

NO. 9353 EQUITY.

Frederick Welty, Assignee of Mortgage from
Francis E. Kreitz and Sarah Kreitz, his wife,
to J. Edwin Payne and Margaret C. Payne, his
wife.

No. 9353 Equity.

In the Circuit Court for Frederick
County, sitting as a Court of Eq-
uity.

ON

Petition.

To the Honorable the Judges of said Court--

The petition and Report of Sale of Frederick Welty, Assignee of Mortgage from Francis E. Kreitz and Sarah Kreitz, his wife, respectfully represents--

1. That on the fourth day of April in the year 1904, a certain Francis E. Kreitz, and Sarah Kreitz his wife, by their deed of mortgage, duly executed, acknowledged and recorded, conveyed unto the said Edwin Payne and Margaret C. Payne, his wife, certain real estate, described therein and situated in the town of Emmitsburg, and State of Maryland, to secure the payment of a promissory note or single bill, for the sum of Twelve Hundred and Fifty Dollars, of even date with said mortgage payable three years after date with interest from the 1st day of April, in the year 1904, at five per cent, per annum, the interest to be paid annually, conditioned that if the said Francis E. Kreitz should pay to the said mortgagees the promissory note or single bill aforesaid at maturity with the interest thereon, then the said mortgage should be void, and provided that if default should be made in the payment of the money aforesaid, or of the interest thereon at the time or in the manner aforesaid, then it should be lawful for the said mortgagors to sell the said mortgaged real estate in front of the Emmit House, now New Hotel Slagle, in Emmitsburg, by public auction for cash after having first given at least three weeks notice of the time, place, manner and terms of sale, in some newspaper printed in Frederick County once a week for three successive weeks prior to the day of sale and to apply the proceeds arising from such sale to the payment in the first place of the expenses attending said sale, including reasonable counsel fees and commissions, and then to the payment of the said promissory note or single bill and all interest due thereon, and the surplus if any over to the said Francis Kreitz, all of which will more fully appear from a certified copy of said mortgage and also from said promissory note or single bill both of which are herewith filed as part of this petition and Report of Sale marked respectively Exhibits Nos. 1 and 2.
2. That the said Francis E. Kreitz, on the 2nd day of March, in the year 1908, paid fifty dollars of the principal of said debt and on the 1st day of November, in the year 1910, paid three hundred and fifty dollars more of said principal, leaving a balance of Eight Hundred and fifty dollars still due and unpaid and that the interest thereon has been paid to the 3rd day of March in the year 1914, and that on the 14th day of July, in the year 1915, the aforesaid mortgage and promissory note or single Bill were duly assigned to Your Petitioner for the purpose of foreclosure, as will appear from said Exhibits Nos. 1 and 2.
3. That default having been made in the payment of the balance of said mortgage debt and the interest thereon from the 3rd day of March, in the year 1915, your petitioner thereupon having first filed his bond to the State of Maryland in such sum and with such surety as was approved by the Clerk of the Circuit Court for Frederick County, conditioned as required by law in such case made and provided, and having given at least three weeks notice of the time, place, manner and terms of sale in the Weekly Chronicle, a newspaper printed in Frederick County, by advertisements inserted therein once a week for three successive weeks prior to the day of sale and also by handbills extensively posted in the neighborhood of said property and elsewhere, did, in pursuance of said notice attend at the former Emmit House, now New Hotel Slagle, in Emmitsburg, Maryland, on Saturday the 7th day of August 1915, at the hour of 2 o'clock P. M., and then and there proceeded to sell said real estate and sold the same to Howard J. Gladhill he being then and there the highest and best bidder therefor, at and for the sum of Eleven Hundred and Fifty Dollars (\$1150.00) cash, and took his written acknowledgment of purchase filed herewith as part hereof marked Exhibit No. 3.
4. That your petitioner reports his said sale to Your Honorable Court for ratification and prays the Court to ratify the same and distribute the proceeds of sale and for such other and further relief as he may be entitled to.