NO. 8690. Equity.

Petition and Report of Sales.

Filed March 30-1911

Charles T.K. Young. Assignee of Mortgagee. Granville M. Smith. Mortgagee of Samuel Countee and Harriet Ann Countee his Wife.	In the Circuit Court for Frederick County. Sitting as a Court of Equity.

To the Honorable, the Judges of said Court:—

The Petition and Report of Sales of Charles T.K. Young. assignee of Granville M. Smith. Mortgagee of Samuel Countee and Harriet Ann Countee his wife. respectfully Shows unto your Honors:—

I.

That on the 23rd day of March in the year Eighteen Hundred and Ninety Eight. the Said. Samuel Countee and Harriet Countee his wife executed their deed of Mortgage to Granville M. Smith upon certain real estate. Situated. lying and being in Frederick County. Maryland. which said mortgage was executed to Secure the payment of a certain Promissory Note executed to the Said Granville M. Smith. or Order for the Sum of Two Hundred and Fifty dollars dollars. with interest from date which said mortgage was duly assigned to this Petitioner on the 25th day February A.D. 1911. and which said assignment to your petitioner is duly recorded in Liber D.H.H. No. 2. folio 339 &c., One of the Land Records of Frederick County. Maryland. and which said original mortgage is herewith filed with this report of Sales. and is prayed to be considered as a part hereof. together with all other exhibits marked exhibit No. 1.

II.

That the said mortgage. executed and recorded as aforesaid, Contained a provision that if default should be made in the payment of said promissory note when the Same should become due and payable. according to the tenor and effect thereof. that it should be lawful for the said Granville M. Smith or his assigns to sell the mortgage premises at public Sale for cash. and apply the proceeds of Sale to the payment first to the payment of all costs. charges and expenses of Sale including chancery Comissions and Counsel fees. Second to the payment of the promissory Note and interest to the day of Sale and the Surplus to the said Samuel Countee.

III.

That the said Samuel Countee and Harriet Ann Countee. his wife did default in the payment of the promissory Note aforesaid. (which is herewith filed marked Exhibit No. 2.) which the said mortgage was given to secure the payment thereof. and it became lawful for this for the said Granville M. Smith or Charles T.K. Young. the assignee of the said mortgage to execute the power of Sale therein