

No. 10984 Equity.

Calvin N. Stem, Mortgagee of	"	No. 10984 Equity
Upton E. Harbaugh,	"	
	"	In the Circuit Court
On.	"	for Frederick County,
P E T I T I O N.	"	Maryland, sitting as a
	"	Court of Equity.
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To the Honorable, the Judges of the Circuit Court for Frederick County, Maryland, sitting as a Court of Equity;-

The Petition and Report of Sale of Calvin N. Stem, acting under the Power of Sale in the Mortgage executed by Upton E. Harbaugh, to him, the Petitioner, respectfully represents unto your Honors;-

That a certain Upton E. Harbaugh, resident of Hauvers District, in Frederick County, Maryland, being indebted unto your Petitioner in the sum of six hundred dollars, for current money loaned by your Petitioner unto him on the date September 19th, in the year 1910, executed and delivered unto your Petitioner his promissory note for said sum of \$600.00, dated September 19th, 1910, payable to your Petitioner one year after date, with interest from date, at 5½%, as evidences by said promissory note filed herewith as a part hereof, and marked "Exhibit A".

That for the purpose of securing the payment of said promissory note said Upton E. Harbaugh, an unmarried man, executed and delivered unto your Petitioner his deed of mortgage, dated September 19th in the year 1910, whereby and wherein he granted and conveyed unto your Petitioner as Mortgagee, several tracts or partes of tracts of land situated in Hauvers District, in Frederick County, Maryland, as more particularly described in the said deed of mortgage, a duly certified copy of which as found recorded in Liber H.W.B. No. 293, at folios 328, etc., one of the Land Records of Frederick County, Maryland, is herewith filed as a part hereof and marked "Exhibit B".

That there is a provision in said mortgage as follows; "Provided that if default be made in the payment of the aforesaid promissory note at maturity, then it shall be lawful for the said C. N. Stem or his executors to sell the property hereby Mortgaged at public sale on terms that the Court may decree after having given notice at least twenty days, of manner, place and terms of such sale, in some newspaper, published in Frederick County once a week prior to the day of sale;-all of which will more fully appear by reference to said "Exhibit B".

That the said Upton E. Harbaugh did make default in the payment of said promissory note, "Exhibit A", and there is now due thereon unto your Petitioner at this time the sum of four hundred and ninety seven dollars, and eighty-five cents, to the date August second, in the year 1924, as appears from said "Exhibit A".

That your Petitioner having first given public notice at least twenty days of the time, place, manner and terms of sale in "The Semi-Weekly News", a newspaper published in Frederick County, Maryland, as will appear by the Printer's Certificate filed herewith as a part hereof marked "Exhibit C", and having filed his duly approved Bond with the Clerk of the Circuit Court for Frederick County, Maryland, in the penalty of two thousand dollars, your Petitioner did attend in person on the premises in Hauvers District, in Frederick County, Maryland, on Thursday, July 24th, 1924, at the hour of 12.30 o'clock p.m., and then and there offered at public sale the mortgaged real estate and sold the woodland consisting of thirty-eight acres and sixty-two perches, more or less, to C.E. Shindler at and for the sum of three hundred dollars, he being then and there the highest and best purchaser for the place, and sold the real estate consisting of twenty-two acres and one hundred and eighteen perches, more or less, unto S.M. Pryor, at and for the sum of nine hundred and five dollars, he being then and there the highest and best bidder therefor.

And, your Petitioner further reports that both of said purchasers have complied with the terms of sale and have signed written memorandums of purchase.

And, your Petitioner reports his gross amount of sales to be \$1205.00.