

NO. 9356 EQUITY.

E. McClure Rouzer, Assignee
of Mortgagee.

on

Petition.

No. 9356 Equity. In the
Circuit Court for Frederick
County.

In Equity.

To the Honorable, the Judges of the Circuit Court for Frederick County--

The petition and Report of Sales of E. McClure Rouzer, Assignee of Joseph Englar, mortgagee, in a mortgage from P. Hanson Hiss Dundan, respectfully represents unto Your Honorable Court--

1. That on the 3rd day of November, A. D. 1913, certain P. Hanson Hiss Dundan, by his deed of Mortgage bearing said date, conveyed the real estate therein described to Joseph Englar, his personal representatives and assigns, to secure the payment of two promissory notes for \$1,000.00 each given by the said P. Hanson Hiss Dundan to the said Joseph Englar, said notes bearing date the 3rd day of November, 1913, the one payable on May 1st, 1914, and the other on November 1st, 1914, for value received, with interest from date, at six per cent, all of which will more fully appear by reference to said original mortgage and the original mortgage notes filed herewith marked Exhibit A, B, C. 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 the said Joseph Englar, mortgagee in said mortgage duly assigned the same for value to the said E. McClure Rouzer, under date of June 21st 1915, as will more fully and at large appear by reference to said assignment on the back of said original mortgage.
3. That it is provided in said mortgage that "if default be made in the payment of said money or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Joseph Englar, his personal representatives and assigns, or E. McClure Rouzer, their attorney or agent, at any time after such default to sell the property hereby mortgaged upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Frederick County, and such other notice as by the said mortgagee, his personal representatives or assigns may be deemed expedient."
4. That default was made by the said mortgagor in the payment of said promissory notes hereinbefore mentioned and the full and just sum of \$1,352.38, being mortgage debt and interest calculated to July 15th 1915, is due and owing by said mortgagor to your petitioner, as will more fully and at large appear by reference to sworn statement of mortgage debt filed herewith and marked exhibit D.
5. That default having been made as aforesaid, it became lawful for your petitioner, as assignee of mortgagee, to foreclose 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 more than twenty days previous notice of the time, manner and terms of sale by advertisement in the Catoctin Clarion, a newspaper published in Frederick County Maryland, once a week for three successive weeks prior to the date of sale, as appears from the printers certificate filed herewith as part hereof, your petitioner did attend in front of the Court House, in Frederick City, Frederick County, Maryland, on Saturday, August 14th 1915, at the hour of eleven 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, being all those several parcels of mouhyain land, aggregating 155 acres of land, more or less, and more particularly described in said mortgage, dated and recorded as aforesaid, and did then and there sell the