No. 6494. Equity.

Otho J. Keller, Jacob M. Newman, and Raymond G. Ford, Co-partners trading under the name, style and firm of Keller, Newman & Co.

vs

Clara V. Lambright, Executrix of the last will and testament of Philip H. Lambright deceased, Clara V. Lambright, widow, Philip J. Lambright, [illegible], Philip J. Lambright and Mary A. Lambright, and the Fredericktown Savings Institution, a body Corporate.

No. 6494. Equity.

In the Circuit Court for Frederick County, in Equity.

To the Honorable the Judges of the Circuit Court for Frederick County, sitting as a Court of Equity.

The Bill of Complaint of Otho J. Keller, Jacob M. Newman, and Raymond G. Ford, partners trading in the name, style and firm of Keller, Newman and Co., in behalf of themselves and all others who may come in and contribute to the expenses of this proceeding, respectfully shows unto Your Honors:-

1st. That Philip H. Lambright was, in his lifetime, indebted unto Your Orators for balance due upon open account amounting to the sum of thirty five dollars and sixty cents, as will appear by reference to Exhibit No 1 filed herewith, which together with all other exhibits herein after produced, it is prayed may be taken and considered as part of this, their Bill of Complaint.

2d That the said balance due upon open account as aforesaid, still remains due, owing and unpaid.

3d. That the said Philip H. Lambright departed this life sometime during the Spring or Summer of 1895, and during his lifetime was seized and possessed of a house and lot of ground, situate on the west side of South Market Street, in Frederick City, Frederick County, State of Maryland, it being the same property conveyed to him, the said Philip H. Lambright by Isaac P. Luman and wife, by deed duly recorded in Liber E.S. No 5, folio 147 &c, one of the Land Records of Frederick County, and by deed from Elizabeth Delauder Trustee, dated May 31st 1895. Certified Copies of which are filed herewith marked Exhibits No. 2. & No. 6.

4th. That the said Philip H. Lambright was in his lifetime indebted unto the Fredericktown Savings Institution by his promissory note, in the sum of Twelve hundred dollars, and to secure the payment of the same, did in conjunction with his wife, Clara V. Lambright, execute their deed of Mortgage, dated on the 19th day of March 1887, - Conveying the real estate mentioned and described in Exhibit No 2. to the said Fredericktown Savings Institution, all of which will appear from a Certified Copy of said deed of Mortgage herewith exhibited marked Exhibit No. 3

5th. That your Orators are informed, believe and so charge that the mortgage debt aforesaid to the Fredericktown Savings Institution mentioned in the aforegoing paragraph or a greater portion thereof, together with interest thereon from the month of September 1895, is due