PETITION AND REPORT OF SALE.

JOHN S. NEWMAN, Assignee of a Mortgage from Charles P. Snurr and Annie E. Snurr, his wife, to Central Trust Company of Maryland,	:	NO. 12717 EQUITY,
	:	IN THE CIRCUIT COURT
ON	:	FOR FREDERICK COUNTY,
PETITION.	:	IN EQUITY.

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TO THE HONORABLE THE JUDGES OF THE CIRCUIT COURT FOR FREDERICK COUNTY, SITTING AS A COURT OF EQUITY:

The Petition and Report of Sale of John S. Newman, Assignee of a mortgage from Charles P. Snurr and Annie E. Snurr, his wife, to the Central Trust Company of Maryland, respectfully shows unto your Honors:

First: That on the first day of April, in the year 1922, Charles P. Snurr and Annie E. Snurr, his wife, executed to the Central Trust Company of Maryland, their deed of mortgage duly recorded in Liber No. 337, Folio 566, etc., one of the Land Records of Frederick County, whereby they conveyed unto the said Central Trust Company of Maryland, all that tract or parcel of land situate lying and being in Frederick County, State of Maryland, containing one hundred eight acres of land more or less, being the same land and premises conveyed unto the said Charles P. Snurr and Annie E. Snurr, his wife, by deed from Samuel G. Tressler and wife, bearing date on said first day of April, 1922, and recorded in Liber No. 338, Folio 302. one of the Land Records of Frederick County, to secure the payment of an indebtedness of Four Thousand Dollars ($4,000.00) evidenced by their note of even date, payable to said Central Trust Company of Maryland or order, six months after date, with interest.

Second; That in said mortgage it was further provided that if default should be made in the payment of said note at maturity, or any renewal thereof, or in the payment of any installment of interest when the same shall become due, or in the performance of fulfillment of any covenant or agreement contained in said mortgage, then and in either case, it should be lawful for the said Central Trust Company of Maryland, or its assignee, to sell the said property and premises so mortgaged, in front of the Post Office in Thurmont, Maryland, by public auction, for cash, as in said mortgage provided, and to apply the proceeds of sale to the payment, in the first place, of the expenses of said Sale, including the usual chancery commissions, reasonable counsel fee, etc., then to the payment of the note aforesaid or renewal thereof, with all interest thereon, and the surplus, if any, to be paid to the said mortgagors or who ever may be entitled to the same, all of which will fully appear by reference to a certified copy of said mortgage herewith filed as Exhibit "Mortgage" and which, together with all other Exhibits herewith produced it is prayed may be taken and considered as part of this petition and report.

Third: That the Central Trust Company of Maryland subsequently, in accordance with the provisions of the Public General Laws of the State of Maryland, was placed in the hands of a Receiver, and John J. Ghingher was duly appointed and qualified as such Receiver in the place and stead of George W. Page, in the month of February 1, 1933, as shown by the proceedings in No. 12,299 Equity on the docket of your Honorable Court, and default having been made in the payment of said mortgage debt, at the maturity thereof, and the payment of interest thereon when the same became due and payable, said mortgage was by said Receiver on the twenty-sixth day of May, 1933 assigned to petitioner for the purpose of foreclosure, as will appear by reference to the assignment endorsed at the foot of said mortgage, as shown on the Exhibit herewith filed as Exhibit Mortgage.

Fourth: That your petitioner as assignee advertised the mortgaged premises to be sold at public auction, for cash, in front of the Post Office in Thurmont, Maryland, on Wednesday, July 5, 1933, at the hour of ten o'clock A. M. by advertisements inserted in the Frederick Post, a newspaper published in Frederick County once a week for more than three successive