

NO. 8486 EQUITY.

Charles A. Norwood, Mortgagee of
Charles C. Tebbetts and Minnie V.
tebbetts, his wife.

No. 8426 equity.
In the Circuit Court for
Frederick County, sitting
as a Court of Equity.

ON

Petition

To the Honorable, the Judges of said Court!

Your Petitioner, Charles A. Norwood of Frederick County in the State of Maryland, respectfully shows unto Your Honors,

1 That a certain Charles C. Tebbetts and Minnie V. tebbetts, his wife, being indebted unto him, the said Charles A. Norwood, in the sum of six thousand and five hundred dollars (\$6,500.--) on and by their joint and several promissory note bearing date July 10th, A.D. 1906, with interest thereon from date at the rate of five per centum per annum, executed their mortgage on the real estate hereinafter described for the purpose of securing the payment of the said sum of money, and the interest thereon, according to the tenor of said promissory note, which mortgage also bears date July 10th, A.D. 1906, and is of record in Liber S.T.H., No. 275, Folio 402 &c., one of the Land records of said County, all of which will fully appear by reference to said note and to a certified copy of said mortgage, filed herewith as exhibits Nos. 1 and 2, respectively, which exhibits, together with others herewith to be filed, are prayed to be considered a part of this report as if set forth in words and figures.

2 That by the conditions of said mortgage, in case of any default in the payment of the said sum of money when the same became due, or in the payment of the interest thereon when and as the same became due, according to the tenor of said promissory note, or in case of any other default in the performance of the several covenants and agreements in said mortgage contained, it then became lawful for the said Charles A. Norwood to sell the property so mortgaged and to apply the proceeds of sale to the payment of the expenses of said sale in the first place, then to pay the mortgage debt, including all interest due and not paid, and to pay the surplus, if any, over to the said Charles C. Tebbetts, his heirs or assigns.

3 That the property so mortgage consists of a farm containing, according to the deeds, two hundred and thirty-four acres, one rood and twenty-five square perches, more or less, situated in Woodville election district, No. 18, in Frederick County aforesaid, on the public road leading from Linganore store to Woodville, adjoining the lands of Charles B. Sappington, William Aldridge, John L.S. Aldridge, Gurney Molesworth and others, conveyed to the said Charles C. Tebbetts as set forth in exhibit No. 2 aforesaid.

4 That a default did occur in the payment of the money aforesaid, and the interest thereon, according to the tenor of said promissory note, authorizing the said Charles A. Norwood as mortgagee to sell the property mortgaged,-- Wherefore Your said Petitioner, the said Charles A. Norwood, gave notice by advertisement in the Weekly News, a newspaper published in Frederick County, for more than twenty days prior to the day of sale, as shown by the certificate of the publisher of said newspaper filed herewith as exhibit No. 3, and by hand bills extensively circulated and posted, and, having first filed in the office of the Clerk of Your Honorable Court a bond in the penalty of fourteen thousand dollars for the faithful performance of the trust reposed in him, which bond was duly approved by said Clerk, he attended on the premises aforesaid on Saturday, May 8th, A.D. 1909 at the hour of 2 o'clock P.M. the time and place mentioned in said advertisement, and offered said property for sale at public sale, having first announced that the growing wheat and corn crops were reserved for the time, and then and there sold said real estate, reserving the growing wheat and corn crops, to a certain A. E. L. Leckie, attorney, at and for the price of thirty-sev-