William A. Laley upon the condition that if the said debt of twenty six dollars and fifty one cents, and the said note of thirty Seven dollars and Seventy nine cents with interest was paid then these presents were to be null and void, all of which will more fully appear by reference to said Copy of said mortgage herewith Exhibited marked Exhibit No 6th.

and your Complainants further charge that no part of the note of three hundred dollars due to the Fredericktown Savings Institution and secured by the mortgage aforesaid was paid by said James A. Esworthy or the said Martha Esworthy but was paid by your Complainants as aforesaid, and that said sum of money with the interest thereon is still due them by the said James A. and Martha Esworthy, And your Complainant Hugh McAleer also charges that no part of the sum of money due him from the said Martha Esworthy has been paid, but that the whole sum together with the interest thereon is still due and unpaid.

To the end therefore that the said James A. Esworthy, Martha Esworthy and William A. Laley may answer the several matters and things hereinbefore stated as fully and particularly as if they were herein again repeated and they were thereunto specially interrogated and that the real Estate in the proceedings mentioned be sold and that your Complainants may have such further and other relief as the nature and Equity of their case may require.

May it please your Honor to grant unto your Complainants the writ of Subpoena against the said James A. Esworthy, Martha Esworthy and William A. Laley all of Frederick County State of Maryland commanding them to appear in this Court at some certain day to be therein named to answer the premises and abide by and perform such decree as may be passed therein, And as in duty &c.

Wm. J. & Chas. W. Roff
Solrs. for Complainant

Exhibit No 1. This Indenture, made this Seventh day of February in the year of our Lord one thousand eight hundred and fifty five, between Joshua Dill, Trustee as hereinafter mentioned, and Nathan Esworthy, both of Frederick County in the State of Maryland of the one part, and James A. Esworthy and Martha Esworthy of the County and State aforesaid of the other part, Witnesseth, that Whereas James Esworthy, Jonathan Esworthy, James A. Esworthy, Martha Esworthy, Joseph W. Esworthy, Priscilla Esworthy, and Nathan Esworthy and Samuel Shipley by their Deed of trust bearing date on the 17th day of February in the year 1854, and duly executed acknowledged and recorded among the land records of Frederick County, in Liber E.S. No 3 folio 458 &c. - did constitute and appoint the said Joshua Dill their trustee to sell certain real estate in said deed of trust mentioned, and did authorise and empower him the said Joshua Dill, as such trustee, to execute to the purchaser or purchasers of said real Estate, good and sufficient deeds of Conveyance for the same, and from the purchase money arising from said sale, to pay all liens &c. due upon said real Estate - as by reference to said deed of trust above in part recited will more fully and at large appears and whereas the said Joshua Dill in pursuance of the trust reposed in him, did on the 30th day of December in the year 1854 sell unto the said James A. Esworthy and Martha Esworthy, all the right, title, interest and Estate, both at law and in Equity of the said parties to said deed of trust, or of any person claiming, or to claim any right or title by through or under them or any of them, the real estate in said deed of trust mentioned, and hereinafter more particularly described and conveyed, at and for the sum of three hundred dollars current money; And whereas also at the date of the Execution of said deed of trust,