

No. 8474, Equity.

Finally ratified and confirmed, no cause to the contrary  
shewing having been shown, although due notice appears  
by the printer's Certificate herewith exhibited to have been given  
as required by the Order nisi heretofore passed in the  
cause, and the cause is hereby referred to the Auditor of  
the Court, who will state an account in which he allow  
unto the Petitioner, Trustee all expenses of sale for which  
he will produce vouchers, the usual Chancery Commission,  
and also a Solicitor's fee, and he will return his Report  
to this Court for its further action.

John W. Motter,

Filed Nov. 23<sup>d</sup> 1909.

Test: Harry M. Brown, Clerk

No. 8420, Equity.

Petitioner }

Filed May 1 1909.

Frank L. Stoner Assignee of }  
E. Peyton Brown, Assignee of }  
Mary C. Shaul, Assignee of }  
George H. Shaul, Mortgagee of }  
Edward O. Kaku and Annie }  
M. Kaku his wife }

No. 8420, Equity,  
In the Circuit Court  
for Frederick County, sitting  
in Equity.

or  
Petitioner.

To the Hon. the Judge of Said Court:-  
The Petition of Frank L. Stoner assignee of Mortgagee  
respectfully shows:-

1st. That on the 31st day of December, in the  
year A. D. 1899, a certain Edward O. Kaku and Annie  
M. Kaku, his wife executed their deed of Mortgage  
Conveying (all that tract of land described in a  
deed from, A. H. Cizler et al. Trustees to Edward  
O. Kaku. Recorded in Liber, W. S. T. No. 9, folio 620)  
to George H. Shaul, to secure the payment of the sum  
of One hundred and Thirty Seven Dollars, who assigned  
said Mortgage to Mary C. Shaul, who assigned said  
Mortgage to E. Peyton Brown, who assigned the same  
to your petitioner, all of which will appear by reference  
to the original Mtge. herewith filed marked Exhibit No. 1.  
to this petition, That said mortgage contained a  
Covenant, that should the said mortgagors default  
in the payment of the said debt, it should be  
lawful for the Mortgagee to execute the power of