

IN THE MATTER OF LEO WEINBERG, ASSIGNEE OF GILMORE R. FLAUTT, MORTGAGEE OF FREDERICK T. BISER, UNMARRIED,
ON PETITION.
IN THE CIRCUIT COURT FOR FREDERICK COUNTY,
IN EQUITY.
No. 12448

TO THE HONORABLE JUDGES OF SAID COURT:

The Petition and Report of Sales of Leo Weinberg, Assignee of Gilmore R. Flautt, Mortgagee of Frederick T. Biser, unmarried, respectfully shows:

FIRST: That on March 26, 1923, Gilmore R. Flautt loaned to Frederick T. Biser the sum of Eight Thousand Dollars (\$8,000), as evidenced by the promissory note of the said Frederick T. Biser, bearing date March 26, 1923, payable to the order of Gilmore R. Flautt, one year after date, with interest at the rate of six per cent. per annum, payable semi-annually, said note being herewith filed as part hereof, marked Exhibit No. 1; and to secure the payment thereof, the said Frederick T. Biser, on said date, March 26, 1923, executed, acknowledged and delivered to the said Gilmore R. Flautt a mortgage, which is duly recorded in Liber No. 341, folio 550, one of the Land Records of Frederick County, Maryland, a certified copy of which is herewith filed as part hereof, marked Exhibit No. 2.

SECOND: That in said Mortgage it is provided as follows:

"That if default shall be made in the payment of said promissory note or any renewal thereof, at maturity or the interest thereon, or if default shall be made in any of the covenants of this mortgage, then it shall be lawful for the said Gilmore R. Flautt, his personal representatives or assigns to sell the mortgaged premises in front of the Court House door in Frederick City, Frederick County, Maryland, at public auction for cash, after giving at least three weeks prior notice