

Susan Trout Mary A. E. Trout Bradley J. Trout and Mary E. Trout his wife William P. Grove and Julia M. Grove his wife did by their Deed of Mortgage dated on the 25th day of November in the year 1873 convey to your Complainant "all that part of a tract of Land called "Rocky Creek" situate lying and being in the County of Frederick and State of Maryland" containing One hundred and forty six acres, two Roods and twenty one perches of Land, and being the same Land described in the Exhibits herein before produced, and to which said Deed of Mortgage there is a condition annexed, that if the said parties of of the first part shall pay over before the 25th day of May in the year 1874 to the said Complainant the sum of One thousand and forty nine dollars, and Seventy one cents with interest thereon from the date hereof according to the tenor of their sealed note aforesaid, and shall also pay to the said Catharine J. Frego Eleanor C. Frego David W. Frego and John F. Frego for the four several single bills aforesaid with the interest thereon when payment of single bills shall be demanded, so as to release the said George Thomas of N.C. from all liability therefor as their surety, and shall in the meantime and at all times hereafter well and sufficiently save harmless and keep indemnified the said George Thomas of N.C. and his personal representatives from and against all loss costs charges damages and expenses whatsoever that might result to him by reason of his suretyship in the four several single bills aforesaid, then that said Mortgage shall be void all of which will appear by reference to said several single bills, and a certified copy of said Deed of Mortgage herewith exhibited marked Exhibits Nos 4, 5 6 7 8 & 9. And your Complainant charges that no part of the aforesaid Mortgage debt has been paid to him or the interest accruing thereon, although the time limited for the payment thereof by the condition of the Mortgage deed aforesaid has long since passed and payment thereof has been demanded. And your Complainant states there is now due him on the Mortgage debt the amounts as follows: your Complainant having been compelled to take up and pay all of said four several single bills aforesaid upon which he was surety as aforesaid.

1st, Note of Susan Trout to her for \$1049.71, with int from Nov 25th 1873

2, Note of Susan Trout to her to G. J. Frego Exh. No 5 \$991.76 due from Sept 10th 1876

3 Note of Susan Trout to her to G. J. Frego Exh. No 6 \$991.76 due from Sept 10th 1876.

4 Note of Susan Trout to her to G. J. Frego Exh. No 7 \$985.63 due from Oct 1st 1876.

5 Note of Susan Trout to her to John F. Frego Exh. No 8 \$978.81 due from Dec 21st 1875

6 And the sum of \$58.36 interest on said notes paid by your Complainant George Thomas of N.C. as appears by Exhibit No. 10. And your Complainant further charges that prior to the execution of the Mortgage to your Complainant by the said Susan Trout, Mary A. E. Trout Bradley J. Trout and Mary E. Trout his wife and William P. Grove and Julia M. Grove his wife, the said Susanna Trout George H. Trout Bradley J. Trout Mary A. E. Trout and Julia M. Trout being indebted to a certain Daniel Scholl by their single bill dated on the 11th day of December in the year 1866 payable one year after date in the sum of Sixteen hundred dollars with interest, and to secure the payment of the said sum of money with interest thereon the said Susanna Trout George H. Trout Bradley J. Trout Mary A. E. Trout and Julia M. Trout did by Deed of Mortgage dated on the 11th day of December in the year 1866 convey to the said Daniel Scholl all their undivided interest in and to said Real Estate aforesaid and described in Exhibits Nos 1 & 2 heretofore filed and exhibited in this cause, and your Complainant further charges that prior to the execution of the Mortgages aforesaid, the said Susanna Trout, George