

No 8309. Equity

Secure the payment of a promissory note for Three Hundred and Twenty Eight Dollars and Eighty Cents, dated on the Eight day of September in the year 1900. Payable to the Said Cornelius Shriner or order one year after date with interest from date, and filed herewith as part of the marked Exhibit B. Conditioned that if the Said Adeline Shriner should pay the said promissory note at maturity and the interest thereon, when due payable then the Said Mortgage should be void and provided further that if the Said Adeline Shriner should fail to pay the said promissory note at maturity and the interest thereon, when due and payable, or part of either, then it should be lawful for the Said Cornelius Shriner to sell the Said Mortgage property, at Hotel Spangler in the town of Emmitsburg in Frederick County, Maryland, by publication for cash, after first giving at least three weeks notice of the time, place, manner and terms of sale in some newspaper published in Frederick County prior to day of sale, and to apply the proceeds of said sale as follows: First to the payment of all costs and expenses attending said sale, including Commission and reasonable Counsel fees, then to the payment of the said Mortgage debt, and the surplus, if any, to be paid to the Said Adeline Shriner.

2. That on the twenty second day of September in the year 1900, the Said Cornelius Shriner assigned the Said Mortgage and endorsed the said promissory note to your petitioner and that your petitioner is now the bona fide owner of the same and for greater certainty in regard to said Allegation your petitioner files herewith as part of the said Mortgage assignment and endorsement on said promissory note marked Exhibits A. & B.

3. That default having been made authorizing the exercise of the power of sale contained in said Mortgage your petitioner filed with the Clerk of the Circuit Court for Frederick County, his bond to the State of Maryland in such sum and with such surety as was approved by the said Clerk, conditioned as required by law in such case made and provided and having given at least three weeks notice of the time, place, manner and terms of sale, by advertisements inserted in the