

herewith Exhibited marked Exhibits A. 16. 17. 18. 19 & 20. Your Complainant further states that said Anthony Kimmel died intestate on the 24<sup>th</sup> day of April in the year 1871 unmarried leaving an only child Anthony J. Kimmel who has intermarried with Mary Morgan and to whom said Lands tenements and Real Estate descended. And your Complainant charges that no part of the principal of the sums of money mentioned in said promissory notes has been paid by the said Anthony Kimmel in his lifetime or by any one since his death but that the principal of the Note of \$3000. and interest from the 18<sup>th</sup> day of February 1871 is still due and unpaid and that the principal of the Note of \$1000. and interest from the 18<sup>th</sup> day of February 1871 is still due and unpaid and that the principal of the Note of \$950. and interest from the 18<sup>th</sup> day of February 1871 is still due and unpaid. And your Complainant further charges that there is now due and owing on the Mortgage debts aforesaid the said sums of money heretofore stated and the interest due thereon from the 18<sup>th</sup> day of February 1871 although the time limited by the conditions aforesaid have long since passed and payment thereof has been duly demanded. To the end therefore that the said Defendants hereinafter named may answer the matters and things herebefore stated as fully and as particularly as if hereinabove stated and they were therewith specially interrogated and that the Mortgaged premises may be sold for payment of your Complainant's claims and the interest due thereon and that your Complainant may have such other & further relief as the nature and Equity of its case may require. May it please your Honor to grant unto your Complainant the Writ of Subpoena against the said Anthony J. Kimmel and Mary Kimmel his Wife, the District County National Bank Simon C. Simmons Lewis Mackell William White and William C. Anderson of Frederick County commanding them to appear in this Court at some certain day to be therein named to answer the premises and abide by and perform such decree as may be passed thereon and as in duty bound go

William J. Ross  
Charles H. Ross  
Solicitor for Complainant

Filed May 3<sup>rd</sup> 1871.

"Exhibit 1" \$3000.

Frederick March 22<sup>nd</sup> 1860.

Six Months after date I promise to pay to Lewis Rausburg Secretary or order Three Thousand dollars for value received negotiable and payable at the Frederick Town Savings Institution

Anthony Kimmel

Interest paid to 22<sup>nd</sup> March 1861. Interest paid up to July 1<sup>st</sup> 1860  
Jan 7<sup>th</sup> 68 Int paid to July 24<sup>th</sup> /67. April 14/69 paid to October 18/69.  
March 14/70 Int paid to April 19/70

L. Rausburg.

June 23<sup>rd</sup> 70. Interest paid to October 17 70 July 10<sup>th</sup> 71 Int paid to July 18 71  
August 29<sup>th</sup> 71 Int paid to May 18<sup>th</sup> 71 Debt \$3000. interest \$640 total \$3640.  
Filed May 3 1871.

"Exhibit 2"

This Mortgage made this 29<sup>th</sup> day of March in the year 1860 by one Anthony Kimmel of Frederick County, in the State of Maryland with me L. Rausburg