

NO. 9144 EQUITY.

Emory L. Coblentz, assignee of Ada Devries
Mortgagee of Berthiar O. Frizzell, and Mary
Cora Frizzell, his wife.

No. 9144 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 sale of Emory L. Coblentz, assignee of Ada devries, mortgagee of Berthiar O. Frizzell and Mary Cora Frizzell his wife, respectfully submits unto Your Honorable Court--

That on the first day of October, in the year 1888, a certain Berthiar O. Frizzell and Mary Cora Frizzell, his wife, by their deed of Mortgage, bearing said date, conveyed the real estate therein described to Abner C. Devilbiss, of Frederick County State of Maryland, to secure the payment of a promissory note given by the said Berthiar O. Frizzell and Mary Cora Frizzell his wife, to the said Abner C. Devilbiss, said note bearing date the first day of October, in the year 1888, payable two years after date, for the sum of \$5,000.00 with interest from date, at the rate of five per cent per annum, the interest payable annually, and which said mortgage was first duly assigned to Lydia A. Devilbiss by Edwin Devilbiss, executor of the last will of Abner C. Devilbiss, deceased, said assignment bearing date the 10th day of August, 1893 and subsequently assigned to the said Ada Devries by Edwin Devilbiss, executor of the last will and testament of Lydia A. Devilbiss, said assignment being date the 25th day of June, in the year 1896, all of which will more fully appear by reference to said original mortgage and said original mortgage note filed herewith marked exhibits A. and C. respectfully, which, together with all other exhibits filed herewith, may be taken and considered as a part hereof by Your Honorable Court.

2nd. That the said mortgage so given to secure the payment of said mortgage note, together with said mortgage note was on the 26th day of January A. D. 1914, duly assigned to Your petitioner for the purpose of foreclosure, as will appear by reference to said Exhibit A.

3rd. That it is provided in said Mortgage "That if default shall be made in the payment of the money aforesaid, or the interest thereon at the time or in the manner according to the tenor and effect of said promissory note or in the performance of any covenant herein contained, then it shall be lawful for said Abner C. Devilbiss, his personal representatives or assigns to sell the said mortgaged premises at the City Hotel in Frederick City by public auction for cash, after giving notice of the time, place manner and terms of sale by advertisements inserted in some newspaper printed and published in Frederick for at least three successive weeks before the day of sale, and apply the proceeds of such sale" as provided in said mortgage.

4th. That default was made by the said mortgagors in the payment of the said promissory note for the sum of \$5,000.00 with interest from the first day of April A. D. 1912, subject to a credit of \$150.00 on account of said interest; and the whole of said amount, subject to said credit, is now due and owing by the said mortgagors to your petitioner as assignee of said mortgage, with interest as aforesaid.

5th. That default having been made as aforesaid it became lawful for your petitioner as assignee of said mortgage to foreclose the same, 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 was duly approved by said Clerk, and after having given three weeks previous notice of the time, place, manner and terms of sale, by advertisement in the Daily News, a newspaper published in Frederick county 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 hereof, your petitioner did attend in front of the City Hotel in Frederick City, Frederick County, Maryland, on Saturday March 14th at the hour of 11 o'clock A. M., the time and place mentioned in said advertisement and then and there offered for sale at public auction to the highest bidder for cash the real estate described in said mortgage, to wit, "All that real