

in writing endorsed on said instrument and herewith filed as Exhibits. - Third your orator further shews that Susan A. Schwartz, one of the aforesaid mortgagors has departed this life, - Fourth, your orator further shews that said Schwartz has paid on account of said single Bill the sum of forty five dollars and seventy seven cents, and interest up to the sixteenth day of August 1856, to said Philemon M. Smith before the assignment thereof to your orator, and that the sum of four hundred dollars is due your orator thereof with interest from the sixteenth day of August 1856. - Although said Schwartz has had notice of said assignment and your orator had demanded payment of the sum due from him, Fifth - In the end therefore that said Benjamin F. Schwartz may answer the several allegations of this Bill, and that the premises may be sold to pay your orator, and that he may have such further and other relief as his case may in Equity require. - Sixth, May it please your Honour to grant to your orator the writ of Subpoena against the said Benjamin F. Schwartz directed, commanding him to be and appear in this Court on some day to be therein named to answer the premises and abide by such order and decree as this Court may pass. - And as in duty bound

Bradley J. Johnson  
Sol. for Complainant

November 25 1854

Exhibit No. 1

25 Cts Stamp 445 100

Six months after date I promise to pay to Philemon M. Smith Jr. or order the sum of four hundred and forty five <sup>77</sup>/<sub>100</sub> dollars current money, for value received, witness my hand and seal, with interest from date.)

Benjamin F. Schwartz

Endorsed P. M. Smith Jr. - By int. to 16th August 1856 = 46.05 - Aug 16 1856 P.M. Smith Jr. settles of the within note 48.77 - P. M. Smith Jr.  
Received July 12 1856 - on the within note one hundred, thirteen dollars sixty five cents - Upton Worthington

Exhibit No. 2

At the request of Philemon M. Smith Jr. the following mortgage is recorded Novr 27 1854.

This Indenture, made this twenty fifth day of November, Anno Domini eighteen hundred and fifty four, between Benjamin F. Schwartz and Susan R. Schwartz his wife, of the one part, and Philemon M. Smith junior of the other part, all of Frederick County, Maryland, whereas the said Benjamin F. Schwartz, by his note or single bill duly made and executed upon paper stamped according to law, and bearing date on the 25<sup>th</sup> day of November A.D. 1854, owes and stands indebted unto the said Philemon M. Smith Jr. in the sum of four hundred and forty five <sup>77</sup>/<sub>100</sub> dollars current money, and payable six months after date with interest. Now this Indenture witnesseth, that the said Benjamin F. Schwartz and Susan R. Schwartz, his wife, in consideration of the said debt or sum of four hundred and forty five <sup>77</sup>/<sub>100</sub> dollars owing to the said Philemon M. Smith Jr. as aforesaid, and also in consideration of the further sum of one dollar current money to them the said Benjamin F. Schwartz and Susan R. Schwartz his wife, in hand well and truly paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by the said Benjamin F. Schwartz and Susan R. Schwartz his wife, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Philemon M. Smith Jr. his heirs and assigns, two lots of ground, situate, lying and being in "Nixdorffs Addition to Urbans", in the County and State aforesaid, containing each forty feet in front and extending back for depth two hundred and ten feet, and being the same lot or parcel of land, which was conveyed to the said Benjamin F. Schwartz by Henry Nixdorff and Susan Nixdorff his wife, by deed bearing date the 20th day of November A.D. 1854, reference thereto being had will more fully appear. To have and to hold the said two lots or parcels of land and every part and parcel thereof, with the buildings, improvements and appurtenances thereunto belonging to the said Philemon M. Smith Jr. his heirs and assigns forever, to his and their own use and behoof, provided always, and it is the true intent and meaning of these presents, and of the said parties hereunto, that if the said Benjamin F. Schwartz, his heirs, executors or administrators,