

## NO. 9248 EQUITY.

Samuel R. Barr, Trustee, named in a mortgage from Benjamin H. Nelson and Mary M. Nelson, his wife, to the Real Estate and Improvement Company of Baltimore City

No. 9248 Equity.  
In the Circuit Court for  
Frederick County in Equity.

on  
Petition.

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

The petition and report of Samuel R. Barr, trustee named in a mortgage from Benjamin H. Nelson and wife to the Real Estate and Improvement Company of Baltimore City, respectfully shows unto Your Honors--

First--That on the 31st day of October in the year 1904, Benjamin H. Nelson and Mary M. Nelson, his wife, executed their deed of mortgage to the Real Estate and Improvement Company of Baltimore City to secure a loan of Two Hundred and Fifty Dollars, (\$250.00) by which deed of Mortgage, which is recorded in liber S. T. H. No. 270 folio 61ko., one of the land records of Frederick County, State of Maryland, on the road from Bartholows to Kemptown, and being part of the tract of land called "Dorsey's Search" contained within the following courses and distances, Beginning at the end of the third line of the Benjamin H. Nelson lot and running North forty-six (46) degrees, West nine and three-fourths ( $9\frac{3}{4}$ ) perches, then North thirty-seven (37) degrees East eighteen perches, to the county road; then with said road South forty-seven (47) degrees East eight (8) perches to the end of the second line of said Benjamin H. Nelson's lot then with said third line South thirty-one (31) degrees, eighteen (18) perches to the beginning. Containing one (1) acre of land more or less. And being the same property conveyed unto the said Benjamin H. Nelson by Eliza Jane Burgee et. al., and to which said deed of mortgage there was a condition that if the said mortgagors their heirs &c., should pay on or before the first day of September, in the year 1912, to the mortgagee, said sum of Two Hundred and Fifty Dollars, (\$250.00) with interest thereon payable monthly, at the rate of 6 % per annum from the first day of September, 1914, said payments to be made in monthly installments of at least three dollars and seventy-five cents (\$3.75) including interest, beginning for the first installment on the first day of October, 1904 and should make no default in any agreement, covenant or condition of this mortgage, then the same should be void. And it was further agreed among other things, that in the event of three of the above mentioned monthly installments being due and unpaid the entire mortgage debt should be deemed to be due and demandable, and said presents are declared to be in trust, and Samuel R. Barr, of Baltimore City was authorized and empowered to sell the property therein granted, or so much thereof as might be necessary, and to convey the same to the purchaser or purchasers thereof, which sale should be made upon giving at least twenty days notice of the time, place, manner and terms of sale, in some newspaper published in Frederick County, and to apply the proceeds of sale in the manner in said mortgage set forth. All of which will fully appear by reference to a certified copy of said mortgage herewith filed as exhibit B. H. N. and which, together, with all other exhibits herewith produced it is prayed may be taken and considered as part of this petition and report.

2d. That more than three of the above mentioned monthly installments having become due and unpaid and the time limited in said mortgage for the payment of said mortgage debt having expired and the same not having been paid, the said Samuel R. Barr, trustee, became by the terms of said mortgage, authorized and empowered to sell said real estate at public sale, as provided by the terms of said mortgage, and being requested so to do by the mortgagee, he, the said Samuel R. Barr,