

## Petition and Report of

Sale.

Reno S. Harp, Assignee of	"	No. 13879 Equity
Isaac G. Waltz, Mortgagee	"	In the Circuit Court
of Paul C. Waltz and Cora R.	"	for Frederick County,
Waltz, his wife, Mortgagors,	"	Maryland, sitting as
ON	"	a Court of Equity.
PETITION	"	

To the Honorable, the Judges of the Circuit Court of Frederick County, Maryland, sitting as a Court of Equity;-

The Petition and Report of Sale of Reno S. Harp, Assignee of Isaac G. Waltz, Mortgagee of Paul C. Waltz and Cora R. Waltz, his wife, respectfully represents unto your Honors;-

That Paul C. Waltz and Cora R. Waltz, his wife, residents of Frederick County, Maryland being indebted to Isaac G. Waltz, of Frederick County, Maryland, in the sum of Twenty-Two Hundred and Nine Dollars and Thirty-Eight Cents (\$2209.38), upon their promissory note dated April 6th, in the year 1933, payable to Isaac G. Waltz, or order, one year after date, the interest at the rate of six per centum per annum, payable quarterly, for the better securing the payment of said promissory note executed their deed of mortgage dated April 6th, in the year 1933, wherein and whereby they conveyed in fee simple to the said Isaac G. Waltz as mortgagee real estate situated on the North side of West South Street, in Frederick City, in Frederick County, Maryland, being the same lot or parcel of ground, with all improvements thereon, which was conveyed to the said Paul C. Waltz and Cora R. Waltz, his wife, by Edna N. Slifer, widow, by Deed dated March 5, 1920, and recorded in Liber No. 331, at folios 269, etc., one of the Land Records of Frederick County, Maryland, all of which will more fully and at large appear by reference to a duly certified copy of said mortgage as recorded in Liber No. 387, at folios 381, etc., one of the Land Records of Frederick County, Maryland, filed herewith as a part hereof and marked "Exhibit A", that said mortgage provided until default be made in the payment of the promissory note aforesaid at maturity, or any renewal thereof, said mortgagors shall possess the mortgaged premises as of their then interest therein.

That said mortgage further provided if default be made in the payment of the promissory note at maturity, or if renewed, default be made in the payment of any renewal thereof, or in the payment of any interest due thereon, then it shall be lawful for said mortgagee, his heirs or assigns, to sell the mortgaged property at the Court House door, in Frederick City, Maryland, at public auction, for cash, after having first given at least three weeks previous notice of such sale inserted in some newspaper published in Frederick County, Maryland, of the time, place, manner and terms of sale, all of which will more fully appear by reference to said "Exhibit A".

That default was made by said mortgagors in the payment of said promissory note and the interest thereon, from the date January 24th, 1934, as will appear by reference to said promissory note filed herewith as a part hereof and marked "Exhibit B".

That default having been made in the payment of the mortgage debt and interest, the said Isaac G. Waltz assigned the above mortgage unto your Petitioner for the purpose of foreclosure as will appear by reference to said "Exhibit A".

That your Petitioner having filed his duly approved Bond with the Clerk of your Honorable Court in the penalty of Six Thousand Dollars, and having advertised the real estate described and conveyed by said Mortgage, in "The News", a newspaper published in Frederick County, once a week for three successive weeks prior to the 11th day of March, 1939, stating the time, place, manner and terms of sale, as will more fully appear by reference to the Printer's