

No. 11087 Equity.

Edgar H. McBride, Assignee
of Commercial State Bank,
Assignee of Casper E. Cline,
Mortgagee of Samuel J. Glad-
hill and Addie F. Gladhill,
his wife.

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No. 11087 Equity.

In the Circuit Court

For Frederick County.

In Equity.

On.

P E T I T I O N.

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To the Honorable, The Judges of said Court;

The Petition and Report of Sales of Edgar H. McBride, Assignee, respectfully represents unto your Honorable Court;

FIRST. That on the 23rd day of May in the year 1924, Samuel J. Gladhill and Addie F. Gladhill, his wife, executed their deed of mortgage conveying certain real estate to Casper E. Cline of Frederick, Maryland, subject to a prior mortgage thereon of Twenty-five Thousand Dollars (\$25,000.00) also bearing date of May 23, 1924, recorded in the Land Records of Frederick County, Maryland, the said mortgage to Casper E. Cline being given to secure the payment of their promissory note of even date herewith and payable to the order of the said Casper E. Cline, payable six months after date, the said promissory note being filed herewith as Exhibit No. 1, to this Petition and Report of Sales and the said mortgage being filed herewith as Exhibit No. 2 to this Petition and Report of Sales, said mortgage being recorded in Liber No. 347, folio 526, etc., one of the Land Records of Frederick County, Maryland; which mortgage was, by assignment dated October 17, 1924, duly assigned to the Commercial State Bank of Frederick, Maryland, said assignment being recorded in the Land Records of Frederick County, Maryland, and which was by the Commercial State Bank of Frederick, Maryland, Assigned, duly assigned to Edgar H. McBride for the purpose of foreclosure by assignment dated February 2, 1925, and duly recorded in said Land Records; which mortgage contained provision that if the said Samuel J. Gladhill and Addie F. Gladhill, his wife should default in the payment of said promissory note at maturity or of any interest there when due, or performance of any of the covenants in said mortgage, then Casper E. Cline or any Assignee of the said mortgage was authorized and empowered to exercise the power of sale in said mortgage provided.

SECOND. That the said Samuel J. Gladhill and Addie F. Gladhill, his wife, did default in the payment of the said promissory note when due and payable and the interest due on said note, whereupon your Petitioner, being the Assignee of said mortgage under the aforesaid Assignment, became authorized to exercise the power of sale in said mortgage contained; and having given bond as required by law did advertise, pursuant to said power of sale, the property to be sold at the Court House door at Frederick City, Maryland, on the 25th day of February 1925 at the hour of 10 o'clock A.M. and having given at least three weeks public notice of the time, place, manner and terms of sale in the Frederick daily news, a daily newspaper published in Frederick County, Maryland at least once a week for three successive weeks prior to the day of sale as will appear by the annexed printer's certificate, and also having printed and distributed handbills of sale, did then and there offer said real estate at public sale to the highest bidder for cash and then and there sold the same to Lewis H. Knook at and for the sum of Eleven Thousand Dollars (\$11,000.00) subject, however, to the aforesaid first mortgage on said property of Twenty-five Thousand Dollars with interest thereon from November 23, 1924, taking his certificate of purchase for the amount of the purchase money which is herewith filed as Exhibit No. 3 to this Petition and Report of Sales, the said Lewis H. Knook being then and there the highest and best bidder therefor.