

## NO. 9311 EQUITY.

W. Scott Kefauver, mortgagee of  
John E. Smothers and Julia A. Smothers,  
his wife.

No. 9311 Equity.

In the Circuit Court for Frederick County, sitting as a Court of Equity.

On

Petition.

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

The petition and report of sales of W. Scott Kefauver, mortgagee of John E. Smothers and Julia A. Smothers, his wife, respectfully represents unto Your Honorable Court--

(1) That on this 11th day of March, A. D. 1901, a certain John D. Smothers and Julia A. Smothers, his wife, by their deed of mortgage bearing said date, conveyed the real estate therein described to W. Scott Kefauver, to secure the payment of a promissory note given by the said John E. Smothers and Julia A. Smothers, his wife, to the said W. Scott Kefauver, said note bearing date the 11th day of March, 1901, payable twelve months after date, for the sum of One Hundred and Fifty-eight dollars, (\$158.00) for value received, with interest from date, all of which will fully appear by reference to a certified copy of said original mortgage and the original mortgage note filed herewith marked exhibits 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 it is provided in said mortgage "that if default be made in the payment of the promissory note aforesaid at maturity, then it shall be lawful for the said W. Scott Kefauver, his personal representatives and assigns to sell the said property, in Burkittsville District, Frederick County, 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 once a week prior to the date of sale, and to apply the proceeds of such sale" as provided in said mortgage.

(3) That default was made by the said mortgagors in the payment of the said promissory note for the sum of \$143.00 (certain small Payments on said note having reduced the said note to the above sum from the original amount of \$158.00) with interest from the 11th day of March, 1914, and the full and just sum of \$152.43 is now due and owing by the said mortgagors to Your petitioner.

(4) That default having been made as aforesaid, it became lawful for your petitioner, as mortgagee, to foreclose the said mortgage, and your petitioner first filed his bond as required by law in the office of the Clerk of the Circuit Court for Frederick County, Maryland, which said bond was duly approved by said Court, and having given at least three weeks previous notice of the time, manner and terms of sale by advertisement in the Valley Register, a newspaper published in Frederick County Maryland, once a week for three successive weeks prior to the date of sale, as appears from the printer's certificate filed herewith as a part thereof, your petitioner did attend in front of M. L. Horine's store, in Burkittsville, Frederick County Maryland, on Saturday April 17th, 1915 at the hour of 2 o'clock P. M., the time and place mentioned in the advertisement, and then and there offered for sale at public auction to the highest bidder for cash, the second parcel of real estate described in said mortgage, and being all that piece or parcel of mountain land, containing 10 acres and 30 square perches of land, more or less, and more particularly described in a deed from W. Scott Kefauver and wife to the said John E. Smothers, dated the 9th day of March 1901, and recorded in liber D. H. H. No. 11, folio 41 one of the land records of Frederick County, and did then and there sell the same to Hamilton W. Shafer, he being the highest and best bidder therefor, at and for the