

## PETITION AND REPORT OF SALE

Alban M. Wood, Assignee	"	No. 13448 Equity.
of Carrie E. Shafer, Assignee	"	In the Circuit Court
of Commercial Bank of Maryland,	"	For Frederick County
a body corporate, Mortgagee of	"	Maryland, sitting as a
Ralph B. Routzahn and	"	Court of Equity.
Clara E. Routzahn, his wife,	"	
on	"	
Petition.	"	

To the Honorable the Judges of said Court:

The Petition of Alban M. Wood, Assignee of Carrie E. Shafer, Assignee of the Commercial Bank of Maryland, a body corporate, Mortgagee of Ralph B. Routzahn and Clara E. Routzahn, his wife, respectfully shows unto your Honors:

First: That the said Ralph B. Routzahn and Clara E. Routzahn, his wife, being indebted unto the said Alban M. Wood, Assignee, of Frederick, Maryland, in the sum of Eighteen hundred and fifty Dollars (\$1850.00), executed their promissory note for the said sum on March 26, 1930, payable to the Commercial Bank of Maryland, six months after date, and for the purpose of securing the payment of said promissory note, they executed and delivered unto said Commercial Bank of Maryland, as Mortgagee, all those two lots or parcels of ground, situate, lying and being in Frederick County, Maryland, containing in the aggregate 1 acre, 1 rood and 42 square perches of land, more or less, together with the improvements thereon, which were described and conveyed in a certain deed from A. Lincoln Poole and Nannie A. Poole, his wife, to the said Mortgagors, dated March 31, 1927, and duly recorded in Liber 362, Folio 99, one of the Land Records of Frederick County. A description of this property will be found in said mortgage, a certified copy of which is filed herewith, as a part hereof, marked Exhibit "A," said mortgage being dated the 26th day of March, 1930, and recorded in Liber 373, Folio 486, one of said Land Records, together with the assignments thereon.

Second: That there is still due and owing to your Petitioner at this time upon said mortgage note the principal sum of \$1075.00, with interest from the 29th day of October, 1936, to January 30, 1937, the day of sale, as will appear by reference to said promissory note, which is filed herewith, as a part hereof and marked Exhibit "B".

Third: That there is in said mortgage Exhibit "A" a provision that if default be made by the said Mortgagors in the payment of said Promissory note at maturity, or in the payment of any installment of interest when the same becomes due, it shall be lawful for your Petitioner, as Assignee aforesaid, or any Assignee of said mortgage, to sell the said real estate conveyed by the said mortgage, at public sale, at the Court House door in Frederick City, Frederick County, Maryland, at auction, for cash, after giving at least three weeks public notice of the time, place, manner and terms of sale in some newspaper published in said Frederick County, once a week for three successive weeks prior to the day of sale, and said default having been made in the payment of principal and interest on said mortgage note, your Petitioner became Assignee and authorized to exercise the power of sale contained in said mortgage, by reason of said default.

Fourth: That your Petitioner having first advertised said real estate once a week for three successive weeks in the POST, a daily newspaper published in Frederick County, Maryland, setting forth the time, place, manner and terms of sale, as will appear by reference to the printers certificate filed herewith, as a part hereof, marked Exhibit "C", and after having filed his duly approved bond in your Honorable Court, offered said real estate at public sale at the Court House door in Frederick City, Frederick County, Maryland, on Saturday, January 30, 1937, at the hour of 11 o'clock a. m., and then and there sold the property No. 1 in said mortgage unto William H. Gaver, he being then and there the highest and best bidder therefor, at and for the sum of Thirteen hundred and eighty-five Dollars