

No 7753. Equity

John Francis Smith
of
Petitioner

Filed July 11-1904

John Francis Smith
of
PetitionerNo 7753. In Equity -
In the Circuit Court for Frederick
County sitting in Equity.

To the Honorable, the Judge of the Circuit Court for Frederick County: sitting as a Court of Equity: -
The Petition of John Francis Smith, respectfully represents unto your Honor:

That on or about the first day of April A. D. 1904, your petitioner filed in your Honorable Court, a Petition and report of sale, which said sale was made in accordance with a power of sale in a mortgage, and the several assignments thereon in filed herewith as "Exhibit No. 1"

That on the 19th day of April A. D. 1890, Francis Florence Simms, being indebted unto William Ewins in the sum of Two Hundred dollars by her promissory note of that date, payable one year after date, to the said William Ewins, did on said date execute and deliver to the said William Ewins her deed of mortgage to secure the payment of said note together with the interest thereon, conveying unto him the said William Ewins, did on said ^{date} execute and deliver to the said William Ewins her deed of mortgage to secure the payment of said note together with the interest thereon, conveying unto him the said William Ewins, all that tract or parcel of land with the improvements thereon situate lying and being in Frederick County, Maryland, described in a deed from Robert Sims dated December 11th 1890., to Francis Florence Simms, recorded in Liber W. S. S. No. 11, folio 645, one of the Land Records for Frederick County, and to which said deed of mortgage, there was a condition annexed, that if default should be made in payment of said promissory note when due, or in the payment of the interest due thereon, then it should be lawful for the said William Ewins to sell the mortgaged premises, in the manner set forth in said mortgage, and thereafter the proceeds of sale in the manner therein provided.

That default having been made in the payment of said note at maturity, and also in the payment of interest thereon, and the said note and mortgage having been