note to Lewis Ramsburg Secretary or order for the sum of thirteen hundred & seventy dollars written on paper duly stamped according to the act of Congress, payable six months after date negotiable and payable at the Fredericktown Savings Institution, which note was then & there endorsed by said Lewis Ramsburg to the said Fredericktown Savings Institution ~ And being so indebted, and intending to secure the payment of the said note or any note which might be executed in renewal thereof and to indemnify said James H Gambrill & Nicholas Worthington as securities therein, the said Leonard J. Layman & Henrietta Layman his wife did by their deed of Mortgage dated on the 19th day of April in the year Eighteen hundred & sixty four convey unto your Complainant James H. Gambrill and the said Nicholas Worthington certain real Estate lying in said County of Frederick & particularly described in said deed of mortgage to which said deed of mortgage, there is a Condition annexed, that it be void on payment by the said Leonard J. Layman to the Fredericktown Savings Institution the said sum of money in the said note specified at maturity or when payment thereof shall be demanded by said Savings Institution with all interest due thereon, or in case the said note be renewed, shall pay such renewal note at maturity or when payment thereof shall be demanded together with all interest that shall accrue thereon, so as to release the said James H Gambrill and Nicholas Worthington & each of them from all liability therefor, all of which matters and things will more fully appear by a Copy of said deed of Mortgage herewith Exhibited marked Exhibit No 1, Which together with all other Exhibits hereinafter produced your Complainant prays may be taken as part of this his bill of Complaint. ~

Your Complainant further states that from time to time the said Leonard J. Layman renewed said note & that said note was first renewed on the 6th day of September Eighteen hundred & sixty four which will appear by the said note herewith Exhibited marked Exhibit No 2, and that said note was again renewed on the ninth day of September Eighteen hundred & sixty five executed by said Leonard J Layman, your Complainant & John T. Worthington as securities the said Nicholas Worthington having died - all of which will appear by reference to said note herewith exhibited marked Exhibit No 3,

Your Complainant further states that the said mortgage Exhibited in said Bill of Complaint through the mistake of the Conveyancer is given to secure the payment of a note to the said Frederick Town Savings Institution for the sum of one thousand three hundred dollars, whereas the notes aforesaid and Exhibited as Exhibits No 2 & 3, & which said notes are renewals of the original note to the said Savings Institution, and which said original note was delivered to the said Leonard J Layman are for the sum of One thousand three hundred & seventy dollars ~ and your Complainant charges and avers that the said original note was for the sum of thirteen hundred & seventy dollars, & not for the sum of thirteen hundred dollars, as is erroneously & by mistake of the draftsman of said mortgage inserted in said mortgage, & that there never was any other note with the same securities thereon ever given by the said Leonard J Layman except for the said sum of thirteen hundred & seventy dollars held by the said Frederick Town Savings Institution ~

Your Complainant further states, that on the 4th day of April Eighteen hundred & sixty six - he as security for the said Leonard J. Layman paid to P. A. Cunningham Secretary of the said Fredktown Savings Institution the note dated on the ninth day of September Eighteen hundred & sixty five, which said note as aforesaid is a renewal of the original note described in said deed of mortgage all of which will fully appear by reference to the receipt of the said P. A. Cunningham on the said note filed in said Cause as Exhibit No 3. ~

Your Complainant further states that said Nicholas Worthington is dead & that John T. Worthington one of the securities on said note paid as aforesaid, was appointed administrator of the personal Estate of said deceased - which will appear by Copies of Letters of Exemplification herewith Exhibited marked Exhibit No 4. ~ Your Complainant further states that the said Leonard J. Layman died intestate on the the 20th day of October Eighteen hundred & sixty five leaving a widow Henrietta Layman & the following children his heirs at law viz Florence S. Layman, Mary E Layman, Clementine Layman, Charles W. Layman, Isaac N. Layman, Leonard J. Layman Richard L Layman & Ida M Layman all of whom are infants under the age of twenty one years