

The News

Frederick, Md., Dec. 27, 1922

THIS IS TO CERTIFY, That the annexed Order Nisi On Sale was published in "The Daily News", a newspaper published in Frederick County, once a week Three successive weeks prior to the 23rd day of December, 1922.

The News

(Filed December 27, 1922)

H. Kreh.

FINAL RATIFICATION OF SALES.

Ordered, this 27th day of December A. D. 1922, by the Circuit Court for Frederick County, sitting as a Court of Equity, and by the authority thereof, that the foregoing report of sales as made by George R. Dennis Jr., and Vincent Sebold, Receivers, be and the same are hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given, as will appear from the Printer's certificate of Nisi on Sales herewith filed.

Glenn H. Worthington

(Filed December 27, 1922)

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Ex

PETITION AND REPORT OF SALES.

In the matter of H. Dorsey Etchison	:	No. 12677 Equity.
Assignee of Mortgage from John W. Shry	:	
and Sarah Florence Shry, his wife,	:	In the Circuit Court for
to Walter L. Spittle and Ersley May	:	
Spittle, his wife	:	Frederick County, in Equity.

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To the Honorable, the Judges of said Court:

The Petition and Report of Sales of H. Dorsey Etchison, Assignee in the above cause, respectfully shows:

First: That on October 6, 1931, John W. Shry and Sarah Florence Shry his wife, hereinafter called the mortgagors, obtained from Walter L. Spittle and Ersley May Spittle his wife the sum of Three Hundred Dollars (\$300.00) as evidenced by the joint and several note of the said mortgagors, bearing date October 6, 1931, payable to the order of Walter L. Spittle and Ersley May Spittle for said amount, which 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 John W. Shry and Sarah Florence Shry his wife, on the same date, October 6, 1931, executed, acknowledged and delivered to the said Walter L. Spittle and Ersley May Spittle his wife, a mortgage which is recorded in Liber No. 381 folio 290 etc. one of the Land Records of Frederick County, Maryland, a certified copy of the same being herewith filed as part hereof, marked Exhibit No. 2.

Third: That in said mortgage, there is contained a provision, herewith reproduced, as follows:

"But if default be made in the payment of said mortgage debt or the interest as aforesaid, or in the performance of any covenant, agreement or condition of this mortgage, then it shall be lawful for the mortgagees or either of them, their or either of their personal representatives or assigns to enter upon and sell the said mortgaged premises, either on the premises or at the Court House Door in Frederick City, Frederick County, Maryland, at public sale for cash, after giving at least twenty days notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in said Frederick County, and the proceeds arising from such sale shall be applied, first, to the payment of all costs and expenses incident to such sale, including the usual commission allowed for the sales of real estate in Courts of Equity and a reasonable counsel fee, then