

1888 90 Bill

The Fredericktown Savings Institution
vs
Wm. H. Dyer
Elizabeth W. Dyer
Kate E. Dyer
Willie H. Dyer
Union Mabel Dyer
Fannie O. Dyer
John Ramsburg &
Horatio Waters

No 3301 Equity
To the Honorable Madison Nelson Judge of the
Circuit Court for Frederick County sitting as a Court
of Equity

30 Stamps

The Bill of Complaint of the Frederick Town Savings Institution respectfully sheweth unto your Honor that heretofore, to wit, on the twenty second day of November in the year of Eighteen hundred and fifty five a certain Joseph A. Dyer was indebted to your Orators in the sum of six hundred and fifty dollars by his promissory note bearing date the day and year aforesaid and payable ninety days after date, wherein a certain John Ramsburg and Horatio Waters were the sureties for said Joseph A. Dyer, and that said Joseph A. Dyer, to indemnify, secure and save harmless the said John Ramsburg and Horatio Waters from all loss by reason of their suretyship in said note, or in any other note that might from time to time be given by way of renewal of said Original note did convey, with Elizabeth W. Dyer his wife, to said John Ramsburg and Horatio Waters a piece or parcel of grounds on the South East corner of Market and Seventh streets in Fredericktown, being a part of lots Nos 251, 252, 253, and 254 on the plat of said town, to which said deed dated the 27th day of November 1855, there is annexed a proviso that it should be void on the payment by said Joseph A. Dyer of said promissory note or of any other note that might be given by way of renewal thereof with all legal interest thereon and on his indemnifying and securing said John Ramsburg and Horatio Waters against all loss by reason of their suretyship as aforesaid, as will fully appear by said mortgage deed, a true and certified copy whereof is filed herewith as Exhibit No 1, which with all other Exhibits your Orators pray may be taken as a part of this their Bill of Complaint. That said Joseph A. Dyer renewed said original note from time to time making various payments thereon at the successive renewals until the 15th day of June 1864, when he finally renewed the said note for three hundred and ninety five dollars payable ninety days after date and soon after made a payment of fifty dollars thereon as will appear by said promissory note filed herewith as Exhibit No 2 and that said John Ramsburg and Horatio Waters continued and became securities on each of said successive renewals. That said Joseph A. Dyer soon after died, leaving the balance of said money unpaid and due and owing to your Orators with interest from the maturity of said note. That the said Joseph A. Dyer died intestate leaving said Elizabeth W. Dyer as his widow and Kate E. Willie H. Union Mabel, and Fannie O. Dyer who are all infants as his only children to whom said mortgage estate descended as his heirs at Law subject to said mortgage, and your Orators are advised and charge that they are entitled to the benefit of said mortgage security and to have said mortgage premises sold for the payment of said mortgage debt. To the end therefore that the said Elizabeth W. Dyer, Kate E. Willie H. Union Mabel, and Fannie O. Dyer, John Ramsburg and Horatio Waters may answer all and singular the charges aforesaid, and that said defendants may be decreed to pay said mortgage debt by a short day, and that in default thereof said mortgage premises may be sold by a trustee to be appointed by your Honor for the payment of said mortgage debt and that your Orators may have all such other and further relief in the premises as the nature of the case may require and to your Honor shall seem meet. May it please your Honor to grant unto your Orators the State of Maryland's writ of subpoena to be directed to the said Elizabeth W. Dyer, Kate E. Dyer, Willie H. Dyer Union Mabel Dyer, Fannie O. Dyer, John Ramsburg and

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