your Orators further charge that the said Henry Lung in the life time of the said George Rodkey paid to him the said Note for sixty five dollars & twelve & a half cents, but that no part of the Note for One Hundred & seventy Nine Dollars & Seventy eight & a half cents, nor the Interest accruing thereon, has been paid to the said George Rodkey in his life time, nor to your Orators, since the death of said George except the sum of seventeen dollars, which is credited on said Note, although the time limited for the payment thereof by the Condition in the Deed aforesaid & payment thereof has been duly demanded of the said Henry Lung. said Note being herewith filed & marked C. To the end therefore that the said Henry Lung and Lynith Lung his wife may answer the several matters and things herein before as fully, and particularly as if they were herein again repeated, and they were thereunto specially interrogated, and that the Real Estate & premises aforesaid or so much thereof as may be necessary, may be sold for the payment to your Orators as executors as aforesaid of the said Debt, with the Interest thereon and that your Orators may have such further or other relief as their case may require, may it please your Honor to grant unto your Orators the writ of Subpa against the said Henry Lung and Lynith Lung his wife of Frederick County Commanding them to appear in this Court on some certain day, to be therein named to answer the premises, and abide by, and perform such Decree as may be passed therein & as in duty bound &c

William N. Hayden
Solr. for Complt.

Exhibit A is in the words & figures following viz.

This Indenture, made this seventeenth day of January, Eighteen Hundred and forty three, Between Henry Lung of Frederick County, in the State of Maryland of the one part, and George Rodkey, of Carroll County, and State aforesaid; Whereas the said Henry Lung stands indebted to George Rodkey, in the sum of two hundred & forty four Dollars, & Ninety one Cents, Current money, as it appears by his two Notes of hand, bearing equal date with these presents with Condition to pay the said sum of money, as follows, One Note of one hundred, and seventy Nine Dollars, & seventy eight Cents & a half payable on the first day of February 1843, with Interest from date, also one other note of the same dated with the sum of sixty five Dollars, & twelve & a half cents, payable on the first day of April next, with Interest on the same from date, the two above mentioned Notes, both dated on the fourteenth day of January 1843, and whereas the said Henry Lung is willing to secure the payment of the money mentioned in the said Notes to the said George Rodkey, by Mortgaging the land, or Tract of Land, and appurtenances as herein described, now this Indenture Witnesseth, That the said Henry Lung, in Consideration of the premises, and also for & in Consideration of the sum of one dollar to him, in hand paid by the said George Rodkey, at the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has given granted, bargained, and sold, and by these presents doth give grant, bargain, sell, alien, enfeoff, and Confirm, unto the said George Rodkey his heirs and assigns forever, all that Tract, or land of Land, lying & being in Frederick County aforesaid, Containing Forty seven acres of Land, more or less, called "Link Together" Conveyed by Peter Fogle, Catharine his wife and Catharine Fogle, to Henry Lung, by a Deed bearing date the 21st day of March, Eighteen Hundred and Forty two, and adjoining Lands of Samuel Bixly and Peter Diffendalls, & others, Together with the building, Improvements, and appurtenances thereunto belonging, or in any wise appertaining