

Bill

To the Honorable the Judges of the Sixth Judicial Circuit of the State of Maryland sitting in the Circuit Court for Frederick County as a Court of Equity.

The Bill of Complaint of Godfrey Keopty Trustee for Nancy Taylor of Frederick County State of Maryland respectfully sheweth to your Honors that a certain William H. Lealey of the County and State aforesaid is indebted to your Complainant by his promissory note, dated on the 29th day of April Eighteen Hundred and sixty four, in the sum of One Thousand dollars with interest from date, as will fully appear by reference to the said promissory Note herewith exhibited, Marked Exhibit No. 1. which your Complainant prays together with all other Exhibits hereinafter produced, may be taken and considered as part of this his Bill of Complaint, the same as if set forth in words and figures.

Your Complainant further states that to secure the payment of said promissory note, mentioned aforesaid, together with the interest, the said William H. Lealey on the twenty ninth day of April in the year Eighteen hundred and sixty three, Executed his deed of Mortgage conveying to your Complainant as Trustee aforesaid "All that lot of Ground and premises situate in Market Street, Frederick town Frederick County in the State of Maryland, fronting on said street forty feet more or less, and running back sixty one feet Eight inches more or less, adjoining the property of James D. English on the North, and the property formerly owned and occupied by Lewis Myers on the South &c." And to which deed of Mortgage there is a condition annexed, that Provides that if the said William H. Lealey shall pay on or before the twenty ninth day of April in the year Eighteen hundred and sixty four to the said Godfrey Keopty Trustee as aforesaid, the sum of One thousand dollars with interest thereon from the date hereof according to the tenor of his promissory note of even date herewith, then this Mortgage shall be void" All of which will fully appear by reference to a certified Copy of said deed of Mortgage herewith exhibited Marked Exhibit No. 2.

And your Complainant further charges that as part of the aforesaid sum of One thousand dollars, or the interest thereon, except the interest up to the twenty ninth day of April 1866 - has been paid to him although the time limited for the payment thereof by the Condition aforesaid, has long since passed, and payment thereof has been demanded of the said William H. Lealey - But that the whole of said sum of One thousand dollars with interest from the twenty ninth day of April Eighteen hundred and sixty six, is still due and owing to your Complainant.

Your Complainant further states that on the twenty ninth day of September Eighteen hundred and sixty six the said William H. Lealey confessed Judgment to a certain Joseph H. Miller of Frederick County for the sum of seven hundred and sixty one dollars and eighty five cents, with interest from the 29th Septem = 1866, not paid - as will appear by a certified Copy of said Judgment herewith exhibited, Marked Exhibit No. 3.

Your Complainant further states that on the first day of April Eighteen hundred and sixty seven The Savings Bank of Frederick obtained Judgment against the said William H. Lealey, and Jacob M. Kunkel and John Rhodes for the sum of one hundred and twenty five dollars with interest from the twenty eighth day of April Eighteen hundred and sixty four, and costs of suit; and that on the second day of April 1867, the Mayor Aldermen and Common Council of Frederick obtained in the Circuit Court for Frederick County, Judgment against the said William H. Lealey and George Hopkins - for the sum of fifty one dollars with interest from the 2nd April 1867 and costs of suit, as will appear by reference to certified Copies of said Judgments herewith exhibited Marked Exhibits No. 4 & 5.

Your Complainant further states that on the 21st day of October 1867, John