

the time for payment thereof by the condition aforesaid has passed, and payment thereof has been duly demanded of the said David Stupp.

To the end therefore that the said David Stupp may answer the several matters and things herebefore stated, and that the premises aforesaid, or so much thereof as may be necessary may be sold for the payment of your Complainant's claim with interest as aforesaid, and that your Complainant may have such other and further relief in the premises as their case may require.

May it please your Honor to grant to your Complainant the writ of subpoena against the said David Stupp of Frederick's County commanding him to appear in this Court at some certain day to be therein named to answer the premises and abide by and perform such Decree as may be passed therein, and as in duty bound &c.

Filed Feb 1<sup>st</sup> 1867

H. W. Ross  
Chas. W. Ross  
Solicitors for Complainant

Exhibit A

Exhibit No. 1

At the request of Frederick Town Savings Institution the following Mortgage was recorded Oct 25<sup>th</sup> 1860. This Mortgage made this twenty fifth day of October One thousand Eight hundred and sixty, by David Stupp of Frederick County and State of Maryland, Witnesseth, That in consideration of the said David Stupp being indebted to the Frederick Town Savings Institution, first in the sum of five hundred dollars, and secondly in the sum of two hundred and fifteen dollars, which amounts were passed by the Board of Directors of the aforesaid Frederick Town Savings Institution, on the thirteenth day of September last, and the twenty fifth day of the present month in favor of David Stupp, and for which two amounts the said David Stupp hath given a promissory note payable to Lewis Ransburg, Secretary of the said Frederick Town Savings Institution for the sum of seven hundred and fifteen dollars and payable six months after the date of this Mortgage.

The better to secure the payment of the aforesaid note or sum of money with legal interest thereon, the said David Stupp doth grant unto the Frederick Town Savings Institution the following properties, all these parts of tracts or parcels of land situate lying and being in the County of Frederick and State of Maryland, being part of Leamette's containing Eighty acres, and part of Castle Henry containing thirty acres on which he the said David Stupp now resides.

Provided that if the said David Stupp shall pay to the said Frederick Town Savings Institution in or before the maturity of the said note, then this Mortgage shall be void.

Witness my hand and seal the day and year above written

Witness

M. Culligher }  
S. Carmack }

David Stupp



Which is thus Endorsed

State of Maryland, Frederick County, to wit.

I hereby certify that on this 25<sup>th</sup> day of October Eighteen hundred and sixty before me the subscriber a Justice of the Peace for County and State aforesaid personally appeared David Stupp and acknowledged the foregoing Mortgage to be his act, and at the same time appeared Lewis Ransburg Cashier of the Frederick Town Savings Institution and made oath on the Holy Evangelist of Almighty God that the Considerations set forth in the within Mortgage is just and bona fide as therein set forth.

Acknowledged and sworn before

S. Carmack