

deed and referred to as more particularly described in the deed executed by David Parkis and wife to said John Legore a copy whereof is herewith exhibited marked Exhibit No 3.

In which deed of mortgage there is a condition annexed, that if the said John Legore shall not pay the aforesaid sum of money to the parties entitled to the same, with the interest thereon according to the tenor and terms aforesaid and that the said Samuel Poyard and William H. Wagner shall be under the necessity of paying the same, then it shall be their privilege to foreclose said mortgage any expense for so doing Counsel fees and otherwise shall come out of the Estate, otherwise if the said John Legore shall pay the aforesaid sum of money with all legal interest and costs thereon, then this mortgage shall be void and of none effect - all of which matters will more fully appear reference being made to a copy of said mortgage herewith exhibited marked Exhibit No 4.

Your Complainants further state that the said John Legore and Eliza Legore his wife to secure to Ezra Smith the sum of twenty one hundred dollars with interest from the third day of April Eighteen hundred and sixty two by deed of mortgage of that date conveyed to the said Ezra Smith the lands and tenements which were subsequently mortgaged by the said John Legore and Eliza Legore his wife to your Complainants and heretofore exhibited in this bill as Exhibit No 1. - Which mortgage, the said Ezra Smith by assignment under his hand and seal dated on the 8th day of August Eighteen hundred and sixty two, assigned and transferred to Philip Cramer - all of which matters will more fully and at large appear reference being made to a certified copy of said mortgage and assignment herewith exhibited marked Exhibit No 5.

Your Complainants further charge that the said John Legore paid the interest on the said single bill in which Samuel Poyard is security and exhibited in this Bill as Exhibit No 1 - to April third Eighteen hundred and sixty four - and that the principal debt of four hundred dollars with interest from that date, has been paid by said Samuel Poyard one of your Complainants and that said sum of money with the interest thereon is due by said John Legore to the said Samuel Poyard. - That the principal sum of five hundred dollars with interest from the third day of April Eighteen hundred and sixty three, referred to in this Bill as Exhibit No 2 is still due and owing to your Complainant William H. Wagner, he having paid the same on the behalf of the said John Legore to the said David P. Parkis - that the time limited for the payment of the said sums of money, by the condition aforesaid has passed, but that the said sums of money with the interest as aforesaid are due and unpaid, although payment thereof has been demanded and required from said John Legore during his lifetime.

Your Complainants further state that the said John Legore died in or about the first of May Eighteen hundred and sixty four, intestate leaving a widow the said Eliza Legore and the following children his heirs at law to whom the Equity of redemption in said mortgaged premises descended - all of whom are under the age of twenty one years and reside in Frederick County, to wit: Barbara Legore, John Legore, Eliza Jane Legore, Mary Legore, James Legore and an infant whose Christian name if yet baptized or named, is unknown to your Complainants. - It is the end therefore that Philip Cramer assignee, Eliza Legore widow - Barbara Legore, John Legore, Eliza Jane Legore, Mary Legore James Legore and the infant child of said John Legore whose name is unknown to your Complainants may answer the several matters and things heretofore stated and that the said mortgaged premises or so much thereof as may be necessary may be sold for the payment of your Complainants several claims with interest as aforesaid - and that your Complainants may have all such other and further relief in the premises as the nature