

the sum of six hundred dollars with interest from the eighth day of August 1859, and for the further sum of five hundred and fifty seven dollars with interest from the eighth day of August 1859 and for the sum of seven dollars and eighty cents as their costs of suit, as will fully appear by said judgment, a true and certified copy whereof is filed herewith as Exhibit No. 3. And your Orators are informed and charge that said judgment is a lien and charge on the life estate and curtesy interest of said Charles E. Mealey. ~ Your Orators further state that the said Charles E. Mealey has sold and by his deed dated the 19<sup>th</sup> day of June in the year Eighteen hundred and sixty five, conveyed to said John Phlegger his life estate and curtesy interest, as will fully appear by said deed, a true and certified copy whereof is filed herewith as Exhibit No. 4. ~ That the money in said promissory note specified, with interest thereon from the 29<sup>th</sup> day of May in the year 1865 is now due and owing and your Orators, who under the corporate name of the Central National Bank of Frederick have succeeded to all the Corporate rights, privileges, franchises and choses in action of said Central Bank of Frederick, are advised that they are entitled to the benefit of said Mortgage property sold for the payment of said Mortgage debt to your Orators. ~ In tender consideration whereof and for as much as your Orators are, remediless in the premises by the strict rules of the common law and recoverable only in a Court of Equity where matters of this nature are properly cognizable. In the end therefore that the said John Phlegger, Isaiah Mealey, Charles E. Mealey, Frederick H. Phlegger, Lewis H. Phlegger, Albert Phlegger, William Phlegger, Charles Phlegger, Clayton Phlegger, Francis Phlegger, Martin W. E. House and Joseph C. Cartzendorfer may answer all and singular the charges and matters aforesaid, and that said Mortgage Estate may be decreed to be sold by a trustee to be appointed by your Honor for that purpose, unless the said defendants or some one of them shall on - before a day therein to be named, pay to your Orators said sum of one thousand dollars with interest thereon from said 29<sup>th</sup> day of May in the year 1865 with the costs of this suit 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 John Phlegger, Isaiah Mealey, Charles E. Mealey, Frederick H. Phlegger, Lewis H. Phlegger, Albert Phlegger, William Phlegger, Charles Phlegger, Clayton Phlegger, Francis Phlegger, Martin W. E. House and Joseph C. Cartzendorfer, all of Frederick County, thereby commanding them and each of them to be and appear before your Honor on a day therein to be named to answer all and singular the premises and to stand to, abide and perform such duties therein as to your Honor shall seem meet, and your Orators will ever pray &c. ~

Graham Eschelberger Sol<sup>r</sup>  
for Complainants

Filed July 26<sup>th</sup> 1865 ~

Exhibit No. 1

At the request of John Phlegger and Isaiah Mealey the following Mortgage was recorded May 27<sup>th</sup> 1864 ~

This Mortgage, made this 26<sup>th</sup> day of May in the year Eighteen hundred and sixty four by Charles E. Mealey and Susan R. Mealey his wife, Hetsusseth, whereas John Phlegger and Isaiah Mealey have become sureties for the said Susan R. Mealey on a promissory note payable to Peter Estorm Kasher or order and by him endorsed. Negotiable and payable at the Central Bank of Frederick for the sum of One thousand dollars dated the 23<sup>rd</sup> day of May 1864 and payable six months after date, and which aforesaid note being stamped according to law, And whereas the said John Phlegger and Isaiah Mealey have consented and agreed to continue as sureties upon each renewal of the note aforesaid, or for as much as shall remain due upon each renewal thereof. And for the purpose of securing, saving harmless and indemnifying the said John Phlegger and Isaiah Mealey on account of their liability or suretyship aforesaid as well as on account of any future liability or suretyship, on any note or notes hereafter to be substituted by way of renewal the said Charles E. Mealey and Susan R. Mealey his wife have agreed to execute this Mortgage. ~ Now therefore in consideration of the premises aforesaid, the said Charles E. Mealey and Susan R. Mealey his wife do grant unto the said John Phlegger, and Isaiah Mealey all those tracts, parts of tracts, or parcels of land, situated, lying and being in Frederick

Exhibit No. 2