

No. 11173 Equity.

Edgar H. McBride, Assignee
of the Bank of Brunswick,
Mortgagee of Harris D. Kepler
and Margaret E. Kepler,
his wife.

No. 11173 Equity.

In the Circuit Court

On.

P E T I T I O N .

For Frederick County.

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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 21st day of April, 1921, Harris D. Kepler and Margaret E. Kepler, his wife, executed their deed of mortgage conveying certain real estate to The Bank of Brunswick to secure the payment of their certain promissory note of even date therewith and payable to the order of the said The Bank of Brunswick, twelve months after date for the sum of Twenty-five Hundred Dollars (\$2500.00), with interest from 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. 334, folio 321, etc. one of the Land Records of Frederick County, Maryland; which mortgage was by assignment dated June 23, 1925, duly assigned to the said Edgar H. McBride for the purpose of foreclosure, which assignment was recorded on June 24, 1924, in the Land Records of Frederick County, Maryland; which said mortgage contains a provision that if the said Harris D. Kepler and Margaret E. Kepler, his wife, should make default in the payment of the said mortgage indebtedness, or the interest thereon, when due and payable, according to the tenor of the said promissory note, or any renewal thereof, or should make default in any covenant of this mortgage, then any assignment of the said mortgage was authorized and empowered to exercise the power of sale in said mortgage provided;

SECOND. That the said Harris D. Kepler and Margaret E. Kepler, his wife, did default in the payment of the said promissory note when due and payable and the interest due on said note when due and payable and also other covenants in said mortgage contained, 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 public sale in front of The Bank Building at the corner of Potomac Street and the Brunswick-Petersville State Road in Brunswick, Frederick County, Maryland, on the 18th day of July, 1925 at the hour of 11 o'clock A.M. and having given at least three weeks previous notice of the time, place, manner and terms of sale in the Frederick Post, 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 the sale, did then and there offer said real estate at public auction to the highest bidder for cash and then and there sold the same to Charles T. Meyer for the sum of Thirty-three Hundred and Twenty-five Dollars (\$3325.00), 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 Charles T. Meyer being then and there the highest and best bidder therefor.

Your Petitioner reports the amount of said sale to be Thirty-three Hundred and Twenty-five Dollars (\$3325.00), and prays your Honorable Court to ratify and confirm the same.

And as in duty, etc.

Edgar H. McBride
Petitioner.