

NO. 9140 EQUITY.

EDWIN C. MARKELL, ASSIGNEE OF
MARTIN A. CASTLE, MORTGAGEE OF
JOHN B. STEVENS.

NO. 9140. In the Circuit Court
for Frederick County, Maryland

ON
PETITION.

setting as a Court of Equity.

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

The petition and report of sale of Edwin C. Markell, Assignee of Martin A. Castle, mortgagee of John B. Stevens, respectfully represents unto Your Honors--

That a certain John B. Stevens resident of Frederick County, Maryland, being indebted unto a certain Martin A. Castle, resident of Frederick County, Maryland, for money loaned in the sum of Five Hundred Dollars executed and delivered unto the said Martin A. Castle his promissory note dated August 1st, 1913, payable one year after date, at six percent per annum, the interest payable semi-annually, for said sum of money, as will appear by reference to said promissory note herewith filed as a part hereof, marked Exhibit A.

That to secure the payment of said sum of money as evidenced by said Promissory note the said John B. Stevens executed and delivered unto said Martin A. Castle as mortgagee certain lots of ground with improvements thereon, situated in the village of Mt. Pleasant, in Frederick County, Maryland, and consisting of first, one and one half acres of land improved with a dwelling house and other buildings, being the same property described in the deed from John C. Motter and William P. Maulsby, Jr., trustees in No. 4985 Equity, to John B. Stevens dated April 9th 1888, and recorded in liber W. L. P. No. 6 folio 160 one of the land records of Frederick County, Maryland and second an undivided one-third interest in a parcel of land and dwelling house thereon, containing 83 $\frac{3}{4}$ square perches more or less, being the same real estate described in the deed from Henry Bimbrink and Wife to John B. Stevens and Theodore A. Stevens, dated April 10th 1875, and recorded in liber T. G. NO. 2 folio 175, one of the land records of Frederick County Maryland, as will appear by reference to a duly certified copy of said Mortgage as recorded in Liber H. W. B. No. 305 folio 248 & W., one of the land records of Frederick County, Maryland, filed herewith as a part hereof and marked exhibit B.

That the said Martin A. Castle transferred and assigned said promissory note and mortgage securing the same unto your petitioner Edwin C. Markell, for value received, on the date January 13th 1914 as will appear by reference to said Exhibit A and Exhibit B.

That said mortgage contained a clause which provided "that if default be made in the payment of said promissory note at maturity or in the payment of any installment of interest when the same becomes due according to the tenor of said promissory note 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 Martin A. Castle, his personal representatives or assigns to sell the said property and premises hereby mortgaged in front of the Court House door in Frederick city, Maryland, at public auction for cash, after having given at least three weeks notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, Maryland, once a week prior to the date of sale," as will appear by reference to said Exhibit B.

That default was made by said Mortgagor in the payment of the semi-annual interest due on said promissory note payable on the date february 1st, 1914, and there is now due unto your petitioner as assignee, the sum of five hundred dollars with interest due from the date August 1st, 1913. And your petitioner further reports that having first filed with the Clerk of your Honorable Court his duly approved bond in the penalty of \$2500.00 and having given at least three weeks notice of the time, place, manner and terms of sale in "The Daily News" and in "The Weekly News" newspapers