

Building Association, a body corporate, as above reported to him be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice has been given, as appears by the printers Certificate herewith filed. And the matter is hereby referred to the Auditor of this Court to state an account.

Glenn H. Worthington .

Filed May 9th, 1913.

Geo. A. Pearre Jr. Assignee of
Annie M. E. Grove, of the Mortgage
of Harriet L. Nichols and Charles
E. Nichols, her Husband.

On.

P E T I T I O N .

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No. 9405 EQUITY.
In the Circuit Court for Frederick
County, Maryland in Equity.

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TO THE HONORABLE THE JUDGES OF SAID COURT!

The Petition and Report of Sale of Geor. A. Pearre Jr. Assignee of the Mortgage as herein after mentioned and described, respectfully shows unto your Honors!:-

1st. That by a certain deed of Mortgage dated May 22nd 1902 and of record in Liber D.H.H.No.14, folio 383 &c. one of the Land records of Frederick County Maryland, and also recorded in Liber T.D. No.23 folio 98 &c. one of the Land Records of Montgomery County Maryland, a certain Harriet L. Nichol and Charles E. Nichols, her husband, conveyed to Hiram J. Grove, the real estate and premises therein described, and herein after mentioned, to secure the payment of a Single Bill of the said Harriet L. Nichols and Charles E. Nichols for the sum of (\$2400.00) Twenty Four Hundred Dollars, and bearing the same date as said Mortgage, and payable to the said Hiram J. Grove or order, one year after date, with interest thereon from date, at the rate of five per cent per annum, and payable semiannually, which said Mortgage was duly assigned to Annie M. E. Grove, and by said Annie M. E. Grove Assigned to Geo. A. Pearre Jr., for the Purpose of foreclosure. The originals of which said Mortgage and Single Bill are herewith filed as part hereof and marked Exhibits No.1. and No.2.

2nd. That said Mortgage, among other things, provides, that if default be made in the payment of the said Mortgage debt aforesaid, or of the interest thereon, in whole or in part, when the same shall be due, or in any agreement covenant or condition therein contained, then and in either of said events the entire mortgage debt and interest thereon shall be due and demandable, and it shall be lawful for the said Hiram J. Grove, his Assigns or Geo. A. Pearre, his or their Attorney, who is hereby authorized empowered and directed to do so, to sell the property herein Mortgaged, or so much thereof as may be necessary, in the manner and upon the terms and conditions prescribed by said Mortgage, all of which will fully appear by reference to said mortgage Exhibit No.1.

3rd. That the whole of said Mortgage debt is due, owing and unpaid, with interest thereon from November 22nd 1913. And whereas a default has occurred in the payment of said Mortgage debt and Interest, whereby the said Mortgagee or his assigns, became authorized to execute the power of sale in said Mortgage contained, and whereas the said Mortgage & Single Bill was duly assigned to Annie M. E. Grove, and by said Annie M. E. Grove, duly assigned to Geo. A. Pearre Jr. your Petitioner, by assignment bearing date December 16th 1915, for the purpose of collecting and Foreclosure.

4th. That your Petitioner, being so authorized and empowered to execute said power of sale, as assignee of said Mortgage and the debt thereby secured, and after having filed his Bond, duly approved by the Clerk of the Circuit Court for Frederick County Maryland, as required by law, and after having given previous notice of the time, place, manner and terms of sale, by advertisement of at least 20 days in the Daily News, a news paper published and circulated in Frederick County Maryland prior to the day of sale, and also the hand Bills circulated and posted near the said property to be sold your Petitioner did attend on the premises situated partly in Frederick and partly in Montgomery County Maryland and near Mt Ephraim Frederick County Maryland, on Saturday January 15th 1916 at the hour of 11 O'Clock A.M. that being the time and place mentioned in said Advertisement and then and there offered at public Sale the said Mortgaged Real Estate consisting of a Tract of Land contain-