

No 11129 EQUITY.

Milton G. Urner, Jr., Assignee of Mortgage from Thomas A. Conway to Milton G. Urner, Trustee in No. 5290 Equity, and others.

No. 11129 Equity.

In the Circuit Court for Frederick County, Sitting as a Court of 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 Sale of Milton G. Urner, Jr., Assignee of Mortgage, respectfully shows;

1. That on the 11th day of January, A.D. 1910, Thomas A. Conway, of Frederick County in the State of Maryland, by his deed of mortgage of said state conveyed the real estate therein mentioned to several mortgagees to secure to them respectively the payment of several promissory notes due and owing to them, as specified in said mortgage; one of the said Mortgagees being Milton G. Urner, Trustee in No. 5290 Equity, to whom the said mortgage was given to secure the payment of a promissory note for Four Thousand Dollars, payable to the said mortgagee, one year after date, with interest from date at the rate of five per cent per annum, payable semi-annually. (The promissory notes payable to the other mortgagees mentioned in said mortgage have been heretofore paid by the said mortgagor, and the mortgage has been released by those mortgagees or their assigns, so far as it secured the payment of said notes.) The said mortgage was duly recorded in Liber H.W.B. No. 291, Folio 115 &c, one of the Land Records of Frederick County, Maryland, and has been subsequently assigned for foreclosure by the said Milton G. Urner, Trustee in No. 5290 Equity, to your Petitioner, Milton G. Urner, Jr., - and the said mortgage, with the said assignment and the aforesaid releases of the other mortgagees, thereon, all duly recorded, and the said promissory note for \$4000.00 secured by said mortgage, are filed herewith and prayed to be taken and considered as part of this Petition and Report of Sale; the mortgage being marked, Exhibit No. 1, and the promissory note being marked, Exhibit No. 2.
2. That it is provided in said mortgage, that if the mortgagor should make default in the payment of the said mortgage indebtedness, or any portion of the same, when due and payable, according to the said several promissory notes and when payment thereof shall be demanded, or in the payment of the interest upon said notes, or any one of them, or should make default in any covenant of this mortgage then it shall be lawful for the said Milton G. Urner, or his assign or successor in either one of said trusts, to sell the said mortgaged property at public sale, for cash, after having given at least three weeks previous notice of the time, place, manner and terms of sale by advertisement in some newspaper published in Frederick County, and apply the proceeds of sale, as particularly directed and set forth in said mortgage, Exhibit No. 1.
3. That default was made by the said Thomas A. Conway, mortgagor, in the payment of the aforesaid mortgage note for \$4000.00 at the maturity thereof, and the payment thereof has been duly demanded, and the said note has not been paid in full and there is now due of the principal thereof the sum of Thirty-six Hundred Dollars, with interest thereon from January 11th A.D. 1925, it having been heretofore agreed by and between the said Mortgagee and mortgagor that the rate of interest on said mortgage indebtedness should be 6% per annum, and the mortgagor has paid interest thereon at the said rate.
4. That default having occurred as aforesaid, and the said mortgage having been assigned to your Petitioner for foreclosure, in pursuance of an order of your Honorable Court in No. 5290 Equity, and your Petitioner having filed his duly approved bond as required by law in the Office of the Clerk of the Circuit Court for Frederick County, and after having given three weeks previous notice of the time, place, manner and terms of sale by advertisement in the Daily News a newspaper published in Frederick County, once a week for three successive weeks prior to the day of sale, and also after