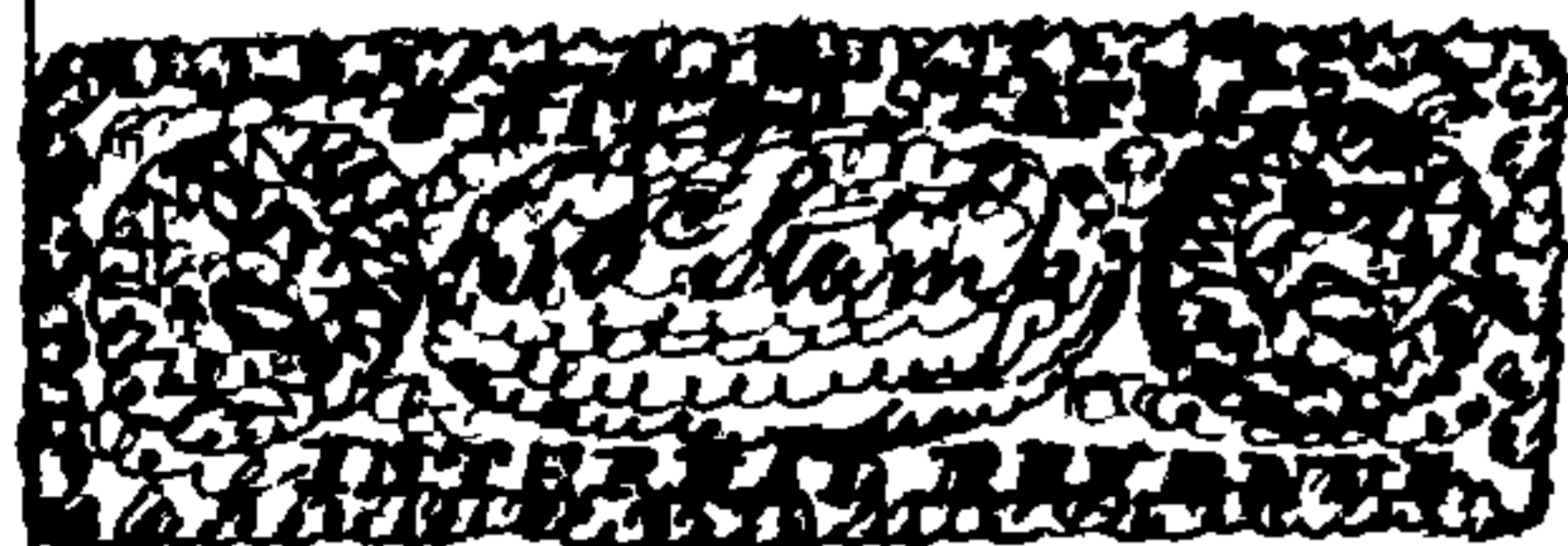


of the roadway on four tracts, and with it connecting as aforesaid the same, North eighty and a half degrees East twenty and a quarter perches, North thirty two and three quarter degrees East forty five perches to a stone, South fifty seven and a quarter degrees East eighty and three quarter perches to a stone, South thirty two and three quarter degrees West One hundred and two and eight tenths perches to the beginning, Containing two hundred and nine acres of land. And it is further adjudged, ordered, and decreed that the Costs of the aforesaid partition and other costs of this suit be paid by the said Mary Ellen Plummer and Anna Mary Griffiths in proportion to their respective interests as established by the interlocutory decree heretofore passed in this cause.

Filed Oct 16th 1867

Madison Nelson



No 3231 Equity

To the Honorable Madison Nelson Judge of the Circuit Court for Frederick County sitting as a Court of Equity.

The Bill of Complaint of the Central National Bank of Frederick, respectfully shows that heretofore to wit: on the twenty sixth day of May in the year Eighteen hundred and sixty four, a certain Susan R. Mealey, being indebted to the Central Bank of Frederick in the sum of one thousand dollars by her promissory note, dated the twenty third day of May in the year aforesaid, payable six months after date, wherein a certain John Phleger and Josiah Mealey were sureties for the said Susan R. Mealey, in order to secure, save harmless and indemnify said John Phleger and Josiah Mealey from all loss by reason of their suretyship on the aforesaid note or any note that might from time to time be given by way of renewal of said original promissory note, did with her husband Charles C. Mealey, by their deed convey to said John Phleger and Josiah Mealey certain real estate situate in the County of Frederick and particularly described in said deed, to which said deed there was annexed a proviso that it be void on the payment to the said Central Bank by the said Susan R. Mealey of said sum of One thousand dollars specified in said promissory note, or on any other note or notes given by way of renewal thereof with all interest and discount due thereon, whenever the same shall become due and payable, as will fully appear by said deed, a true and certified copy whereof is filed herewith as Exhibit No. 1, which with all other exhibits, your Orator prays may be taken as a part of this its bill of Complaint. That on the twenty sixth day of November in the year Eighteen hundred and sixty four, when the promissory note in said deed of Mortgage became due and payable, the said Susan R. Mealey renewed the same by her promissory note bearing date the day and year last aforesaid and payable to your Orator six months after the date thereof, wherein the said John Phleger and Josiah Mealey became the sureties of the said Susan R. Mealey for the payment of the sum of one thousand dollars in said promissory note specified, as will fully appear by said promissory note duly stamped according to law filed herewith as Exhibit No. 2. That the real estate specified in the said deed of Mortgage was the sole and separate property of said Susan R. Mealey, for her sole and separate use. That said Susan R. Mealey died intestate about the last of March in the year Eighteen hundred and sixty five, having had but one child, which died before its mother, the said Susan R. Mealey. That the said Susan R. Mealey died leaving as her only heirs at law, the following named brothers, Frederick R. Phleger and Lewis H. Phleger, who are adults, and Albert Phleger, William Phleger, Charles Phleger, Clayton Phleger, and Francis Phleger who are minors under the age of twenty one years and all of whom, adults as well as minors, reside in said County of Frederick, to whom said real estate descended as the heirs at law of said Susan R. Mealey, they being the only brothers of the whole blood of said Susan R. Mealey, who acquired said real estate by purchase from Daniel Main and others. That said real estate descended to said heirs at law subject to said deed of Mortgage and subject further to the interest and life estate of Charles C. Mealey, the surviving husband as tenant by the curtesy. Your Orator further shows that at the February Term of the Circuit Court for Frederick County in the year 1865, a certain Martin H. Edwards and Joseph C. Cartz and others recovered a judgment against said Charles C. Mealey and Josiah Mealey for