Eq.

PETITION AND REPORT OF SALE

William E. Kindley and Mamie N. Kindley, his wife, Mortgagees of Rodney R. Kelly and Lucie E. Kelly, his wife, Mortgagors,	:	No. 13102 Equity.
	:	In the Circuit Court
	:	for Frederick County,
ON	:	
	:	In Equity.
Petition	:	

To the Honorable, the Judges of said Court:

The Petition and Report of Sales of William E. Kindley and Mamie N. Kindley, his wife, Mortgagees of Rodney R. Kelly and Lucie E. Kelly, his wife, Mortgagors, respectfully shows unto your Honors:

First: That on the 1st day of April, 1930, a certain Rodney R. Kelly and Lucie E. Kelly, his wife, executed a Mortgage upon certain real estate that was conveyed to them by deed dated April 1, 1930, by William E. Kindley and Mamie N. Kindley, his wife, and recorded in Liber 374, Folio 115, etc., one of the Land Records of Frederick County, Maryland, situate in New Market District, in Frederick County, Maryland, consisting of a farm containing one hundred and twenty acres of land, more or less, with the improvements thereon, and which lands are described and conveyed in and by said mortgage unto William E. Kindley and Mamie N. Kindley, his wife, Mortgagees, to secure the payment of a certain single bill of even date therewith and payable to the order of said Mortgagees for the sum of Four thousand Dollars ($4,000.00), payable one year after date, with interest from date at five per cent. per annum, and which single bill for the sum of $4,000.00 with interest from October 16, 1931, in the amount of $716.00, or a total indebtedness of $4716.00, is still due and owing to your Petitioners and Mortgagees; said single bill is herewith filed as Exhibit "No. 1" to this Petition and Report of Sale, and which, together with all other Exhibits filed herewith, is prayed to be taken and considered as a part hereof.

Second: That said Mortgage contains a provision that if the said Rodney R. Kelly and Lucie E. Kelly, his wife, should default in the payment of said single bill for the sum of $4,000.00, or the interest thereon when the same becomes due and payable, or in any covenant or condition of said mortgage, it shall be lawful for the said William E. Kindley and Mamie N. Kindley, his wife, their personal representatives and assigns, to sell said mortgaged premises as prescribed in the power of sale therein contained; as will appear by a certified copy of said mortgage filed herewith as Exhibit "No. 2" to this Petition and Report of Sale.

Third: That the said Rodney R. Kelly and Lucie E. Kelly, his wife, did default in the payment of said single bill and the interest thereon when the same was due and payable, and in other covenants in said mortgage contained, whereupon your Petitioners and Mortgagees became authorized to exercise the power of sale in said mortgage contained, and they having first given bond as provided by law, did advertise, pursuant to the power of sale, the property sold as above described, at the Court House door in Frederick City, Maryland, (as the mortgage provided) on the 25th day of May, 1935, at 10:30 o'clock a. m., after having given at least three weeks' previous notice of sale in the POST, a daily newspaper printed and published in Frederick County, Maryland, at least once a week for three successive weeks prior to the day of sale, as will appear by the Printer's Certificate filed herewith marked Exhibit "No. 3," and did then and there offer said real estate at public auction to the highest bidder for cash, and then and there sold the same to William E. Kindley and Mamie N. Kindley, at and for the sum of Four thousand Dollars ($4,000.00), they being the highest and best bidders therefor, taking their Acknowledgment of Purchase for the amount of the purchase price which is herewith filed as Exhibit "No. 4."

Your Petitioners report the aggregate amount of sale to be Four thousand Dollars ($4000.00) and pray your Honors that said sale may be ratified and confirmed by your Honorable Court.