No 5478 Equity.

The present Tenant to have the right to remove present growing crop and the granary

Lewis Lamar -

Clayton O Reedy, Assignee of George B. Oswald and Daniel E Oswald Executors &c

— vs —

Petition

No. 5478 Equity
In the Circuit Court for Frederick County sitting as a Court of Equity.

To, the Honorable, the Judges of said Court:—

The Petition of Lewis Lamar respectfully shows unto Your Honors:—

Petition of Lewis Lamar Second Mortgage and Court's Order thereon ---

1. That after the execution of the Mortgage under which the land and premises in this case have been sold, the Mortgager Jacob Williams Sr executed a Second Mortgage, on the same premises to your petitioner to secure the payment of the Sum of Two Hundred Dollars with interest from the 22d day of August 1888, as will fully appear by reference to said Mortgage herewith filed, marked Exhibit No. 2. which is prayed to be taken and considered as part hereof

2.- That said second Mortgage is due and wholly unpaid both as to principal and interest and your Petitioner is entitled to have the surplus proceeds of sale, after payment of the first Mortgage claim and expenses paid over to him or so much thereof as will satisfy his claim.

3 = Wherefore your Petitioner prays your Honors to pass an order in accordance with his lawful rights in the premises and also to grant him General Relief -

Jas. McSherry
John A Lynch -
Judges of the Cir - Court

Exhibit No 2.

This Mortgage made made this Twenty - Second day of August in the Year Eighteen Hundred and Eighty three, by Jacob Williams Sr. of Frederick County in the State of Maryland - Witnesseth - that in consideration of Two Hundred Dollars the said Jacob Williams Sr. does grant unto Lewis Lamar of said County, all that parcel of land situate in said County, the same being part of a tract of land called "Piney Lane" or "Piney Meadow", and part of a tract called "Good Hope" Beginning at the end of the 11th line of Geo. Kuhn's land and running thence, S. 80° W 59 ps. N 12° E 16 ps N 3° E. 18 ps West 4 ps N. 3° E 50 ps East 60 ps. then with D Oswald's part of said land. S. 86½° W 89 ps. then S. 2° W 16⅝ ps then with the School Lot 3 - courses and Distances. N 87° W 16 ps S. 2° E 10 ps S. 87° E 16 ps then S 6½° W 18 ⁴⁄₁₀ ps N. 79° W 81 ³⁄₁₀ ps. then by a straight line to the place of beginning Containing 63½ Acres of land more or less This Conveyance is intended as a Mortgage, to secure the payment of the Sum of Two Hundred Dollars in Two years from the day of the date of these presents with Legal Interest according to the condition of a certain "Promissory Note", dated August 22nd 1883, executed by the said Jacob Williams Sr. to the said Lewis Lamar and these presents shall be null and void, if such payment be made - But in Case default