

of Frederick respectfully sheweth to your Honor that your Oratrix, being seized & possessed of the house and lot of ground in Fredericktown hereinafter specified and described, sold the same to a certain Bradley J. Johnson Esq. at and for the sum of thirty five hundred dollars, on the thirty first day of December in the year 1855 and that at the time of said sale said Bradley J. Johnson paid your Oratrix the sum of fifteen hundred dollars, part of said purchase money and that your Oratrix then, in pursuance of the contract between said Johnson and your Oratrix, executed and delivered to said Johnson a deed of conveyance for said house and lot, as will fully appear from said deed, a true and certified copy whereof is herewith filed as Exhibit N^o. 1. which with all other exhibits your Oratrix prays may be taken and considered as a part of this her bill of complaint as if here inserted in words and figures - that at the time of the execution and delivery by your Oratrix of said deed to said Johnson and simultaneous therewith and as part and parcel of the same transaction, the said Bradley J. Johnson in further pursuance of said contract of sale and for the purpose of securing the payment to your Oratrix of the remaining two thousand dollars of said purchase money, with all legal interest thereon, did by his deed of mortgage convey to your Oratrix said house and lot of ground to which deed of mortgage there was annexed a proviso that if the said Bradley J. Johnson his heirs, executors, administrators and assigns do and shall well and truly pay or cause to be paid unto your Oratrix the full sum of one thousand dollars on or before the first day of January 1858 and the further sum of one thousand dollars on the first day of January 1859 and should also pay to your Oratrix the interest on said two thousand dollars in quarterly payments from the first day of January 1856, then said deed of mortgage should be void, all of which will fully appear by said deed of mortgage which is herewith filed as Exhibit N^o. 2. Your Oratrix further states that said Bradley J. Johnson paid to your Oratrix the interest on said sum of two thousand dollars up to the first day of April 1861, but that he failed to pay the sum of one thousand dollars on or before the first day of January 1858 and the further sum of one thousand dollars on the first day of January 1859 to your Oratrix or at any other time before or since, but that the whole of said sum of two thousand dollars specified in said deed of mortgage, with legal interest thereon from the first day of April 1861 is now due owing to your Oratrix, although the time limited for the payment thereof by the condition of said deed of mortgage has passed. - Your Oratrix further states to your Honor that on the 13th day of May in the year eighteen hundred and sixty one, the said Bradley J. Johnson by his deed duly executed, acknowledged and recorded, conveyed all his property of every kind, including the house and lot of ground specified in the foregoing deed of mortgage, to William Ross Esq. in trust for the benefit of Jane C. Johnson, the wife of said Bradley J. Johnson, as will fully appear by said deed of trust, a true and certified copy whereof is herewith filed as Exhibit N^o. 3. - that the said Bradley J. Johnson, soon after the execution of said deed of trust, removed from the State of Maryland with his family and that he and his wife, the said Jane C. Johnson are now residents of the State of Maryland and that said William J. Roy is a resident of Frederick County in the State of Maryland. - In tender consideration whereof and for as much as your Oratrix is remediless in the premises by the strict rules of the Common Law and relievable only in a Court of Equity where matters of this nature are properly cognizable; To the end therefore that the said Bradley J. Johnson and Jane C. Johnson his wife, and William J. Roy may answer the several matters and things hereinbefore stated, as fully and