

Horatio Waters of Frederick's County, thereby commanding them and each of them to be and appear before your Honor on a certain day to be named, to answer all and singular the premises, and to stand to, abide and perform such order and decree therein as to your Honor shall seem meet &c.

A. Buchelberger

Solicitor for Complainants

Exhibit 104

At the request of Horatio Waters and John Ramsburg the following Mortgage was recorded November 27th 1865-

This Indenture made this twenty seventh day of November in the year of our Lord One thousand, eight hundred and fifty five, by and between Joseph A. Dyer and Elizabeth W. Dyer his wife of Frederick's County in the State of Maryland of the one part and Horatio Waters and John Ramsburg of the County and State aforesaid of the other part Witnesseth, whereas, the said Joseph A. Dyer by his note duly stamped and bearing date the 28th day of November 1855 and payable ninety days after date, owes and stands indebted to the Frederick's Savings Sows Institution with a sum of six hundred and fifty dollars and whereas the said Horatio Waters and John Ramsburg stands bound, liable in said note as security for said Joseph A. Dyer and the said Joseph A. Dyer is anxious and desirous to indemnify secure and save harmless the said Horatio Waters and John Ramsburg from all loss by reason of their said securityship in said note or in any other note that may from time to time be given by way of renewal of said original note. Now this Indenture Witnesseth that the said Joseph A. Dyer and Elizabeth W. Dyer his wife for and in consideration of the above recited premises as also for the further sum of five dollars to them in hand paid by the said Horatio Waters and John Ramsburg at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged; have granted, bargained and sold, aliened, infeoffed, released, conveyed, and confirmed, and by these presents do grant bargain, sell, alien, infeoff, release, convey and confirm unto the said Horatio Waters and John Ramsburg their heirs and assigns forever, all that piece or parcel of ground, situate lying and being in Frederick's Town, on the South East corner of North Market Street and Seventh Street or Alley, being a portion of Lots No. 251, 252, 253, and 254, Beginning at the North west corner of the house of Catharine Heffner and running east with and to the end of the line of the said Catharine Heffner One hundred and sixty feet more or less, then North with a straight line of the said Catharine Heffner to Seventh Street or Alley, thirty nine feet more or less, then west with the line of Seventh Street or Alley, to the line of Market Street then South with Market Street to place of beginning, being the same lots or portion of ground which was conveyed by Horatio Waters and Margaret Waters to the said Joseph A. Dyer by deed bearing date the 27th day of November 1855 - Together with all the buildings, improvements, ways and privileges and appurtenances thereto belonging or in any wise appertaining, and all the right title, interest and estate both at Law and Equity, of the said Joseph A. Dyer and Elizabeth W. Dyer his wife of us, and to the same. To have and to hold the said piece or portion of ground and premises above described with every of the appurtenances unto the said Horatio Waters and John Ramsburg their heirs and assigns forever Provided always, and it is the true intent and meaning of these presents, and of the parties thereto that if the said Joseph A. Dyer do and shall well and truly pay or cause to be paid said original, promissory note or any other note that may from time to time be given by way of renewal thereof with all legal interest and discounts thereon, and shall also well and truly indemnify secure and save harmless said Horatio Waters and John Ramsburg from all loss by reason of their securityship

Exhibit 104