

alley; thence Westerly along the North side of said alley, fifty (50) feet to the East side of the fifteen (15) foot alley first mentioned; thence Northerly along the North side of said alley, one hundred and fifty (150) feet to the place of beginning; it being the real estate conveyed unto the said William M. Barker by Minnie M. Barker et al., by deed bearing date on the 6th day of November, in the year 1902, and recorded in Liber D.E.H. No. 15, folio 460, one of the Land Records of Frederick County.

3d. That in said mortgage it was provided that if the said William M. Barker, his heirs, personally, representatives, or assigns, should pay on or before the 1st day of August, in the year 1921, to the said The Real Estate and Improvement Company of Baltimore City, the said sum of Seven Hundred and Fifty-one Dollars and Fifty Cents (751.50), with interest thereon payable monthly at the rate of 6% per annum from the first day of August, A.D. 1913; said payments to be made in monthly installments of at least Eleven Dollars and Thirty Cents (\$11.30), including interest, beginning for the first installment on the 1st day of September, A.D. 1913, and should make no default in any agreement, covenant or condition of said mortgage, then the same should be void; but it was further agreed, by the terms of said mortgage, 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 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 so mortgaged, or so much thereof as might be necessary, and to convey the same to the purchaser or purchasers thereof, as in said mortgage provided.

3d. That there was a default in said mortgage, in that more than three of the monthly installments mentioned remained due and unpaid, and still so remain, although the time for payment thereof has long since passed.

4th. That after such default, the said Samuel R. Barr, the Trustee named in said mortgage, proceeded to exercise of the power of sale in said mortgage contained, filed his duly approved bond, as required by law, as will appear by reference to No. 20002 Private Trusts in your Honorable Court, entered on Private Trusts Record No. 3, Folio 70, and recorded in Bond Record E.C.H. No. 1, Folio 153; and advertised said property to be sold at public sale, at the store of William L. Gross, in Brunswick, Frederick County, Maryland, on Monday, the 11th day of March, 1918, at the hour of 11.30 o'clock A.M., by advertisements inserted in the Brunswick Blade Times, on February 14th, 21st and 28th, respectively, 1918, and on March 7, 1918; but just prior to said sale, to wit, on the 6th day of March, in the year 1918, the said Samuel R. Barr, departed this life, and hence was unable to fully exercise said power of sale and sell said property on the day advertised for the sale of the same; and by his death, said trustee ship has become vacant, and there is now no person authorized and empowered to carry out said trust or exercise the power of sale in said mortgage contained.

5th. That the said Samuel R. Barr was the executive or official in charge of the matters and affairs of petitioner, a body corporate, and has been succeeded in that respect by William M. Kenney who now has charge of the same. That your petitioner is advised that your honorable Court will not permit a trust to fail for want of a trustee, and suggests and recommends said William M. Kenney as a proper person to be appointed Trustee to exercise said power of sale and carry out the trust created by the mortgage aforesaid.

WHEREFORE your petitioner prays your honors to appoint some suitable person Trustee in the room and stead of said Samuel R. Barr, deceased, to make sale of the mortgaged real estate, and carry out the trust created by the mortgage aforesaid; and secondly for such further or other relief as the nature and equity of the case may require.

And as in duty, etc.

Geo Dobbin Penniman
Vice President.

John S. Newman
Soli for Petitioner

State of Maryland, Baltimore City, to-wit:-

I hereby certify that on this 21st day of March, in the year Nineteen Hundred and Nineteen, before me the subscriber, a Notary Public of the State of Maryland, in and for the city of Baltimore personally appeared George Dobbin Penniman, Vice President of The Real Estate and Improvement Company of Baltimore City, and made oath in due form of law that the matters and things stated in the foregoing petition are true as therein set forth, to the best of his knowledge and belief.

Witness my hand and Seal Notarial the day and date above written.

Geo. W. Haulenbeck,
Notary Public

My Commission Expires May 1st, 1918

