

Samuel R. Barr, Trustee under a Mortgage from George E. Brooks and wife to The Real Estate and Improvement Company of Baltimore City.

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No. 9553 EQUITY.
In the Circuit Court for Frederick County,
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 and report of Samuel R. Barr, Trustee under a Mortgage from George E. Brooks and wife to The Real Estate and Improvement Company of Baltimore City, respectfully shows unto Your Honors:-

1st.-That on 12th, day of July, in the year 1909, George E. Brooks and Sarah E. Brooks, his wife, being then indebted unto the Real Estate and Improvement Company of Baltimore City in the sum of Five Hundred Dollars (\$500.) executed their deed of Mortgage of that date, conveying unto the said The Real Estate and Improvement Company of Baltimore City all that lot or parcel of land situate, lying and being in the town of Brunswick, Frederick County, State of Maryland, and being known and designated as Lot No. 174 West of Maple Avenue, on the Plat of C.M. Wenner's Second Addition to the town of Brunswick; which said plat is recorded in Liber W.I.P. No. 13, Folio 394 & one of the Land Records of Frederick County; said lot being described as beginning on the South West corner of Sixth Street and the twelve (12) foot alley first West of Maple Avenue (being a point on the south side of Sixth Street one hundred and eighty-seven, (187) feet West of the South West corner of Maple Avenue and Sixth Street) and running thence Southerly one hundred and forty-four (144) feet along the West side of said Alley to the North side of the twelve (12) foot alley first South of Sixth Street; thence Westerly along the North side of said last mentioned alley fifty (50) feet; thence northerly parallel with the alley first mentioned, one hundred and forty-four (144) feet to the South side of Sixth Street; thence Easterly along the South side of Sixth Street fifty (50) feet to the place of beginning; it being the lot or parcel of ground previously conveyed unto the said George E. Brooks by The Roy B. Wenner Company, a body corporate, by deed bearing date on the 17th day of July, in the year 1909, and recorded in Liber S.T.H. No. 287, Folio 405, one of the Land Records of Frederick County; in which said mortgage it was provided that if the said George E. Brooks, his heirs, personal representatives or assigns, should pay on or before the 1st day of July, in the year 1917, to The Real Estate and Improvement Company of Baltimore City the said sum of Five Hundred Dollars (\$500.), with interest thereon payable monthly at the rate of 6% per annum from the 1st day of July, A.D. 1909, said payments to be made in monthly instalments of at least Seven Dollars and Fifty Cents (\$7.50), including interest, beginning for the first installment on the 1st day of August, A.D. 1909, and should make no default in any agreement, covenant or condition of said Mortgage, then the same should be void; but it was further provided that in the event of three of the above mentioned monthly installments being due and unpaid, or of default in any agreement, covenant or condition of said mortgage, the entire mortgage debt intended to be secured thereby should be deemed due and demandable, and said presents were declared to be in trust and Samuel R. Barr, of Baltimore City, was authorized and empowered to sell the property thereby granted, or so much thereof as might be necessary, and to convey to the purchaser or purchasers thereof; said sale to be made in the manner in said mortgage directed, and the proceeds of