage there was contained a
power of sale authorizing the said George J. Andrews or his assigns in default
of the payment of said sum of money with interest as aforesaid according to the
tenor of said single bill to sell and convey the mortgaged premises at the
Court House door in Frederick for cash or at some other public place in said
County after giving at least twenty days notice of the time, place, manner and
terms of sale in one or more newspapers published in said Frederick County and
that the proceeds of such sale be applied first to the payment of all costs and
expenses of sale secondly to the payment of the single bill aforesaid with
interest and the residue if any to the mortgagors said mortgage being filed
herewith as part hereof marked Exhibit No 1.

2nd. That during the fall of 1901 or thereabout the said George J. Andrews died
intestate still holding the said mortgage, which was wholly unpaid except
as to interest and that J. Mortimer Andrews, his son was appointed his ad-
ministrator by the Orphans Court for Frederick County, by whom with the
sanction and authority of the Orphans Court the said mortgage was duly
assigned to your petitioner for a valuable and consideration.

3. That the single bill was not delivered to your petitioner presumably because the
same had been mislaid and your petitioner has never received the said single
bill, though as the assignment was made after the maturity of the single bill
and the assignment duly recorded the Code provides for the absence of the
single bill in such cases.

4th That the said deed of mortgage was assigned to your petitioner on July 15
1902 and that there had been received by your petitioner no part of the said
sum of \$500. due on said mortgage nor any interest thereon though the
single bill secured thereby is long over due and your petitioner avers
that there has arisen such default in the payment of the said sum
of money as authorized your petitioner as the assignee of the mortgage
to make sale of the mortgaged premises under the power of sale in said
mortgage contained.

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