

ORDERED by the Circuit Court for Frederick County, sitting as a Court of Equity, and by authority thereof, this 11th day of May in the year 1929, that the sales in the reported in the foregoing Report of Sales in the above entitled cause be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the preceeding 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 May 11, 1929)

Hammond Urner  
Judge of the Circuit Court for Frederick County.

Decree in personam

Walker Neill Jolliffe,		No. 11858 Equity.
Assignee of a mortgage	"	
from George Furzer and	"	In the Circuit Court
Mabel S. Furzer his wife,	"	
to Elisha C. Swomley and	"	for Frederick
Ella J. Swomley	"	County in Equity.
On <u>P E T I T I O N</u> .	"	
	"	

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Eli G. Haugh, Clerk;

You will enter the Decree in personam in this case dated Dec. 14th 1929 to the use of George Furzer and Mabel S. Furzer, his wife, without recourse, Dec. 14-1929.

(Filed December 14, 1929)

Walter E. Sinn  
Attorney for Elisha C. Swomley  
and Ella J. Swomley

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In the Matter of Leo		No. 11872 Equity.
Weinberg, Assignee of	"	
Gilmore R. Flautt, Mort-	"	In the Circuit Court
gagee of Emma M. Finney-	"	
frock and Albert L. Finn-	"	for Frederick County,
eyfrock, her husband.	"	In Equity.
	"	
	"	

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TO THE HONORABLE JUDGES OF SAID COURT; -

The Petition and Report of Sales of Leo Weinberg, Assignee of Gilmore R. Flautt, Mortgagee respectfully shows;

FIRST; That on October 15, 1924, Emma M. Finneyfrock and Albert L. Finneyfrock, her husband, obtained from Gilmore R. Flautt the sum of Fifteen Hundred Dollars (\$1500), for which they gave their joint and several promissory note, payable to his order, one year after date, with interest from date, at the rate of 6% per annum, which said note is herewith filed as part hereof, marked Exhibit No. 1.

SECOND; That to secure the payment of the said promissory note, and the interest thereon, the said Emma M. Finneyfrock and Albert L. Finneyfrock, her husband, executed and delivered to the said Gilmore R. Flautt, a mortgage, which also bears date October 15, 1924, and is recorded in Liber No. 349, folio 391, one of the Land Records of Frederick County, Maryland, the original mortgage being herewith filed as part hereof, marked Exhibit No. 2.

THIRD. That, it is provided in said mortgage "if default shall be made by the said Emma M. Finneyfrock and Albert L. Finneyfrock, her husband, in the payment of the said promissory note at maturity, or any renewal or renewals thereof when due, or of any interest thereon when due, or if default shall be made in the performance of any of the covenants" among which was a covenant to pay taxes, "then it shall be lawful for the said Gilmore R. Flautt, his attorney, or any assignee, to sell the mortgaged premises" , etc.

FOURTH; That default having been made in the payment of said promissory note, as well as in the payment of the interest thereon, also in the payment of the taxes, the said Gilmore R. Flautt assigned the said mortgage to your Petitioner, Leo Weinberg, for the purpose of foreclosing ,