No. 8647. Equity.

Petition.

Filed December 20-1910

Luther H. M. Wachter. Mortgagee of Anna M. Wachter and Ethan A. Wachter her husband. vs. Petition

In the Circuit Court for Frederick County in Equity.

To the Honorable the Judges of Said Court.

The Petition and report of Sale of Luther H. M. Wachter, mortgagee, respectfully Shows:-

1. That on the 14th day of October A.D. 1909, a Certain Anna M. Wachter and Ethan A. Wachter, by their deed of mortgage of Said date did Convey the real estate therein described, Situated in Frederick County in the State of Maryland, to your Petitioner to Secure the payment of their Promissory of even date therewith for the Sum of Eleven Hundred and forty-one dollars and 29 Cents payable to the Said Luther H. M. Wachter, or one year after date with interest from date, payable Semi-annually: which Said mortgage was duly recorded in Liber S.T.H. No 289, folio 177 &c. One of the Land Records of Frederick, and is hereby filed, as part hereof, together with the Said Promissory note: the Said mortgage and note being marked respectively, Exhibits No. 1. and No. 2.

2. That it is provided in the Said mortgage "that if the Said Annie M. Wachter and Ethan A. Wachter Should make default in the payment of the Said Sum of One Thousand one hundred and forty-one dollars and twenty nine Cents ($1141.29) or the thereon, when, when the Same Shall be due and payable according to the tenor of the Said promissory note and the payment Shall be demanded, or in the performance of the covenant herein contained, then it Shall be lawful for the Said Luther H. M. Wachter, his personal representatives or assigns, to Sell the property hereby mortgaged, at public Sale, for cash, on the premises, after having given at least three weeks previous notice of the time, place, manner and terms of Sale by advertisement in Some newspaper published in Frederick County, and to apply the proceeds of Such Sale" as is further provided in Said mortgage.

3. That default was made by the Said Mortgagors, in the payment of the Said Sum of $1141.29, and the interest thereon, according to the tenor of the Said promissory note, and the whole of Said amount is now due and owing to your petitioner by the Said mortgagors, with interest thereon from October 14th A.D. 1909.

4. That default having been made as aforesaid, and demand having been duly made on Said Mortgagors