

2670 P. Trust.

John L. Routzahn, Trustee named : No. 14345 Equity
 in the Mortgage from Leonard V. Shank : In the Circuit Court for
 and Catharine E. Shank, his wife, to : Frederick County, sitting
 Middletown Savings Bank of Frederick : as a Court of Equity.
 County Maryland.

On Petition.

To the Honorable, the Judges of said Court;

The petition and report of sale of John L. Routzahn, Trustee named in the Mortgage from Leonard V. Shank and Catharine E. Shank his wife to Middletown Savings Bank of Frederick County Maryland respectfully shows unto your Honors;-

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First; That on August 29th., 1938 Leonard V. Shank and Catharine E. Shank, his wife, executed a Mortgage conveying unto the Middletown Savings Bank of Frederick County Maryland, all that tract of land situated in Frederick County, State of Maryland, containing 16 acres, 2 roods and 20 sq. perches of land, and being all and the same property which was conveyed unto the said Leonard V. Shank and Catharine E. Shank, his wife, by deed executed by John E. O'Neal and Cora E. O'Neal, his wife, dated September 17th. 1935 and recorded in Liber 399 folio 385, one of the land records of Frederick County, to secure the payment of a promissory note of even date therewith, payable to Middletown Savings Bank of Frederick County Maryland or order, for the sum of Two Hundred Dollars, payable six months after date, which promissory note has been subsequently renewed, the last renewal being for the sum of Two Hundred Dollars, dated August 28th, 1940 for six months, becoming due and payable on February 28th. 1941, which note is herewith filed, marked Exhibit No. 1, which sum of Two Hundred Dollars is still due and unpaid, with interest thereon from maturity, and which Mortgage contained a provision that if the Mortgagors should pay the aforesaid note at maturity or any renewal thereof at maturity, then the mortgage should be void, otherwise to be in full force and effect, all of which will appear by reference to a certified copy of the said mortgage herewith filed and marked exhibit No. 2.

Second; That the mortgagors did default in the payment of the