Thomas I. McGill, and your complainants, the several sums of money mentioned in said Mortgage on or before the fifteenth day of October eighteen hundred and fifty six, and Covenanted to be paid by him, on or before said day. But that said several sums of money with the interest respectively due thereon, are still due an unpaid. Your complainant further states that the said Wilson L. Sparrow died intestate without issue leaving a widow named Elizabeth Sparrow living in Frederick County, and the following brothers and sister his heirs at law, to wit, John Wesley Sparrow a brother, a Sister Martha Stockman who married Christian Stockman, all of whom reside in Frederick County, Maryland, a brother Nelson Sparrow, who resides in the State of Indiana, and a brother named William Sparrow who formerly resided in the State of Kentucky who has not been heard of for many years past nor whether living or dead, or whether he left heirs or not. To the end therefore that the said John Wesley Sparrow, Christian Stockman and Martha Stockman his wife, Nelson Sparrow and William Sparrow may answer the several matters and things charged in this Bill of Complaint, and that the mortgaged premises may be sold to satisfy and pay the several Claims secured by said Mortgage with the interest thereon, and that your Complainants may have all such other and further relief in the premises as the nature and Equity of their case may require, May it please your Honor to grant to your Complainants an order of publication giving notice to the non resident defendants the said Nelson Sparrow and William Sparrow or if he be dead to his unknown heirs, of the subject and object of this bill and warning them to be and appear in this Court by a certain day in person or by Solicitor to answer the premises and shew Cause if any they have why a decree should not pass as prayed, and also a writ of Subpoena against John Wesley Sparrow, Christian Stockman and Martha Stockman his wife of Frederick County, commanding them to appear in this Court by a certain day to be therein named, to answer the premises and abide and perform the decree of the Court therein, and as in duty bound &c.

Wm I. Roff, Solicitor
for Complainants.

Exhibit No 1

At the request of Joseph Cartzendaffner & Martin W. E. House
the following Mortgage was recorded October 15th 1855

This Indenture made this fifteenth day of October eighteen hundred and fifty five, by and between Wilson L. Sparrow of the one part, and Joseph Cartzendaffner and Martin W. E. House of the other part, all of Frederick County in the State of Maryland whereas the said Joseph Cartzendaffner is bound as first endorser upon a promissory note, made and executed upon paper stamped according to law for the said Wilson L. Sparrow in the Frederick-Town Savings Institution for the sum of two hundred dollars dated September the 9th 1855, and payable ninety days after date, also as first endorser upon a promissory note in the Central Bank of Frederick, for the sum of eighty dollars dated August 29th 1855 payable sixty days after date, and whereas the said Joseph Cartzendaffner and Martin W. E. House are bound as Sureties for the said Wilson L. Sparrow, in a promissory note executed upon paper stamped according to law to Ezra M. Thomas for the sum of four hundred and thirty seven dollars and ninety two cents, dated August the first 1855, payable sixty days after date with interest and whereas the said Joseph Cartzendaffner is security for the said Wilson L. Sparrow, upon a promissory note to Daniel Stockman for the sum of sixty dollars, dated the 26th day of May 1845 with interest, also as security upon a promissory note to Dr Thomas I. McGill for forty dollars with interest, and whereas also the said Martin W. E. House hath become bound as Supersedeas for the said Wilson L. Sparrow in a Judgment rendered in favour of Daniel Mann in March last