No. 10620 Equity.

mortgage from Mary M. Stephens to the said John S. Mason, respectfully shows unto your Honors;--

(1) That a certain Mary M. Stephens, of New Market, Frederick County, Maryland, being indebted unto John S. Mason in the sum of Thirteen Hundred Dollars ($1300), executed her note for the said sum of money on the 19th day of September, A.D. 1921, payable twelve months after date, and for the purpose of better securing the said promissory note, and the said Mary M. Stephens executed and delivered unto John S. Mason her deed of Mortgage granting and conveying unto the said John S. Mason, as Mortgagee, a certain lot or parcel of land situate, lying and being in New Market, Frederick County, Maryland, it being all the same land occupied by the said Mary M. Stephens for a period of approximately 40 years and being a part of the Estate of Samuel Stephens as described in the Will of the said Samuel Stephens, dated the 28th day of July, A.D. 1854, and recorded among the Will Records of Frederick County in Liber G.H. No. 1 folio 86, which said mortgage is dated the 19th day of September, 1921, and recorded in Liber No. 337, folio 111, etc, one of the Land Records of Frederick County, and is filed herewith as a part hereof Marked Exhibit "A".

(2) That the said John S. Mason departed this life on or about the 5th day of February, 1922, and the said Mortgage, sebsecuent to said death, has been duly assigned by Titus L. Mason, duly qualified Executor in the Estate of the said John S. Mason, deceased, to Leslie N. Coblentz and T. Lyde Mason, Jr. for the purpose of foreclosure, authority having been first obtained by the said Titus L. Mason, Executor, from the Orpahns Court of Frederick County to foreclose the said mortgage for the benefit of the said Estate of John S. Mason.

(3) That there is still due and owing your Petitioners as Assignees of Mortgagees at this time on the said mortgage note, the full sum of $1300.00, with interest at 6% per annum, from September 19th, 1921, the note evidencing this fact having been lost or mislaid.

(4) That there is in said mortgage, Exhibit "A", a provision that if default be made by the said Mortgagor in the payment of said promissory note at maturity, or in the payment of any istallment of interest when the same shall become due, it shall be lawful for your Petitioners as Assignees to sell the said real estate described and conveyed by said mortgage at publ c sale on the premises at New Market, Frederick County, Maryland, for cash, after giving at least 3 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 payments of the principlk and interest of said promissory note, your Petitioners became duly authorized to exercise the power of sale contained in said Mortgage by reason of said default.

(5) That your Petitioners, having first advertised said real estate for more than three successive weeks in the Frederick Post, a newspaper published in Frederick County, Maryland, setting forth the time, place, manner and terms of sale, as will appear by the Printers Certificate filed herewith as a part hereof and marked Exhibit "B", and having filed their bond, duly approved by the Clerk of the Circuit court for Frederick County, offered the real estate at Public Sale on the premises in New Market, Frederick County, Maryland, on Thursday, October 26th, at the hour of 3 o'clock p.m. and then and there sold the same to Edgar L. Grimes and Lillian A. Grimes, his wife, at and for the sum of Two Thousand Dollars ($2,000.00), which purchasers have fully complied with the terms of sale and signed a memorandum of purchase, which is filed herewith as a part hereof marked Exhibit "C".

Yor Petitioner report the amount of sale to be Two Thousand Dollars ($2,000.00), and pray that your Honorable Court may ratify and confirm the sale as above reported.

And as in duty bound, etc.

Leslie N. Coblentz
T. Lyde Mason
Assignees of Mortgagee.