

PETITION AND REPORT OF SALE

William M. Kennedy, Attorney or	"	No. 13298 Equity
Agent named in a mortgage from	"	
Carson L. Burns and Myra A.	"	In the Circuit Court
Burns, his wife, to The Real	"	
Estate and Improvement Company	"	For Frederick County,
of Baltimore City, a body Corporate,	"	
On	"	IN
Petition	"	
	"	Equity.

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 William M. Kennedy, Attorney or Agent named in a mortgage from Carson L. Burns and Myra A. Burns, his wife to The Real Estate and Improvement Company of Baltimore City, a body corporate, respectfully shows unto your Honors:

First: That on the twelfth day of October, in the year 1926, Carson L. Burns and Myra A. Burns, his wife, being then indebted unto The Real Estate and Improvement Company of Baltimore City, in the sum of Eighteen Hundred Dollars (\$1,800.00) with interest thereon from said date at the rate of six per cent per annum, payable in monthly installments of at least Twenty-seven Dollars (\$27.00) including interest, beginning for the first installment thereof on the last day of October, 1926, executed their deed of mortgage of said date to secure the payment of the said sum whereby they conveyed unto the said The Real Estate and Improvement Company of Baltimore City, all that piece or parcel of ground situate, lying and being in Brunswick, Frederick County, State of Maryland, and described as follows, that is to say:

Beginning for the same at a point on the south margin of East "C" Street (formerly Second Street as shown on a plat of C. M. Wenner's Addition to Brunswick recorded in Liber W. I. P. No. 11, Folio 506), at the northwest corner of lot number five (5) said point being two hundred and forty-six and no tenths (246.0) feet from the east margin of Maple Avenue as shown on plat No. 260826 prepared by Emory C. Crum, Frederick, Maryland, which was recorded with the deed hereinafter mentioned; and running thence by and with the western margin of said lot number five (5) south  $6\frac{1}{2}$  degrees West ninety-three and seven tenths (93.7) feet to the rear of the property hereby intended to be conveyed; thence south  $84\frac{1}{2}$  degrees East thirty and four tenths (30.4) feet; thence North  $6\frac{1}{2}$  degrees east ninety-four and one-tenth (94.1) feet to the aforesaid south margin of East "C" (formerly second) Street; thence by and with the same North  $84\frac{1}{2}$  degrees west thirty and no tenths (30.0) feet to the beginning.

Being the same property conveyed unto the said Carson L. Burns and Myra A. Burns, his wife, by Howard Marvin Jones and Mabel C. Jones, his wife, by deed bearing date on the seventh day of October, 1926 and recorded in Liber No. 360, Folio 114, one of the Land Records of Frederick County.

In which said mortgage it was among other things provided that in the event of three of the above mentioned <sup>monthly</sup> installments being due and unpaid, the entire mortgage debt intended to be thereby secured should be deemed due and demandable, and it should be lawful for the said The Real Estate and Improvement Company of Baltimore City, its successors or assigns, or William M. Kennedy, of Baltimore City, its or their Attorney or Agent, at any time after such default, to sell the property thereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay the said indebtedness and other charges and all costs incurred in making said sale, upon giving twenty days notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, and to apply the proceeds of sale as in the said mortgage stipulated, all of which will fully appear by reference to a certified copy of the said mortgage filed herewith 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.

Second: That default has been made in the payment of three and more of the monthly installments above mentioned at the time limited for the payment thereof, and in the payment of other costs and charges as in said mortgage provided, whereupon the said William M. Kennedy, Attorney