

for the remaining sum of two thousand one hundred & fifty dollars although your orator who assumed & took upon himself said trust was ready & willing & offered to execute a good & sufficient deed of Conveyance in accordance with the terms of said Contract & the laws of this state and your orator is advised that he is entitled to have said Contract specifically enforced against said Jacob Rogers & in default thereof to have said land sold & the proceeds applied to the payment of said purchase money as it becomes due.

In better Consideration whereof & for that your orator is remediless in the premises by the strict rules of the Common Law & relievable only in a Court of Equity where matters of this nature are properly Cognizable. To the end therefore that the said Jacob Rogers may full true direct & perfect answer make to all & singular the charges & matters aforesaid as fully in every respect as if the same were here again repeated & be therewith particularly interrogated may it please your Honor to order & decree that said Jacob Rogers shall on or before a short day to be named pay your orator said sum of one thousand dollars with interest from the first day of April 1859 and shall execute to your orator his four notes with approved personal or mortgage security for the remaining sum of twenty one hundred & fifty dollars in accordance with the terms of said Contract and that in default thereof the said real estate or so much thereof as may be necessary be sold by a trustee to be appointed by your Honor for that purpose to pay said sum of one thousand dollars with the interest due thereon & said decree to stand as a security for the residue of said purchase money as it becomes due and may it please your Honor to grant unto your Orator all such other & further relief in the premises as the nature of the Case may require & to your Honor shall seem meet and may it please your Honor to grant unto your orator the State of Maryland writ of subpoena to be directed to said Jacob Rogers of Fredk County thereof commanding him to be & appear in this Court on a certain day therein to be named to answer all & singular the charges & matters aforesaid & to stand to abide & perform such order & decree in the premises as to your Honor shall seem meet & your Orator will ever pray &c

L. Gichelberger Solr  
for Complainant

At the request of Catharine Rogers the following  
Deed was recorded March 15<sup>th</sup> 1855 Rec<sup>d</sup> stamp Aug 11

This Indenture made this 20<sup>th</sup> day of December in the year of our Lord 1852, between Jacob Rogers & Delia Lewis his wife of Fredrick County in the State of Maryland of the