

- filed by said deed of Mortgage for the payment thereof, but he has neglected and refused to do so and no part of said interest so accruing has been paid, and that your orators are entitled to have the said mortgages premises sold for the payment of their aforesaid demands, said deed of mortgage being the first deed of mortgage recorded against the said Peter Young (of S.) of the land and premises described in the said mortgage.

Your Orators further charge that the said Peter Young (of S.) on the 21st day of August 1858 made and executed a deed of mortgage of said land and premises to Hanson Ramsburg Samuel Jones, Henry Keafamer Daniel Keafamer, Jacob Keafamer, George Keafamer to secure and indemnify them as securities for the said Young in demand notes and single bills, described and specified in said deed of a true and certified copy of said last mentioned deed of mortgage is here exhibited as a part of this Bill marked Exhibit A. B. - which deed of mortgage was not recorded until after the said deed of mortgage of the said Abraham Williams was recorded, hence, Your Orators are advised that the first mortgage records shall have preference.

Your Orators further charge that the deed of mortgage from the said Peter Young (of S.) to the said Hanson Ramsburg, Samuel Jones and others exhibited in this case marked Exhibit A. B. is utterly null and void as fully appears from the deed it self, the acknowledgments and affidavits which mortgage will be contested upon the hearing of the case.

Your Orators further charge that John Herring of (C.) at the February Term 1859 of the Circuit Court for Frederick County obtained a judgment against the said Peter Young (of S.) a short copy of which is here exhibited marked Exhibit A. B. C.

Your Orators further charge that the proviso in the mortgage deed Exhibited A. B. gives to the said Peter Young (of S.) until the 21st day of August 1860 as the said day to pay and indemnify said mortgages, and the said mortgages can't foreclose the same until that day.

It is the end therefore that the said defendants hereinafter named may answer all the several matters and things hereinbefore stated as fully and particularly as if they were again herein repeated, and the said defendants were thereto specially interrogated. - May it please your Honor to order adjudge and decree that the said mortgages premises may be sold for the payment to your orators as Executors aforesaid of their aforesaid claims with the interest as aforesaid. - And may it please your Honor to extend to your orators all such other further relief in the premises as the nature of the case may require and as to your Honor shall seem meet. - May it please your Honor to grant unto your Orators the State of Maryland writ of Subpoena to be directed to the said Hanson Ramsburg, Samuel Jones, Henry Keafamer, Daniel Keafamer, Jacob Keafamer, George Keafamer, Peter Young (of S.) John Herring of C. therein, commanding them and every of them at a certain day therein to be specified to appear before your Honor in your Honorable Court, and then and there to answer all and singular the premises aforesaid and to stand to perform and abide such order, directions and decrees therein as to your Honor shall seem meet.

And your Orators shall ever pray.

J. M. Palmer
Solv. for Complainant

At the request of Hanson Ramsburg & others the following Mortgage was recorded August 25. 1858.

This Mortgage made this 21st day of August One thousand Eight hundred & fifty eight by Peter Young of S. of Frederick County in the State of Maryland. - Witnesseth, that the said Peter Young of S. is indebted to several persons hereinafter named, and is willing to execute these presents, to secure the payment of the several debts to the parties entitled thereto, or their assigns and also, to secure and indemnify his indorsers and securities in

Exhibit A. B.