

In the Circuit Court for Frederick County,
sitting as a Court of Equity.

March Term, 1932.

No. 12462 Equity.

R. Ames Hendrickson, trustee named in a mortgage from Austin Z. McDevitt and Naomi V. McDevitt, his wife, to the Domestic Building Association of Frederick County, a body corporate, on

Petition.

To the Honorable, the Judges of said Court:

Your Orator, R. Ames Hendrickson of Frederick County in the State of Maryland, respectfully shows unto your Honors,-

1. That a certain Austin Z. McDevitt and Naomi V. McDevitt, his wife, borrowed from the Domestic Building Association of Frederick County, a corporation duly incorporated under the laws of Maryland, the sum of twenty-seven hundred dollars, the said sum to be paid back in weekly installments, together with interest thereon at the rate of four and sixty-eight one-hundredths (4.68/100) per centum per annum, the interest also to be paid in weekly installments in advance, and for the purpose of securing the payment of said principal and interest as set forth, executed and delivered to said Association a mortgage on the property hereinafter described, a certified copy of said mortgage being filed herewith as exhibit No. 1, which, with other exhibits herewith filed, is to be considered a part of this report.

2. That by the terms of said mortgage it is provided that in the event of a default on the part of the said mortgagors in the payment of said principal or interest, or in the performance of any of the conditions of said mortgage, and the said default shall continue for the space of three months, then the whole mortgage debt shall become due and payable, whether the same shall have matured or not, and it shall then be lawful for the said R. Ames Hendrickson, the President of the said Building Association, as trustee, to sell the mortgaged premises at the Court House door in Frederick City, Frederick County, Maryland, at public auction, for one-half cash and the balance in six months with interest thereon at the rate of six per centum per annum, after having given the public notice prescribed in said mortgage, and to apply the proceeds of sale to the payment, first, of the expenses of sale including the usual chancery commissions allowed for the making of such sales and a reasonable counsel fee; then to the payment of all money due to the said Association by reason of said redemption, under the terms hereof, and all the interest due thereon, and to pay the surplus, if any, over to the mortgagors, their heirs or assigns.

3. That the property so mortgaged consisted of a lot of ground fronting twenty feet on the south side of West Fifth Street in Frederick City aforesaid and extending back, southwardly, two hundred and seven feet, more or less, to a 20-foot alley, together with the use of said alley, adjoining the property occupied by Charles W. Simpson on the east and the property occupied by Murray Bitler on the west, which was conveyed to the said Austin Z. McDevitt and Naomi V. McDevitt, his wife, "in fee simple and as tenants by the entireties", by the Realty Development Company, a body corporate, by a deed bearing date April 16th, 1928, recorded in Liber No. 366, folio 282, one of the Land Records of said County, by reference to which deed a full description will appear, together with all the buildings and improvements thereon and all the rights, ways, privileges and appurtenances belonging or appertaining thereto.

4. That a default did occur in the payment of the weekly dues and interest as provided in said mortgage and that said default did occur and continue for more than the space of