

No. 10470 EQUITY.

Clarence M. Phleeger,  
Mortgagee of Lucinda  
Phleeger,

ON PETITION.

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No. 10470 Equity.  
In the Circuit Court for  
Frederick County, sitting  
as a Court of Equity.

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TO THE HONORABLE, THE JUDGES OF SAID COURT; -

The Petition of Clarence M. Phleeger, the Mortgagee in the hereinafter mentioned Mortgage from Lucinda Phleeger to the said Clarence M. Phleeger, respectfully shown unto your Honors; --

1. That a certain Lucinda Phleeger, late of Frederick County, deceased, during her lifetime, being indebted unto Clarence M. Phleeger, of Frederick County, Maryland, in the sum of Five Hundred Dollars (\$500.00) executed her two notes for the said sum of money, the first on the first day of January, in the year 1918, and the second on the 31st day of July, in the year 1919, each for the sum of Two Hundred Fifty Dollars (\$250.00) and each payable six months after date, for the purpose of securing the payment of the said promissory notes, she executed and delivered unto the said Clarence M. Phleeger, her two Deeds of Mortgage, granting and conveying unto the said Clarence M. Phleeger as Mortgagee a certain lot or parcel of land situate, lying and being on the North side of East Main Street in Middletown, Frederick County, Maryland, and more particularly described in a deed from Charles E. Ifert and Susan E. Ifert, his wife, to Lucinda Phleeger dated the 30th day of March, 1905, and recorded in Liber H.W.B. No. 312, folio 168, one of the Land Records of Frederick County, which said Mortgages are filed herewith as parts hereof and marked Exhibits A. and B. the first of said Mortgages being dated the 1st day of January, 1918, and recorded in Liber No. 323, folio 419, etc., and the second dated the 31st day of July, 1919, and recorded in Liber No. 330, folio 13, etc.
2. That there is still due and owing your Petitioner at this time on the first of said mortgage notes the sum of \$250.00 with interest at 5% from January 1st, 1918, and on the second of said notes the sum of \$250.00 with interest at 5% from July 31, 1919, as will appear by reference to the first of the said promissory notes filed herewith as a part hereof and marked Exhibit C, and by reference to the hereinbefore mentioned second mortgage filed herewith as a part hereof and marked Exhibit B, the said mortgage note having been lost.
3. That there is in the said mortgages, Exhibits A and B, a provision that if default be made by the said mortgagor in the payment of the said promissory notes at maturity or in the payment of any installment of interest when the same becomes due, it shall be lawful for your Petitioner to sell the said real estate described and conveyed by said mortgage at public sale on the premises in Middletown, Frederick County, Maryland, for cash, after first giving at least three weeks' public notice in some newspaper published in Frederick County, Maryland, prior to the day of sale of the time, place, manner and terms of sale, and said default having been made in the payment of the principal and interest of the same promissory notes, your petitioner became duly authorized to execute the power of sale contained in said mortgage by reason of said default.
4. That your petitioner having first advertised said real estate for more than three successive weeks in the Valley Register a newspaper published in Frederick County, Maryland, setting forth the time, place, manner and terms of sale, as will appear by reference to the Printer's Certificate filed herewith as a part hereof and marked Exhibit D, and after having filed a duly approved bond, offered said real estate at public sale on the premises in Middletown, Maryland, on Saturday, November 19th, at the hour of 2.00 o'clock p.m., and then and there sold the same unto Edith Fink, of Frederick County, Maryland, she being then and there the highest and best bidder therefor, at and for the sum of Eighteen Hundred Ninety Dollars (\$1890.00), which purchaser has fully complied with the terms of sale and signed a memorandum of purchase which is filed herewith as a part hereof marked Exhibit E. Your Petitioner reports the gross amount of sale to be \$1890.00,