

1. That Ann R.Hinner, Elizabeth Hinner, Mary J.Hinner and Julia Ann Miller, being indebted to the said James T.Hays upon their promissory note, bearing date the 28th. day of November, 1899, in the sum of seven hundred and fifty dollars, payable one year after date with interest thereon, and to better secure the payment of the said note at maturity and the interest thereon when due and payable, the said Ann R.Hinner, Elizabeth Hinner, Mary J.Hinner and Julia Ann Miller executed a deed of mortgage on said date, to the said James T.hays, in which said mortgage William F.Miller, the husband of the said Julia Ann Miller also joined, conveying certain real estate situated in Frederick County, State of Maryland, containing one hundred and thirty acres of land, more or less, fully described in the said mortgage there was a condition annexed, that if default be made in the payment of the said mortgage debtor the interest thereon at the time limited for the payment of the same, then it shall be lawful for the said James T.hays to sell the said mortgaged property by public auction for cash, after giving at least three weeks notice of the time, place, manner and terms of sale as provided therein and to apply the proceeds of sale as set out in said mortgage, all of which will fully appear by a duly certified copy of the said mortgage as recorded among the land records of Frederick County, herewith filed as part hereof, marked Exhibit No.1 and the mortgage note also herewith filed as part hereof, Marked Exhibit No.2.
2. That default having been made in the payment of the said mortgage debt and the interest thereon, and in the terms and conditions of the said mortgage authorizing the said sale, whereupon your petitioner filed his bond duly approved in the office of the Clerk of the Circuit Court for Frederick County and advertised the said mortgaged property as provided in the said mortgage and sold the same to Irwin Valentine on the 9th. day of February, 1907, which said sale was duly reported to your Honorable Court but on objections being filed to the ratification of the same your Honorable Court on hearing the objections filed did on the 13th. day of April, 1907, set aside the said sale to the said Irwin Valentine and ordered a re-sale of the said property, on the terms and conditions set out in the said mortgage, as fully appears by the papers in this cause.
3. That by virtue of the said power of sale in said mortgage contained and pursuant to the said order of your Honorable Court, passed on the said 13th. day of April, 1907 your petitioner re-advertised the said Mortgaged property in the emmitsburg Chronicle, a newspaper published in Frederick County and by hand bills extensively circulated in the vicinity of the said property for more than three weeks prior to the sale thereof, as appears by the printer's certificate herewith filed as part hereof, marked Exhibit "E.C." and pursuant to the said notice attended on the premises on the said 11th. day of May, 1907, (Saturday) at 2 O'Clock P.M. and then and there offered the said real estate to the highest and best bidder therefor and sold the same to Julia A.Miller at and for the sum of seventeen dollars and five cents per acre, reserving the tenant share of the growing crops on the said farm and the right to cut and harvest the same, and took from the said purchaser a certificate of purchase which is herewith filed as part hereof marked Exhibit J.A.M.
4. That the said purchaser has not yet complied with the terms of sale and paid all of the purchase money therefor but promises to do so on the ratification of the said sale by your Honorable Court.
5. That the entire principle of the said mortgage note is over due and unpaid and the interests thereon from the 28th. day of November 1894 and that the aggregate amount of the said sale is twenty two hundred and sixteen dollars and fifty cents (\$22 16.50), and your petitioner prays that the said sale may be ratified.
- All of which is respectfully submitted &c.

Vincent Sebold
Attorney for Petitioners.