

## PETITION AND REPORT OF SALE

Thomas M. Harrington, Assignee of  
Mortgage to The Federal Land Bank  
of Baltimore from John A. Clem  
and Annie M. Clem, his wife.

No. 13227 Equity  
In the Circuit Court for Frederick  
County, Sitting as a Court of Equity

## ON PETITION

To the Honorable, the Judges of said Court:-

The Petition of Thomas M. Harrington, Assignee of The Federal Land Bank of Baltimore, Mortgagee in the hereinafter mentioned mortgage from John A. Clem and Annie M. Clem, his wife, to the said The Federal Land Bank of Baltimore, respectfully shows unto your Honors:-

FIRST: That the said John A. Clem and Annie M. Clem, his wife, being indebted to The Federal Land Bank of Baltimore in the sum of Seventeen Hundred Dollars (\$1,700.00) executed their promissory note for the said sum of money on the 27th day of December, A. D. 1924, payable in sixty-eight semi-annual payments of Fifty-five Dollars and Twenty-five cents (\$55.25) each and a final installment of Fifty-five Dollars and Eleven Cents (\$55.11) subject to the Amortization Table provided by The Federal Farm Loan Board, which is more fully explained 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 The Federal Land Bank of Baltimore, their Deed of Mortgage granting and conveying unto The Federal Land Bank of Baltimore, as Mortgagee, all the following described real estate, land and premises, situate, lying and being in Creagerstown and Emmitsburg Election Districts, Frederick County, in the State of Maryland, containing 59 acres, 2 roods and 23 perches, more or less, and embraced within the following courses and distances: Beginning at a natural spring of water on the line of the land hereby conveyed and the land now owned by Willie C. Miller and run with said Willie C. Miller's land three courses as follows:- N 50° E 31.36 ps. to a stone planted, thence N 6° E 110 ps. to a stone planted, thence S 84½° E 22.72 ps. to a stone planted at a corner of land now owned by William C. Fleagle and with his land S ¼° W 144.6 ps. to the S side of the road leading to Graceham and with said road reverse N 78° E 4.48 ps. to a corner of land now owned by Henry Miller and with said land S 9¼° W 51.8 ps. to a stone, thence S. 75 3/4° W. 66.9 ps. to a corner of the land of Charles Krise and with said land up and across Beaver Dam Creek N. 13½° W 42.2 ps. to a stake, thence with the land of Frederick C. Fisher N. 50½° W 10 ps. to a stake on the W. bank of Beaver Dam Creek and thence N. 38½° E. 46 ps. to the beginning. Being the same tract of 59 acres, 2 roods and 23 perches that was conveyed to said John A. Clem by deed from Charles C. Waters, Trustee dated June 23, 1915 and recorded among the Land Records of said County in Liber H. W. B. No. 312, folio 559.

Second, that there is still due and owing to your Petitioner at this time on said mortgage note the principal sum of Fifteen Hundred and Fifty-seven Dollars and Twenty-one cents (\$1,557.21) with interest from the 27th day of December, 1931, as will appear by reference to the said promissory note filed herewith, as a part hereof, and marked "Exhibit A"; and is further explained by the Statement of Mortgage Claim also filed herewith, as a part hereof, and marked "Exhibit B".

Third, that there is in said Mortgage a certified copy of which is filed herewith and marked "Exhibit Mortgage", a provision that if default be made by the said Mortgagors in the payment of any of the amortization payments in the above described note as provided to be made then the whole debt thereby secured shall become immediately due and demandable and it shall be lawful for your Petitioner, as Assignee aforesaid, to sell the said real estate conveyed by said Mortgage, at public auction, upon giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the County wherein said land is situated, prior to the day of sale; and said default having been made in the payment, your Petitioner became duly authorized to execute the power of sale contained in said Mortgage, by reason of default.