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PETITION AND REPORT OF SALE.

William M. Storm, Assignee of Farmers & Mechanics National Bank of Frederick, Trustee under the Will of Henry M. Gittinger, deceased, No. 12,937 Equity, in the Circuit Court for Frederick County, mortgagee of John D. Mause, Viola C. Mause, his wife, and Margie E. Poffinberger, widow	"	No. 13861 Equity
	"	In the Circuit Court
	"	for Frederick County.
	"	
	"	
On	"	
Petition	"	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition and Report of Sales of William M. Storm, Assignee in the above entitled cause, respectfully represents:

FIRST: That on the 19th day of July, 1935, a certain John D. Mause, Viola C. Mause, his wife, and Margie E. Poffinberger, widow, executed their promissory note for the sum of \$3000.00, payable to the order of Farmers & Mechanics National Bank of Frederick, a body corporate, Trustee in No. 12,937 Equity, in the Circuit Court for Frederick County, six months after date, and to secure the payment of said promissory note at maturity the said John D. Mause, Viola C. Mause, his wife, and Margie E. Poffinberger, widow, executed their deed of mortgage conveying all that tract of land situate, lying and being in Frederick County, Maryland, and being a tract of land called "The Seven Partners" re-surveyed for Jacob Rhoades of Frederick County, on the 18th day of May, 1809, which re-survey is duly recorded in Liber T. H. O. No. 1, folio 275, one of the Record Books of Resurveys in the office of the County Surveyor, reference thereto will more fully appear. Said property containing 176 acres of land, more or less. And being the same land conveyed by I. Statton Smith and wife, to Reno B. Poffinberger (now deceased), Margie E. Poffinberger, his wife, John D. Mause, Viola C. Mause, his wife, by deed dated December 12, 1929, and recorded in Liber No. 372, folio 405, one of the Land Records for Frederick County, a certified copy of said mortgage being filed herewith marked Exhibit No. 1 to this Petition and Report of Sale, which said mortgage was, on the 13th day of January, 1939, assigned to William M. Storm, which will appear by reference to said mortgage.

SECOND: That said mortgage contained a covenant that if the said mortgagors should default in the payment of said promissory note at maturity or the interest thereon, it should be lawful for the said mortgagee or its assigns to exercise the power of sale therein contained.

THIRD: That the said mortgagors did default in the payment of said promissory note, whereupon your Petitioner as the Assignee of said mortgage, became empowered and authorized to sell the property conveyed by said mortgage, and your Petitioner, after filing his bond as required by law, advertised the real estate conveyed by said mortgage in the Frederick News, and Frederick Post, newspapers printed and published in Frederick County, for more than twenty days prior to the day of sale, and pursuant to said notice your Petitioner did attend in front of the Court House Door in Frederick City, Maryland, on Saturday, February 4, 1939, at the hour of eleven o'clock, a. m. it being the time and place mentioned in said advertisement of sale, and then and there sold the real estate mentioned in said advertisement of sale to Myersville Savings Bank, a body corporate, at and for the sum of FORTY-SIX HUNDRED (\$4600.00) DOLLARS, it being the highest and best bidder therefor, taking its certificate of purchase for the amount of the purchase money, which is filed herewith and marked Exhibit No. 2 to this Petition and Report of Sale.

And your Petitioner reports the aggregate amount of said sale to be \$4600.00, all of which is submitted for the action of your Honorable Court, and your Petitioner prays that said sales may be finally ratified and confirmed.