

To the Honorable the Judges of the Sixth Judicial Circuit of the State of Maryland, sitting in the Circuit Court for Frederick County as a Court of Equity.

The Bill of Complaint of the Frederick Town Savings Institution a body corporate of Frederick County State of Maryland respectfully shews unto your Honors that a certain Anthony Kimmel of Frederick County being indebted by his promissory note dated on the 22nd day of March in the year 1868 payable to Lewis Rauschberg Secretary or order in the sum of Three Thousand dollars which said promissory note was endorsed by the said Lewis Rauschberg to your Complainant, and for the purpose of securing the payment of said promissory note, the said Anthony Kimmel by his deed of Mortgage dated on the twenty ninth day of March in the year Eighteen hundred and Sixty, conveyed to your Complainant all his Lands tenements Real Estate and Real Property situate in the County of Frederick State of Maryland all of which will more fully and at large appear by reference to said Promissory Note and a certified copy of said Mortgage herewith Exhibited marked Exhibit No. 182 which your Complainant prays together with all other Exhibits hereinafter produce may be taken and considered as part this is Bill of Complaint. Your Complainant further states that the said Anthony Kimmel by his other promissory Note dated on the Twentieth day of December in the year Eighteen hundred and Sixty five payable six months after date to B A Cunningham Secretary or order in the sum of One thousand and by said B A Cunningham Secretary endorsed to your Complainant stands indebted to your Complainant in said sum of money did by his deed of Mortgage executed on the 15th day of December in the year 1865 convey to your Complainant all his Lands tenements and Real Estate situate in the County of Frederick State of Maryland all of which will more fully and at large appear by reference to a certified copy of said Mortgage and the promissory Note herewith Exhibited marked Exhibit No. 384 Your Complainant further states that the said Anthony Kimmel by his promissory Note dated on the 15th day of April in the year 1869 payable six months after date to B A Cunningham or order in the sum of One hundred and fifty dollars and by him endorsed to your Complainant stands indebted to your Complainant in the sum of money recited in said promissory Note and for the purpose of securing the payment of said sum of money the said Anthony Kimmel did on the 15th day of April in the year 1869 by his deed of Mortgage convey to your Complainant all his Lands tenements hereditaments and Real Estate situate lying and being in Frederick County State of Maryland all of which will more fully and at large appear by reference to the said promissory Note and a certified copy of said deed of Mortgage herewith Exhibited marked Exhibit 586. Your Complainant further states that to all of said Mortgages there is a condition annexed that said Mortgages are to be null and void if the said Anthony Kimmel shall pay to your Complainant the said sum of money specified in said promissory notes when the same shall become due & payable according to the tenor and effect of said promissory notes. Your Complainant further states that at the time of the execution of the Mortgages aforesaid