

J. Marshall Miller, Trustee named in
the Mortgage from Kenneth W. Young
and Nellie May Young, his wife, to
The Frederick Town Savings Institution.

on
P E T I T I O N.

No. 9766 E Q U I T Y.
In the Circuit Court
for Frederick County,
Maryland, sitting as a
Court of Equity.

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To the Honorable, the Judges of said Court:-

THE Petition and report of Sale of J. Marshall Miller, Trustee named in the Mortgage from Kenneth W. Young and Nellie May Young, his wife, to the Frederick Town Savings Institution, respectfully represents unto your Honors:-

That a certain Kenneth W. Young and Nellie May Young, his wife, residents of Frederick City, Frederick County, Maryland being indebted unto The Frederick Town Savings Institution in the sum of thirteen hundred dollars, current money, executed and delivered to it their deed of mortgage June 19th. 1913, in which they granted and conveyed unto said mortgagee a certain parcel of real estate being the Eastern half of Lot No. 26, in Block No. One on the Plat of the Frederick City Manufacturing and Development Company's North West Addition to Frederick, said Eastern half of said Lot fronting 20 Feet on West Fifth Street, on the South side thereof, in Frederick City, Maryland, being the same real estate as described in the Deed from Michael J. Houff and wife to Kenneth W. Young and wife dated May 15th. 1913, and recorded in Liber H.W.B. No. 204, one of the Land Records of Frederick County, Maryland, said mortgage being recorded in Liber H.W.B. No. 305, folios 196 etc. one of the Land Records of Frederick County, Maryland, a duly certified copy of which is herewith filed as a part hereof and marked "Exhibit A".

That said mortgage provided that in the event of a default made by the said mortgagors in the payment of the said promissory note secured thereby it would be lawful for J. Marshall Miller, as the Trustee, to sell the real estate conveyed by said mortgage at public sale for cash or on other terms in the discretion of said Trustee, as will fully appear by reference to said "Exhibit A".

That default was made in the payment of said promissory note and the said Kenneth W. Young and wife are indebted thereon to the said The Frederick Town Savings Institution in the sum of thirteen hundred dollars with interest due thereon from the date November 11th. in the year 1916, as will by reference to the last renewal of said promissory note filed herewith as a part hereof and marked "Exhibit B". That the said mortgage having called upon your petitioner to exercise the power of sale contained in said mortgage for its benefit, the said Petitioner having filed his duly approved Bond with the Clerk of your Honorable Court in the penalty of five thousand dollars, and having duly advertised the time, place, manner and terms of sale for at least three successive weeks by insertions three times a week in "THE DAILY NEWS", a newspaper published in Frederick County, Maryland, prior to said sale did attend in person at the Court House door, in Frederick City, in Frederick County, Maryland, April 8th at the hour of 11 o'clock a.m. and then and there offered said real estate so conveyed by said mortgage at public sale and sold the same unto William C. Roderick and Minnie J. Roderick, his wife, of Frederick City, Maryland, at and for the sum of seventeen hundred and fifty dollars, and upon the terms of sale as contained in said advertisement (the printers certificate of which advertisement is herewith filed as a part hereof and marked "Exhibit C",) they being then and there the highest and best bidders therefor. And your petitioner further reports that the said purchasers complied with the terms of sale and have paid unto your Petitioner the sum of one hundred dollars as a part payment on said purchase price and have signed a memorandum of sale promising to pay the residue upon the ratification of said sale by your Honorable Court:-

And your Petitioner reports his gross amount of sales to \$1750.00
Wherefore your Petitioner prays your Honors to ratify and confirm his sale as above reported.

And as in duty bound, etc.

Jacob Rohrback
Solicitor for Trustee.

J. Marshall Miller
Trustee named in the Mortgage.