NO. 9254 EQUITY.

Samuel R. Barr, Trustee named in a mortgage from John Day and Bertha M. Day, his wife, to The Real Estate and Improvement Company of Baltimore City.

on

Petition.

No. 9254 Equity.
In the Citcuit Court for Frederick County, in Equity.

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 John Day and Bertha M. Day, his wife, to The Real Estate and Improvement Company of Baltimore City, respectfully shows unto Your Honors--

1st. That the said John Day and Bertha M. Day, his wife, being indebted unto The Real Estate and Improvement Company of Baltimore City in the sum of Fifteen Hundred Dollars,($1500.) did on the 22d of March, in the year 1911, to secure the payment of said indebtedness, execute to said Real Estate and Improvement Company of Baltimore City their deed of mortgage bearing date on said day, and which is duly recorded in liber H. W. B. No. 295 folio 240 one of tje land records of Frederick County; which by deed of mortgage they conveyed unto said Real Estate and Improvement Company all that piece or parcel of ground situate in the town of Brunswick, Frederick County, Maryland, being the whole of lot No. 262 and 261 East of Mapel Avenue, in C. M. WEnner's Second Addition to Brunswick, Beginning on the North Margin of East Fifth street at a stone planted at the end of the first line in a deed from William A. Wood and wife to Ernest Day and wife, beating date on the 18th day of Juhe 1909, and recorded in liber S. T. H. No. 286 folio 545, one of the land records of Frederick County; said point being South seventy-nine (79) degrees East eighty-five (85) feet from the South west corner of said lot No. 261, and running thence North ten and one-quarter (10¼) degrees East one hundred and fifteen and one-half (115½) feet to a planted stone, thence North eighty-one and one-Quarter (81¼) degrees west, sixty-two (62) feet to a stone, thence North eleven and one-quarter (11¼) degrees East, thirty-one (31) feet to intersect the northern line of said lot No. 261 on the South side of a(12)foot alley; thence Easterly along the South side of said alley one hundred and seventy (170) feet, more or less, to Linden avenue, thence in a Southw sterly direction along the west side of Linden Avenue to the North Margin of Fifh street; thence Westerly along the North Margin of Fifth street fifty-one and three tenths (51 3/10) feet to the place of beginning, 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 February in the ydar 1919 to the mortgagee, said sum of Fifteen Hundred dollars, ($1500) with interest th reon payable monthly at the rate of 6 % per annum from the 1st day of February 1911, said payments to be made in monthly installments of at least twenty-two dollars and fifty cents including interest, beginning for the first installment on the 1st day of MArch 1911, and should make no default in any agreement, conenant or condition of said 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 due and demandable, and said presents were declared to be in trust, and Samuel R. Barr of Baltimore City was authorized and empowered in said event to sell the mortgaged property, or so much thereof as might be necessary, in the man-