

Ex

Guy K. Motter, Assignee of : No. 12497 Equity.  
 Samuel F. Newman, Mortgagee :  
 of Harry C. Stouffer and : In the Circuit Court for  
 Jane G. Stouffer, his wife, :  
 : Frederick County.  
 On :  
 : Sitting as a Court of Equity.  
 Petition. :  
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TO THE HONORABLE THE JUDGES OF SAID COURT:

The Petition and Report of Sales of Guy K. Motter, Assignee, respectfully represents unto your Honorable Court:

1. That on the 14th day of April, A. D. 1931, Harry C. Stouffer and Jane G. Stouffer, his wife, executed their deed of mortgage conveying certain real estate consisting of twenty five (25) acres, more or less, and known as "Friend's Creek Valley", adjoining the lands formerly owned by Joseph Tressler and others, situated in the fifth Election District of Frederick County, Maryland, unto Samuel F. Newman, of Waynesboro, Franklin County, Pennsylvania, to secure the payment of their promissory note of even date therewith and payable to the order of the said mortgagee for the sum of One Thousand (\$1,000) Dollars, payable one year after date, a copy of said promissory note, (the original having been mislaid or lost) being filed herewith as Exhibit No. 1 to this petition and report of sales, and a certified copy of the said mortgage being filed herewith as Exhibit No. 2 to this petition and report of sales, said mortgage being recorded in Liber 379, folio 98, one of the Land Records of Frederick County Maryland, which mortgage and mortgage debt was by assignment duly assigned to the said Guy K. Motter, said assignment being duly recorded in the Land Records of Frederick County, Maryland; which mortgage contained the provisions that if default be made in the payment of the mortgage debt, together with the interest thereon, when the same becomes due and payable, or if default be made in any covenant or condition of said mortgage, then it shall be lawful for the said mortgagee or any assignee of said mortgage to sell the said mortgaged premises as provided in the power of sale in said mortgage contained.

2. That the said Harry C. Stouffer and Jane G. Stouffer, his wife, did default in the payment of said promissory note when due and payable, and the interest due thereon, and other covenants in said mortgage contained, whereupon your petitioner, being the assignee of said mortgage under the aforesaid assignment, became authorized to exercise the power of sale in said mortgage contained, and having given bond as required by law did advertise pursuant to said power of sale the property to be sold at the Court House door, in Frederick City, Maryland, on the 14th day of May, 1932, at the hour of eleven o'clock a. m., and having given three weeks public notice of the time, place, manner and terms of sale, in The New Citizen, a weekly newspaper published in Frederick City, Maryland, at least once a week for three successive weeks prior to the day of sale, as will appear by the annexed printer's certificate marked Exhibit No. 3, did then and there offer said real estate at public sale to the highest bidder for cash, and then and there sold the same to Samuel F. Newman at and for the sum of Five hundred & no/100 (\$500.00) Dollars, he being the highest and best bidder therefor, taking his acknowledgment of purchase for the amount of the purchase money which is herewith filed as Exhibit No. 4.

Your Petitioner reports the amount of said sale to be Five hundred dollars (\$500.00) Dollars, and prays your Honorable Court to ratify and confirm the same.

And as in duty bound,

Guy K. Motter  
 Petitioner.

STATE OF MARYLAND, FREDERICK COUNTY, TO-WIT:

I hereby certify that on this 14th day of May, in the year 1932, before me the subscriber, Clerk of the Circuit Court for Frederick County, Maryland, personally appeared