

orator for the benefit of the Creditors of the said Deamus and particularly be conveyed to your Complainant a large Claim against one William Bayley of the City of Baltimore, which Claim is secured by a deed of mortgage executed by the said William Bayley to the said John C. Deamus dated on the first day of April 1856 which mortgage is recorded in Liber E of No 8 folio 319 & 320 one of the land records of Frederick County which mortgage is assigned and conveyed to your Complainant by the said deed of trust with full power to enforce the payment thereof by legal means a true and Certified Copy of said deed of trust to your orator is hereby exhibited marked Exhibit A which together with all other exhibits your orator may maybe taken and considered as a part of the Bill as if they inserted in words and figures.

Your orator states that the said William Bayley by his personal promissory notes bearing date the first day of April 1836 stands bound to the said John Deamus in the sum of three thousand dollars with interest for the same which notes are described in said deed of mortgage and for securing the payment of said sum of money specified the said mortgage deed was executed said mortgage deed is here exhibited marked Exhibit B your orator states that said Mortgage debt is due to your orator as the trustee aforesaid by virtue of the provisions of said deed of trust and that two thousand dollars &c of money is unpaid and is now due and owing from the said William Bayley to your orator which he neglects and refuses to pay either principal or interest the day limited for the payment of said sum of money and interest by the condition of said Mortgage deed has passed as to the payment of the two notes of five hundred dollars each payable twelve months after date and the note of one thousand dollars payable two years after date amounting to two thousand dollars and interest and that said sum of two thousand dollars is now justly due and owing to your orator and the interest thereon which sum and interest the said William Bayley refuses to pay to your orator which sum of two thousand dollars is secured by said Mortgage deed your orator claims should be paid and interest and all cost of this suit or that the mortgaged property should be sold to pay said sum & cost. To the end therefore that the said William Bayley and John C. Deamus may answer the several matters and things herein before stated as fully and particularly as if the same were here again stated and repeated and they were thereunto specially interrogated &c. May it please your Honor our adjudge and decree that the said William Bayley pay to your orator the said sum of two thousand dollars and interest