and reside in Frederick County. Your Complainant therefore charges that the said sum of thirteen hundred & seventy dollars with interest from the 12th day of March Eighteen hundred and sixty six is due & owing to your Complainant. To the end therefore that the said defendants hereinafter named may answer the matters & things hereinbefore stated as fully & as particularly as if they were hereinagain repeated & they were severally specially interrogated, and that the deed of mortgage may be corrected to correspond with the note intended to be secured and that the mortgaged premises aforesaid may be sold for the payment of your Complainants claim of thirteen hundred & seventy dollars with interest from the 12th day of March Eighteen hundred and sixty six & that your Complainant may have such further & other relief in the premises as the nature & equity of his case may require.

May it please your Honor to grant unto your Complainant the writ of subpoena against the said John T. Worthington administrator of Nicholas Worthington dec^d Henrietta Layman, Thomas S. Layman, Mary E. Layman Clementine Layman, Charles W. Layman, Isaac N. Layman, Leonard J. Layman, Richard L. Layman & Ida M. Layman — all of Frederick County State of Maryland commanding them to appear in this Court at some certain day to be named therein to answer the premises and abide by & perform such decree as may be passed therein, and as in duty bound &c.

Wm J. & Chas W. Rop
Solrs for Complainant

Exhibit No 1

At the request of James H. Gambrill & Nicholas Worthington the following mortgage was recorded April 19th 1864.

This Mortgage made this 19th day of April in the year 1864, by us Leonard J. Layman & Henrietta Layman his wife of Frederick County in the State of Maryland Whereas the said Leonard J. Layman together with James H. Gambrill & Nicholas Worthington as his sureties stands indebted unto the Fredericktown Savings Institution in the sum of One thousand three hundred dollars, upon a promissory note executed upon paper duly stamped according to the provisions of the act of Congress, bearing date the third day of March 1864, & payable six months after date to Lewis Ramsburg Secretary or order & by him endorsed to & now held by the said Savings Institution; and the said Leonard J. Layman & Henrietta Layman his wife, being willing to indemnify the said J. H. Gambrill and Nicholas Worthington against all loss that might result from their said suretyship in said note or in any other note or notes that may hereafter from time to time, with the assent of the said Savings Institution, be given in renewal of the same or of any part thereof, have agreed to execute these presents. Now therefore this mortgage witnesseth, that for in consideration of the premises the said Leonard J. Layman & Henrietta Layman his wife, do grant unto the said James H. Gambrill & Nicholas Worthington, all that piece or part of a tract or parcel of land called "Araby" situate & lying in the County & State aforesaid being part of Lot No 1, and part of Lot No 14, as designated on a plat & survey made by Thos H. O'Neal for Wm J. Rop, Trustee of John McPherson, containing 54 acres and 41 pes of land, being the same part of a tract of land which the said Leonard J. Layman obtained from James H. Gambrill & wife, by deed bearing even date herewith, to which reference is hereby made for a full & particular description of the mortgaged premises. Provided that if the said Leonard J. Layman shall pay unto the said 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 shall 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 & Nicholas Worthington & each of them, from all liability therefor then this mortgage shall be void; & provided also that until default be made in the payment of the money aforesaid by the said Leonard J. Layman he shall retain possession of the premises hereby mortgaged.

Witness our hands and seals. Leonard J. Layman (Seal)
Test W. Mahoney — Henrietta (her mark) Layman (Seal)

Which is thus Endorsed. State of Maryland Frederick County to wit. I hereby certify that on

Exhibit No 2

Exhibit No 3

Exhibit No 4

Subpoena

Order to appt. Guardian