

him with a surety or sureties to be approved by the Court or the Clerk thereof in the penalty of One Hundred dollars conditioned for the satisfactory performance of the trust reposed in him by this decree or which may be reposed in him by any further order or decree in the premises; and, on payment of the whole purchase money and not before the said trustee by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser of the said property, the property to them sold free, clear and discharged of all claim of the parties to this cause and any person or persons claiming by, from or under them; and the said trustee shall bring into this Court the money arising on such sale or sales to be disposed of under the direction of this Court the understanding being that the purchaser Henry T. Johnson, is to be at the expense of these proceedings and it is accordingly so ordered, by the authority aforesaid.

Glenn H. Worthington

Filed March 10, 1913.

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THOMAS CLINTON MATENY, ASSIGNEE,

VS.

MAUD GADNER AND ELMER E. MATENY.

No. 7479 EQUITY.

IN THE CIRCUIT COURT FOR

FREDERICK COUNTY, sitting

in Equity.

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TO THE HONORABLE THE JUDGES OF THE CIRCUIT COURT FOR FREDERICK COUNTY SITTING AS A COURT OF EQUITY:-

The Petition of Thomas Clinton Mateny, Assignee of the Franklin Savings Bank of Frederick, respectfully shows,

1. That on the 28th, day of July, 1891, Emilie Gardner and William, her husband, executed a mortgage in favor of the Franklin Savings Bank of Frederick for the consideration of one hundred dollars to secure the payment of a certain promissory note drawn in favor of said Bank, a renewal of said note being given for the sum of eighty dollars with interest thereon at 6 per cent per annum payable semiannually, as will appear from said Mortgage and note, filed as exhibits A & B respectfully which with all other exhibits are prayed to be taken as part of this petition,
2. That your Petitioner paid the interest on said note for the years 1898, 1899 and 1900,
3. That on the 22nd day of August, 1900, the said Franklin Savings bank by its Secretary, William H. Niedemus, named in the mortgage, duly assigned said mortgage note as will appear by reference thereto,
4. That there remained due and demandable the entire principle on said note and the interest thereon from August, 1898, and that the mortgage debt therefore became due and demandable,
5. That said mortgage contained a power of sale in event of default in payment of either principle or interest on said note,
6. That your Petitioner filed his bond duly approved by the Clerk of the Circuit Court for Frederick County, for the sum of Twelve Hundred (\$1,200.00) Dollars,
7. That your Petitioner then proceeded to sell the real estate mentioned in said mortgage, having first given proper notice of the time, terms, manner and place of sale required by said mortgage, as will appear by reference to the printer's certificate and a copy of the bills filed in this case and marked Exhibits "C" and "D",
8. That your Petitioner on the 19th, day of March, 1902, in accordance with said notice sold said real estate at public auction to Lorenzo S. Gardner, he being then and there the highest and best bidder, for the sum of Four Hundred and Seventy-five (\$475.00) Dollars, and took his certificate of purchase, filed in the case as Exhibit "E" and made his report of said sale to your Honorable Court on March 27th, 1902,
9. That on the 18th of April, 1902, the said Lorenzo S. Gardner filed his petition to be released as purchaser of said real estate and asked that Maud Gardner be substituted purchaser in his stead, said Maud Gardner also filed her petition to the same purpose, and your Petitioner assenting thereto, it was by this Court ordered and adjudged that Lorenzo S,