

No. 6760. Equity.

in and to the land below mentioned, in which mortgage was the following clause or power of sale "Provided also that if default shall be made in the payment of the within noted promissory note, or when the same shall become due and payable by the terms thereof, or if default shall be made in the payment of any one installment of interest when the same shall become due and payable by the terms of said promissory note, then in that event it is agreed that the whole of said mortgage debt shall become due and payable, whether the same has matured or not by the terms of said promissory note, and in the event of default in either particular, it shall be lawful for the said Augusta Bushey her executor, administrator or assigns to sell the said mortgaged premises at Public Sale, at the Court House door Frederick City, Frederick County Maryland, for cash, but before making said sale the said Augusta Bushey her executor, administrator or assigns to send the said mortgaged premises at public sale, at the Court House door in Frederick City, Frederick County, Maryland, for cash, but before making said sale the said Augusta Bushey shall give at least ten days notice of such sale by advertisements in one or more newspapers printed in Frederick City, and such other notice as she or they may think proper of the time, place, manner and terms of sale the proceeds of which sale were to be applied to the payment of all the costs, charges and expenses of sale, including commissions, and reasonable Counsel fees there to the payment of said mortgage indebtedness, including principal and interest at <sup>and</sup> the surplus if any to the said Baker J. Lamar or to his assigns, all of which will appear by reference to Certified Copy of said Mortgage as recorded in the Land Records of Frederick County, filed herewith marked Exhibit No. 1, which Exhibit with such other Exhibits as this Petitioner files herewith it is prayed may be taken, and considered it is prayed may be considered as a part hereof, and your petition also filed herewith said promissory note for fifteen hundred dollars, as Exhibit No 2. to the petition.

Incl. And your Petitioner further reports that on the 18th day of May in the year 1897, the said Augusta Bushey assigned the promissory note and mortgage above mentioned to your Petitioner for value received, all of which will appear by reference to Exhibit 1 & 2, or which said assignment appears  
 20 And your Petitioner further reports that the entire principal sum of said promissory note mentioned in said mortgage is now over due, and is unpaid, and that there is interest due thereon from the 5th day of March in the year 1897.

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