County by his note dated the tenth day of October 1853 wherein your Orator David I. Markey is the surety, in the sum of one hundred and twenty five dollars and unto your Orator David I. Markey in his own right by note dated the 7th day of December 1855 in the sum of one hundred and sixty dollars and seventy one cents, did by his deed of mortgage dated the 10th day of December 1855 convey to the said Christina Scholl and to your Orator lot No 137 on the plat of Fredericktown, also that lot or parts of lots situate on the South side of East fourth Street in Fredericktown and fronting on fourth Street sixty seven feet and running back one hundred and ninety feet and also the lot of ground fronting on Chapel Alley between 3d and 4th Streets fifty three feet and running back ninety feet more or less, to which said deed there is annexed a proviso that if the said Henry W. Ruprecht do and shall pay to said Christina Scholl and David I. Markey and also to The Fredericktown Savings Institution and to The Mutual Insurance Company of Frederick County the debts hereinbefore recited with interest on or before the first day of January 1857 so that said Christina Scholl and David I. Markey and each of them shall be kept from all loss whatever, then the said deed of mortgage should be void, as will fully appear by said deed of mortgage, duly executed, acknowledged and recorded, filed herewith as Exhibit No 1, which with all other Exhibits your Orator prays may be taken and considered as a part of this his bill of complaint. Your Orator further shows unto your Honor that the said Henry W. Ruprecht, being further indebted to The Fredericktown Savings Institution in the sum of three hundred and seventy five dollars by his note dated the 20th day of June 1860 and to the Franklin Savings Bank of Frederick in the sum of two hundred dollars current money by his note dated the 29th day of June 1860, on which said two last named notes the said Christina Scholl and David I. Markey are liable as the sureties for said Henry W. Ruprecht, and to said Christina Scholl in the further sum of four hundred dollars by his note dated the 18th day of August 1860 did on the first day of September 1860 by his deed of mortgage convey to said Christina Scholl and your Orator the several lots of ground hereinbefore enumerated and specified, to which said deed there is annexed a proviso that, if the said Henry W. Ruprecht do and shall pay unto said Christina Scholl, Fredericktown Savings Institution and The Franklin Savings Bank of Frederick the several notes hereinbefore recited with all interest accruing thereon at the renewal of the same, then the said deed of mortgage should be void as will fully appear by said mortgage deed, duly executed, acknowledged and recorded, filed herewith as Exhibit No 2. Your Orator further states that the said Christina Scholl departed this life sometime about the first day of July in the year 1862. having previously made and executed her last will and testament in due form of law; whereby she constituted and appointed your Orator as the Executor thereof. that said last will and testament was duly admitted to probate by the Orphan's Court of Frederick County and letters testamentary thereon granted to your Orator, who assumed and took upon himself said trust, as will appear by the Exemplification of said letters testamentary filed herewith as Exhibit No 3. that said Henry W. Ruprecht has fully paid and satisfied to your Orator the note for one hundred and sixty dollars & seventy one cents specified in Exhibit No 1. that he has paid the interest on the sealed note for six hundred and sixty four dollars and fifty cents mentioned in said Exhibit No 1 up to the 7th day of July 1862. but that the whole of said principal sum with interest thereon from said 7th day of July 1862 is now due and owing to your Orator as the Executor of said Christina Scholl by said Henry W. Ruprecht as will appear by said single bill filed herewith as Exhibit No 4. that said Henry