

John L.Routzahn, Assignee of
Mortgage from Henry P.Turner
and Pearl M.Turner, his wife,
to the Middletown Savings Bank
of Frederick County, Md.

No.11702 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 John L.Routzahn Assignee of the Mortgage as hereinafter set forth respectfully shows unto your Honors;-

1. That Henry P.Turner and Pearl M.Turner, his wife, of Frederick County State of Maryland were indebted unto the Middletown Savings Bank of Frederick County, a body corporate of the State of Maryland, upon their promissory note dated March 2nd.1916, in the sum of One Hundred Dollars. payable Six months after date, which note was also signed by Charlotte Turner and George W.Turner, and the sum of Fifty Dollars has been paid on said note, and the said note subsequently renewed, the last and unpaid renewal of which bears the date of March 8th.1928, given for one month, in the amount of Fifty Dollars, and intending the better to secure the original note and any renewal thereof, did on the 2nd.day of March 1916, convey by their deed of Mortgage, duly recorded, unto the said Middletown Savings Bank, all that piece or parcel of land situated in Frederick County, State of Maryland, and containing 124½ sq.perches of land, more or less, and being all and the same land which was conveyed unto the said Henry P.Turner and Pearl Turner, his wife, by deed executed by Charlotte Turner and George W.Turner, her husband, dated Feb.18th.1916 and recorded among the land records of Frederick County prior to the recording of this mortgage. and also described in said Deed of Mortgage to which said deed of Mortgage there was a condition annexed that if the said Mortgagors should pay at maturity the aforesaid promissory note, or any renewal thereof, then the said Mortgage should be void, and also provided that if default should be made by the said Mortgagors in the payment of the said promissory note at maturity or any renewal thereof at maturity, then it should be lawful for George W.Gaver or the Assignee to make sale of the mortgaged premises upon the terms and in the manner set forth in the said Mortgage all of which will fully appear by reference to the certified copy of the original mortgage, herewith filed as part hereof marked Exhibit #1. and to the last renewal of the original promissory note, herewith filed and marked Exhibit #2.

2. And your petitioner further reports that by subsequent assignment the said Mortgage and Mortgage debt passed to your Petitioner as will fully appear by reference to the endorsements on said Exhibits Nos.1 & 2.

3. That default having been made in the term and conditions of said Mortgage, your petitioner, having first filed his duly approved bond to the State of Maryland, in the penalty of Five Hundred Dollars, in the office of the Clerk of your Honorable Court and having advertized the said mortgaged premises in the Valley Register, a newspaper published in Frederick County, for more than three successive weeks prior to the day of sale, giving notice of the time, place, manner and terms of sale, the certificate of the Valley Register being herewith filed marked Exhibit # 3, showing said publication, a copy of which advertisement is herewith filed annexed to the acknowledgement of purchase, did pursuant to said notice, attend at the Mortgaged premises, on Saturday May 19th, 1928, at 10 O'clock A.M. and then and there offered the said Mortgaged premises at public auction to the highest bidder for cash, that being the terms set forth in said Mortgage and advertisement, and then and there sold the said Mortgaged premises to Kenly M.Sowers, at and for the sum of Ninety Seven Dollars, he being the highest and best bidder therefor.

4. That said purchaser has not yet fully complied with said terms of sale but promises to do so on the ratification by your Honorable Court, as will appear by reference to his written