

given as required by the preceding Order Nisi on Sales, as shown by the printer's certificate filed herewith, and the case is hereby referred to the Auditor to state an account.

(Filed April 4, 1928)

John S. Newman
Judge of the Circuit Court for Frederick Co.

-----oOo-----

No. 11671n EQUITY.

William R. Getzendanner, Assignee of Mortgage from Lester B. Bartlett and Minnie L. Bartlett, his wife, to Noah E. Cramer.	"	No. 11671 EQUITY.
	"	In the Circuit Court
	"	for Frederick County,
On PETITION.	"	Maryland, In Equity.
	"	

-----O-----

To the Honorable, Judges of said Court; -

The Petition and Report of Sale of William R. Getzendanner, assignee of a mortgage from Lester B. Bartlett and Minnie L. Bartlett, his wife, to Noah E. Cramer, respectfully shows unto your Honors; -

That whereas a certain Lester B. Bartlett and Minnie L. Bartlett, his wife, of Frederick County, Maryland, being indebted unto the Frederick County National Bank of Frederick, Maryland, or order on their joint and several promissory note dated April 6th, 1920, for the sum of Fifteen Thousand Three Hundred Twenty-five Dollars (\$15,325.00) payable on demand, with interest, upon which note Noah E. Cramer became a joint maker and surety, and whereas the makers of said note for the purpose of securing the payment thereof, and to save harmless the said Noah E. Cramer, by virtue of his suretyship on said note, and also by virtue of his being joint maker and surety on any renewal or renewals of said note, for the whole or any part of said debt, and any interest that might accrue on said note or renewals, executed and delivered unto the said Noah E. Cramer, as surety the mortgage of indemnity, dated April 6th, 1920, wherein they granted and conveyed unto said Noah E. Cramer, as mortgagee, All that farm or tracts of land situate in Mew Market District, Frederick County, Maryland, described in a deed from Noah E. Cramer, and wife, to Lester B. Bartlett and Minnie L. Bartlett, his wife, dated April 6th, 1920, and recorded in Liber 331 Folio 286, one of the Land Records for Frederick County, which deed is filed herewith as part hereof marked "Exhibit A".

That said Mortgage contained a provision if default should be made in the payment of said joint and several promissory note when demanded, or any renewals thereof, or renewals of any part thereof, when demanded, or if default should be made in and of the covenants thereafter contained, it should then be lawful for the said Noah E. Cramer, his heirs, personal representatives or assigns to sell the said mortgaged premises at the Court House Door in Frederick City, Maryland, at public auction, for cash, first giving notice by advertisements inserted in some newspaper published in Frederick County, Maryland, setting forth the time, place, manner and terms of sale, once a week for three successive weeks prior to the day of sale, which said mortgage has been duly assigned, in writing duly recorded, to your Petitioner, William R. Getzendanner, all of which will more fully appear by reference to the original mortgage and assignment thereof, which are recorded in Liber 330 folio 426, one of the said Land Records for said County, and filed herewith as part hereof marked "Exhibit B".

That default was made in the payment of said promissory note, and the renewals thereof upon which said Noah E. Cramer was surety, the last of which said renewals has been duly assigned to your Petitioner, William R. Getzendanner, to whom there is now due thereon the sum of Seven Thousand Three Hundred Three Dollars and Twenty-three Cents, (\$7,303.23) with interest thereon from