

EQUITY NO. 9091.

Emory L. Coblentz, assignee of The Walkersville Savings Bank, of Frederick County, Maryland, mortgagee of Mary E. Bruchey, and William D. Bruchey, her husband.

No. 9091 Equity.  
In the Circuit Court for Frederick County, sitting as a Court of Equity.

Petition.

To the Honorable the Judges of the Circuit Court for Frederick County, sitting as a Court of Equity.

The Petition and report of sale of Emory L. Coblentz, assignee of the Walkersville Savings Bank, of Frederick County, Maryland, mortgagee of Mary E. Bruchey and William D. Bruchey, her husband, respectfully represents unto Your Honorable Court--

1. That on the 24th day of August, 1910 a certain Mary E. bruchey and William D. Bruchey, her husband, by their deed of Mortgage bearing said date, conveyed the real estate therein described to the Walkersville Savings Bank of frederick County Maryland, to secure the payment of a promissory note given by the said Mary E. Bruchey and husband to the said Walkersville Savings Bank of Frederick County Maryland, said note bearing date August 24th 1910, payable six months after date for the sum of fourteen hundred and fifty (\$1450.00) dollars with interest after maturity at the rate of 5 $\frac{1}{2}$ % per annum, interest payable semi-annually, all of which will fully appear by reference to the said original mortgage and the original mortgage note filed herewith marked Exhibit "A" and "B" respectively, which together with all other exhibits herewith filed, it is prayed may be taken and considered as a part hereof by your Honorable Court.

2. That said mortgage so given to secure the payment of said mortgage note, together with said mortgage note, was on the 9th day of October A. D. 1913, duly assigned to your petitioner for the purpose of foreclosure, as will appear by reference to said exhibit "A".

3. That it is providee in said Mortgage "That if default be made in the payment of the promissory note aforesaid at maturity, or of any renewal thereof when such renewal note shall be mature and be payable, or in the performance or fulfillment of any covenant or agreement contained herein, then and in either case it shall be lawful for the said Walkersville Savings Bank, of Frederick County, Maryland, or its assignee, or for Cephas M. Thomas as trustee, to sell the said property and premises hereby mortgaged at the Court House door in Frederick City, Maryland by public auction for cash after having first given at least three weeks notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, once a week, prior to date of sale, and to apply the proceeds of such sale" as provided in said mortgage

4. That default was made by the said mortgagors in the payment of the said promissory note for the said sum of Fourteen Hundred and fifty (\$1450.00) Dollars, with interest from the 24th day of August A. D. 1913, and the whole of said amount is due and now owing by the said mortgagors to your petitioner as assignee of said mortgage, with interest as aforesaid.

5. That default having been made as aforesaid it became lawful for your petitioner or as assignee of said mortgage to foreclose the same and your petitioner first