

PETITION AND REPORT
OF SALE.

William L. Smith and Howard L. Smith, Surviving Trustees, Mortgagees of Beulah F. Stull, Mortgagor,	" " " " "	No. 14003 Equity In the Circuit Court for Frederick County, Maryland, sitting as a Court of Equity.
On	"	
Petition.	"	

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TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition and Report of Sale of William L. Smith and Howard L. Smith, Surviving Trustees, Mortgagees of Beulah F. Stull, Mortgagor, respectfully shows unto your Honors:

1. That a certain Beulah F. Stull, being indebted unto William L. Smith and Howard L. Smith, Surviving Trustees, upon a promissory note bearing date August 24, 1936, for the sum of Twenty-five Hundred Dollars, with interest from date at 5%, payable six months after date, and to secure the payment of said promissory note and interest thereon for said sum of money, the said Beulah F. Stull did on said 24th day of August, 1936, execute a mortgage to the said William L. Smith and Howard L. Smith, Surviving Trustees, which is duly recorded in Liber 403, folio 315, one of the Land Records for Frederick County, Maryland, conveying to said William L. Smith and Howard L. Smith, Surviving Trustees, Mortgagees, All that tract or parcel of land situated and being in Creagers-town District in Frederick County, Maryland, known as the George F. Stottlemeyer farm, containing eighty-eight acres of land, more or less, and being the same real estate conveyed to the said Beulah F. Stull by William J. Martin and wife, by deed dated October 3, 1931, and recorded in Liber No. 380, folio 433, etc., one of the Land Records for Frederick County, Maryland, a certified copy of which said mortgage is filed herewith as Exhibit No. 1, which together with all other exhibits is prayed to be taken and considered as a part hereof.

2. That there is still due and owing unto William L. Smith and Howard L. Smith, Surviving Trustees and Mortgagees, the sum of Twenty-three Hundred Dollars, with interest at 5% per annum from the 24th day of August, 1938.

3. That default has occurred in the payment of said promissory note in both the principal and interest due thereon as aforesaid, and according to the tenor of said note and mortgage, and by virtue of the power of sale contained in said mortgage, Your Petitioners proceeded to sell the said real estate described and conveyed in said mortgage and above described, at public sale, in accordance with the terms of said mortgage, having first filed their bond, duly approved by the Clerk of the Circuit Court in the penalty of Five Thousand Dollars, and after having advertised said property at least once a week for three successive weeks in The Post, a daily newspaper, printed and published in Frederick County, Maryland, prior to the day of sale, as evidenced by the Printer's Certificate filed herewith as a part hereof marked Exhibit No. 2, setting forth the time, place, manner and terms of sale, Your Petitioners personally attended said sale and offered said real estate at Public Sale at the Court House door in Frederick City, Maryland, on the 16th day of September, 1939, at the hour of 11 o'clock A. M., being the date, time, hour and place set forth in said advertisement of sale, and then and there sold said real estate unto William L. Smith and Howard L. Smith, Surviving Trustees they being the highest and best bidder therefor, at and for the sum of Twenty three hundred Dollars, and Your Petitioners caused the purchasers to sign an Acknowledgment of Purchase, which is filed herewith as a part hereof marked Exhibit No. 3.

Wherefore, Your Petitioners report the total amount of the sale to be \$2300.00, and pray that said sale hereinbefore reported may be finally ratified and confirmed by Your