

Situate in the County aforesaid and containing two hundred and forty four acres, the same being part of a tract of land called "The Zachariah" and part of a tract called "The Remainder" to which said deed there was annexed a proviso that if the said Richard J. Johnson should well and truly pay to your Orator the said several promissory notes and the interest thereon when the same should severally become due and payable according to the tenor thereof, then the said deed of mortgage should be void, all of which, with a full description of the land so as aforesaid conveyed, will fully appear by said deed of mortgage, a true and certified copy whereof is filed herewith as Exhibit No. 1, which with all other exhibits your Orator prays may be taken as a part of this bill of complaint as if here inserted in words and figures. - Your Orator further states that the said Richard J. Johnson fully paid and satisfied to your Orator the amount due upon the first of said promissory notes, which became due and was payable one year after the date thereof, and also the interest on the other two promissory notes to 19th day of October 1860, but that he has failed and neglected to pay to your Orator the sums of money specified in the other two of said promissory notes, or any part of the interest thereon except as aforesaid, although said money and interest was, by the tenor of said notes long since due and payable and your orator states that there is due and payable to him by said Richard J. Johnson upon said two promissory notes the full sum of Seventeen hundred and five dollars and forty one and one third cents with legal interest thereon from said nineteenth day of October 1860, as will appear by said promissory notes filed herewith as Exhibits No's 2 and 3. Your orator further states that the money specified in said promissory notes was the purchase money for land sold by your Orator to said Richard J. Johnson and that said promissory notes were given and said deed of mortgage was executed at the same time that your orator sold and conveyed said land to said Richard J. Johnson and as part and parcel of the same transaction - that said Elizabeth L. Johnson is dead and that said Richard J. Johnson is a non resident of the State of Maryland.

In tender consideration whereof and for that your Orator 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 Richard J. Johnson may answer all and singular the charges and matters aforesaid, as fully as if the same were here again repeated and he thereunto particularly interrogated and that said Richard J. Johnson may be decreed to pay said sum of Seventeen hundred and five dollars and forty one and one third cents with legal interest from the 19th day of October 1860 and that in default thereof the said real estate or so much thereof as may be necessary may be sold for the purpose and that your orator may have all such other and further relief in the premises as the nature of the case may require and to your Honor shall seem meet. - May it please your Honor to grant unto your Orator an order of publication giving notice to the said Richard J. Johnson, who is a non resident as before stated, of the substance and object of this bill and warning him to appear in this Court in person or by solicitor on or before a certain day to answer the premises and show cause, if any have, why a decree should not pass as prayed. - And your orator will ever pray
 J. Grayson Eichelberger
 Solicitor for Complainant

Exhibit No. 1. At the request of Edw: J. Rice the following Mortgage was recorded October 19, 1859
 This Mortgage made this nineteenth day of October in the year eighteen hundred and fifty nine, by Richard Totts Johnson and Elizabeth L. Johnson, his wife, of Frederick County in the State of Maryland, - witnesseth that in consideration of the sum of two thousand five hundred & fifty eight dollars