

(Filed November 14, 1932)

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Ex

PETITION AND REPORT OF SALES.

H. Noel Haller, Assignee of Mortgage to	:	No. 12413 Equity.
Commercial State Bank of Frederick, Maryland,	:	
whose present corporate name is Commercial	:	In the Circuit Court for
Bank of Maryland, from Oliver Z. Coblentz	:	
and Georgetta M. Coblentz, his wife	:	Frederick County, sitting
	:	
ON	:	as a Court of Equity.
	:	
PETITION.	:	

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To the Honorable, the Judges of said Court:-

The Petition of H. Noel Haller, Assignee of Commercial Bank of Maryland, a body corporate, whose former corporate name was Commercial State Bank of Frederick, Maryland, Mortgagee in the hereinafter mentioned Mortgage from Oliver Z. Coblentz and Georgetta M. Coblentz, his wife, to Commercial State Bank of Frederick, Maryland, respectfully shows unto your Honors:-

First, that the said Oliver Z. Coblentz and Georgetta M. Coblentz, his wife, being indebted to Commercial State Bank of Frederick, Maryland, whose present corporate name is Commercial Bank of Maryland, in the sum of Seventy-four Hundred Dollars (\$7400.00) executed their promissory note for said sum of money on the twenty-seventh day of September, A. D. 1928, payable three months after date, which will fully appear by reference to the Mortgage note submitted herewith, and marked as "Exhibit A", and for the purpose of securing the payment of said promissory note they executed and delivered unto Commercial State Bank of Frederick, Maryland, whose present corporate name is Commercial Bank of Maryland, their Deed of Mortgage granting and conveying unto Commercial State Bank of Frederick, Maryland, whose present corporate name is Commercial Bank of Maryland, as Mortgagee, all the following real estate:-

"All that farm or tract of land containing One hundred and sixty-seven (167) acres and Two (2) rods of land, more or less, situate, lying and being in Frederick County, Maryland, and which was conveyed by Martin S. Remsburg and Sallie E. Remsburg, his wife, to the said Oliver Z. Coblentz and Charles E. Holter as tenants in common by deed dated November 21, 1900, and recorded in Liber D. H. H. No. 11, folio 124, one of the Land Records of Frederick County, Maryland, in which deed the said farm or tract of land is described by courses and distances, metes and bounds, and being the same real estate described in a deed from Charles E. Holter and wife to the said Oliver Z. Coblentz dated March 21, 1903, and recorded in Liber D. H. H. No. 17, folio 138, one of the Land Records aforesaid, by which deed Oliver Z. Coblentz acquired sole and complete title to the aforesaid real estate; And reference is hereby made to the above mentioned deeds for a more particular description of the said real estate; Together with all buildings, improvements, rights, ways, waters, commons, easements, benefits, privileges and appurtenances whatsoever thereunto belonging or in any wise appertaining.

Second, that there is still due and owing to your Petitioner at this time on said Mortgage note the principal sum of Seventy-four Hundred Dollars (\$7400.00) with interest from the 27th day of June 1931 as will appear by reference to the said Promissory note filed herewith as part hereof and marked "Exhibit A".

Third, that there is in the said Mortgage, a certified copy of which is filed herewith and marked "Exhibit B", a provision that if default be made by the said Mortgagors in the payment of the said promissory note at maturity, or any renewal thereof, when due, or if default shall be made in the performance of any of the covenants therein then it shall be lawful for your Petitioner, as Assignee aforesaid, to sell the said real estate, conveyed by