

Levi Barrick Jr was indebted to your Orators in the sum of One hundred and fifty dollars with interest from the date of said promissory note, as will appear by said promissory note 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, as if here inserted in words and figures. ~ That the said Levi Barrick Jr was also indebted to the Fredericktown Savings Institution in the sum of Five Hundred Dollars by his certain other promissory note, whereon the said William J. Erwin and William Hersperger were securities for the said Levi Barrick Jr, and the said Levi Barrick Jr, afterwards, to wit on the Twenty sixth day of October in the year aforesaid, to indemnify his said securities against loss by reason of their suretyship in said promissory notes, did by his Deed of Mortgage convey to said William J. Erwin and William J. Hersperger certain real estate in Middletown in Frederick County, to which said Mortgage deed there was annexed a proviso that it should be void on payment by said Levi Barrick Jr. of said herebefore recited sums of money with all interest due thereon, as will fully appear by said Deed of Mortgage, a true and certified copy whereof is filed herewith as Exhibit No. 2. That the whole of said sum of one hundred and fifty dollars with the interest thereon is now due and owing to your Orators, no part thereof having been paid, and your Orators are advised that they are entitled to have said real estate sold and the proceeds of sale applied to the payment of said Mortgage Claims. That your Orators have no knowledge, but have been informed that no part of the principal sum of Five Hundred Dollars in said Mortgage specified as due and owing to the Fredericktown Savings Institution, has been paid, but your Orators do not know whether any, and if any, how much interest is due on the same. Your Orators further state that the said Levi Barrick Jr being indebted to the Fredericktown Savings Institution in the sum of Two Hundred Dollars by his promissory note whereon the said William J. Hersperger and a certain Abraham Willard were securities for the said Levi Barrick Jr, to indemnify his said securities against loss by reason of their suretyship in said promissory note, did by his deed of Mortgage dated the 26th day of October 1858 convey to said William J. Hersperger and Abraham Willard said real estate specified in the first herein before recited Mortgage deed, to which last deed there was annexed a proviso that it should be void on the payment by said Levi Barrick Jr. of the sum of money therein specified, as will appear by said deed, a true and certified copy whereof is filed herewith as Exhibit No. 3, ~ That your Orators have been informed and believe and charge that the sum of Two Hundred Dollars in said last mentioned deed of Mortgage specified has been fully paid to said Fredericktown Savings Institution by said Levi Barrick Jr ~ That said Abraham Willard has since died and that letters testamentary on his estate have, by the Orphan's Court for Frederick County been granted to said William J. Hersperger and one Peter Willard, as will appear by the exemplification of said letters filed herewith as Exhibit No. 4 ~ That the said Levi Barrick Jr afterwards, to wit on the 2nd day of October 1858, being indebted to Levi Barrick Sr in the sum of Five Hundred Dollars by his promissory note dated and bearing interest from the day and year last aforesaid, to secure the payment thereof, did by his deed of Mortgage convey to said Levi Barrick Sr said real estate, to which there was a proviso, that it be void on the payment by said Levi Barrick Jr. of said sum of Five Hundred Dollars with interest by a day therein limited, as will appear by said deed a true and certified copy whereof is filed herewith as Exhibit No. 5, but that your Orators have no knowledge whether any part, and if any, how much of said Mortgage debt has been paid ~ That the said Levi Barrick Jr. is a non-resident of the

Exhibit No. 1

Exhibit No. 2