

Walker Neill Jolliffe, Assignee
of a mortgage from George Furzer
and Mabel S. Furzer, his wife, to
Elisha C. Swomley and Ella J.
Swomlery,

No. 11858 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 the Circuit Court for Frederick County, sitting as a Court of Equity;

The petition and report of sale of Walker Neill Jolliffe, Assignee of a mortgage from George Furzer and Mabel S. Furzer, his wife, to Elisha C. Swomley and Ella J. Swomley, respectfully shows unto your honors;-

1st. That on the Eighteenth day of June, in the year Nineteen Hundred and Twenty-Six, George Furzer and Mabel S. Furzer, his wife, being then indebted unto Ella J. Swomley and Elisha Chambers Swomley, jointly, in the sum of Fifteen Thousand Dollars (\$15,000.00), as evidenced by their joint and several promissory note of said date for said sum of money, payable to the said Ella J. Swomley and Elisha Chambers Swomley, jointly, or order, five years after date, with interest from date at the rate of six per cent per annum, payable quarterly in advance, executed their deed of mortgage of said date to secure the payment of said note and interest, whereby they conveyed unto the said Ella J. Swomley and Elisha Chambers Swomley, as joint tenants, all that tract, parts of tracts, pieces or parcels of land known as the "Home Farm" of Elisha Swomley, deceased situate in New Market District, Frederick County, State of Maryland, being parts of tracts of land called "Peace and Plenty" "The Resurvey of Hall's Choice," "Turner's Promise" or whatsoever other name or names the same may be known by and described, containing one hundred and seventy-eight (178) acres and eighty-seven (87) square perches of land, more or less; reserving and excepting thereout and therefrom a right-of-way twenty (20) feet in width along the eastern outline thereof, as is more particularly set forth in the said mortgage; and being the same real estate which was conveyed to the said George Furzer and Mabel S. Furzer, his wife, by the said Ella J. Swomley and Elisha Chalmers Swomley, by deed, bearing date on the Fifteenth day of June, in the year Nineteen Hundred and Twenty-six, and recorded in Liber No. 358, Folio 319, one of the Land Records of Frederick County; in which said mortgage it was, among other things provided, that if default shall be made in the payment of said promissory note at maturity, or in the payment of any one installment of interest thereon, or in the performance of any covenant or condition of said mortgage contained, then the whole mortgage debt should become due and payable and it should be lawful for the said Ella J. Swomley and Elisha Chalmers Swomley, their personal representatives or assigns, to sell the mortgaged premises in front of the Court House door in Frederick City, Frederick County, State of Maryland, at public auction for cash, after first giving at least three weeks public notice of the time, place, manner and terms of sale by advertisement in some one or more newspapers published in Frederick County at least once a week prior to the day of sale, and to apply the proceeds of such sale as in said mortgage stipulated.

All of which will more fully appear by reference to a certified copy of said mortgage filed herewith as Exhibit "Mortgage" and which, together with all other exhibits herewith produced, it is prayed may be taken and considered as part of this petition and report .

2nd. That the said George Furzer and Mabel S. Furzer, his wife, by their deed, bearing date on the Fourth day of October, in the year Nineteen Hundred and Twenty-seven, and recorded in Liber No. 364, Folio 169, one of the Land Records of Frederick County, conveying the aforesaid mortgaged premises to Florence I. Morgan, and, by the acceptance thereof, the said Florence I. Morgan, assumed and agreed to pay the said mortgage from the said George Furzer and Mabel S. Furzer, his wife to