

plaintiffs were securities for George Beckenbaugh of said County on a note of twelve hundred dollars to the Central Bank of Frederick, on a note of six hundred dollars to Richard H. Marshall, on a note of five hundred dollars to W<sup>m</sup>. B. Tabler, which said note your complainants are informed is now held by a certain Geo W Cronm of Fred<sup>d</sup> County. On a note for five hundred dollars to the Mutual Insurance Company of Frederick County; and on a note of ninety five dollars to the Central Bank of Frederick; and that your complainant (with a certain W<sup>m</sup> Zimmerman was security for said George Beckenbaugh on a note for five hundred dollars to the Farmers & Mechanics Bank of Frederick County; and (with a certain Asbury H. Hunt) on a note for three hundred dollars to the Frederick Town Savings Institution, and on a note for one hundred dollars to the Farmers & Mechanics Bank of Frederick County, and (with a certain John Stummel) on a note of one hundred dollars to the Frederick County Bank, and (with the said A. H. Hunt on a note of ninety dollars to the Central Bank of Frederick; and that your Orator M. E. Beckenbaugh was security for said Geo. Beckenbaugh on a note of two hundred & forty one dollars & seventeen cents to Asbury H. Hunt; all of which said notes are particularly described & set forth in a deed of Mortgage herein after referred to & exhibited, your Orator further shew unto your Honor that on said thirteenth of October eighteen hundred & fifty five, the said George Beckenbaugh, in order to counter secure, indemnify & save harmless your Orator, executed to them a deed of Mortgage conveying to them a considerable amount of both real & personal estate; to which said deed there is a condition annexed that it be void on payment by the said George Beckenbaugh of the above recited notes, when due & demanded and your Orator file herewith a copy of said deed marked Exhibit 3 & B, which with all other Exhibits they pray may be taken as part of this their Bill of Complaint, and your Orator charge that all said notes are due & have been demanded & that the said George Beckenbaugh has paid none of them nor part of any of them. Your Orator further shew unto your Honor that on the eleventh of October eighteen hundred & fifty five the said George Beckenbaugh being indebted to a certain Calvin Page of Frederick County in the sum of six hundred & sixty eight dollars & ninety four cents, did on that day execute to said Page a deed of Mortgage, as security for said debt, of all the personal property owned by said Beckenbaugh, & being the same subsequently conveyed to your Orator and your Orator are informed that no part of said debt has yet been paid, and your Orator files herewith a copy of said last named deed marked, Exh. C. P. But now so it is may it please your Honor that your Orators are without adequate relief save by the aid of your Honorable Court, to the ends therefore that the defendants hereinafter named may answer the premises; and that said property may be decreed to be sold & the proceeds applied under the Authority & direction of this Court; and that your Orator may have such other relief as their case may require, may it please your Honor to grant to your Orator the writ of Subpoena against the said George Beckenbaugh, Calvin Page, Richard H. Marshall, W<sup>m</sup>. B. Tabler, George W. Cronm, The Mutual Insurance Company of Frederick County, The Frederick Town Savings Institution, The President & Directors of the Farmers & Mechanics Bank of Frederick County, The President & Directors of the Frederick County Bank, The Central Bank of Frederick & Asbury H. Hunt of Frederick County commanding them

 Exhibit  
 3 & B.