

by their deed of mortgage dated on the ninth day of April in the year Eighteen hundred and sixty, given to your Complainant certain real estate situate and lying in the Town of Woodboro' in the County and State aforesaid, known and distinguished as Lot No 33 in said Town to which said deed of Mortgage there is a condition annexed... that if the said Albert Howe Jr and Mary Ann Howe his wife, shall pay the several sums of money mentioned in said notes as the said notes shall fall due and shall also pay the interest annually upon all such sums as may be unpaid after the maturity of the same, then this mortgage shall be void, & all of which will more fully appear by reference to the said notes and a certified copy of said Mortgage herewith Exhibited and marked Exhibits No: 1, 2, 3, 4 & 5, which together with all other Exhibits hereinafter produced your Complainant prays may be taken as part of this his Bill of Complaint.

Your Complainant further charges that the single bill marked Exhibit No: 2, 3, 4 & 5, dated on the 2^d April 1860 are the same as intended to be described in the deed of mortgage aforesaid and Exhibited in said proceedings as Exhibit No 5 and that your Complainant as security on said single bills has paid the entire amount together with the interest due thereon, to the said Joseph Shunk.

Your Complainant further charges that no part of the said sums of money intended to be secured by the said deed of mortgage has been paid by the said Albert Howe Jr to your Complainant except the interest on the single bill of said Howe to your Complainant for one year, but that the principal of said single bill amounting to the sum of two hundred and twenty five dollars together with the interest from the third day of April Eighteen hundred and sixty one - and the principal and interest on the said three single bills entered as aforesaid - which said single bills together with the interest thereon from the second day of April Eighteen hundred and sixty is still due and owing from the said Albert Howe Jr to your Complainant.

Your Complainant further charges that the said Albert Howe Jr, is a non resident and does not now reside in the State of Maryland. & It is the end therefore that the said defendants may answer the matters and things heretofore stated as fully and as particularly as if they were herein again repeated and they were thereunto specially interrogated and that the mortgage premises may be doled for the payment of your Complainant's claim with interest as aforesaid and that your Complainant may have such further and other relief as the nature and Equity of his case may require. & May it please your Honor to grant unto your Complainant an order of publication giving notice to the said Albert Howe Jr 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 be therein named to answer the premises and show cause if any he has why a decree ought not to pass as prayed & also a writ of subpoena against the said Mary Ann Howe of Frederick County, commanding her to appear in this Court at some certain day to answer the premises and abide by and perform such decree as may be passed therein. & And as a witness of - Wm J. & Charles Ross Solicitors for Complainant

Exhibit No: 1.

\$225 Twelve months after date I promise to pay Henry C. Dousif or order the sum of two hundred and twenty five dollars for value rec^d with interest from date, With my hand and seal this 3^d day of April 1860.

Albert Howe Jr
 Paid
 Received 1860 April 3^d Rec^d on the above interest for one year.
 H. C. Dousif