

its assignee without so unlawfully conspiring. The Court is further of the opinion that under the evidence produced in this case the mortgagee was not estopped from making said sale.

It is thereupon this 7 day of January, 1932, ordered by the Circuit Court for Frederick County, sitting as a Court of Equity, and by the authority thereof, that the objections filed in this cause on December 17, 1931, by John Renotus and John D. Pappacostopulos, to the ratification of the sale reported in this cause on December 14, 1932, be and the same are hereby overruled.

Arthur D. Willard

(Filed January 7, 1932)

-----oOo-----

Ex PETITION AND REPORT OF SALE.

JACOB S. NEW, Assignee of EUREKA-MARYLAND	:	No. 12557 EQUITY
ASSURANCE CORPORATION, Assignee of CENTRAL	:	
TRUST COMPANY OF MARYLAND, Assignee of	:	IN THE
CITIZENS SAVINGS BANK OF THURMONT, Mortgagee	:	
of CLYDE R. GEESAMAN and ANNA C. GEESAMAN,	:	CIRCUIT COURT FOR
his wife.	:	
On	:	FreDERICK COUNTY.
	:	
Petition.	:	Sitting as a Court of Equity.
	:	
	:	

- - - - -0- - - - -

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The PETITION and REPORT OF SALE of Jacob S. New, Assignee of Eureka-Maryland Assurance Corporation, Assignee of Central Trust Company of Maryland, Assignee of Citizens Savings Bank of Thurmont, Mortgagee of Clyde R. Geesaman and Anna C. Geesaman, his wife, on petition, respectfully shows unto your Honor:-

FIRST: That on the 9th day of June, 1921, Clyde R. Geesaman and Anna C. Geesaman, his wife, executed a mortgage covering certain real estate consisting of 59 acres, 3 roods and 30 perches of land, more or less, with improvements, all situate, lying and being in Frederick County, State of Maryland, to secure the payment of a promissory note of even date therewith and payable to the order of said mortgagee for the sum of Five Thousand Dollars (\$5,000.00) then due, and which promissory note has been subsequently renewed by promissory note of the said Clyde R. Geesaman and Anna C. Geesaman, his wife, being dated the 9th day of December, 1930, for the sum of Twenty-five Hundred Dollars (\$2500.00) payable six months after date, and which said note was payable to the Central Trust Company of Maryland and by it assigned to the Eureka-Maryland Assurance Corporation, and which said note is herewith filed as "Exhibit No. 1" to this Petition and Report of sale; and also a like note of Twenty-five Hundred Dollars (\$2500.00) of the same date for the same period, also payable to said Central Trust Company of Maryland, which was retained by said Central Trust Company of Maryland and is still due and owing to it with interest thereon; both of which notes together comprise the Five Thousand Dollars (\$5,000.00) mentioned in said mortgage. And a certified copy of said mortgage, with the successive short assignments above set forth, is herewith filed as "Exhibit No. 2" to this Petition and Report of Sale, said mortgage and successive assignments being recorded in Liber No. 334, folio 425 &c., one of the Land Records of Frederick County, Maryland, which said mortgage and mortgage debt of said Eureka-Maryland Assurance Corporation, by mesne assignments, was duly assigned to the said Jacob S. New (for the purpose of foreclosure), said assignment being duly recorded in the Land Records of Frederick County; and which said mortgage contained a provision that if the said Clyde R. Geesaman and Anna C. Geesaman, his wife, should default in the payment of the said principal amount at maturity or any note or notes given in renewal thereof when the same should mature and become payable, then it shall be lawful for the said mortgagee, its attorney or for the said assignee of said mortgage to sell said mortgaged premises as provided in the power of sale in said mortgage contained.