

pro passu, and without priority or preference, who shall, on or before the 14th day of May 1870, agree to accept such dividend or dividends as they may severally obtain - under said deed, on full satisfaction of their claims against said Jesse Geiselman, and sign and seal and deliver a proper release thereof. ~

And lastly, in trust to distribute any surplus, pro passu, among all other creditors of said Jesse Geiselman. ~

All of which matters will more fully and at large appear, reference being made to a certified copy of said deed of trust herewith exhibited marked Exhibit "A" which your Petitioners pray may be taken as part of this their Petition, together with all other exhibits which may be hereinafter produced; Your Petitioners further state that before proceeding to act as such Trustees, they first, filed with the Clerk of this Court, a bond duly executed, and with security duly approved according to law. ~

Your Petitioners state that they advertised the real Estate of said Jesse Geiselman, and the contingent rights of dower of Elizabeth Geiselman his wife therein, in the Examiner a newspaper published in Frederick County for more than three successive weeks prior to the day of sale - And that on the 28th day of June in the year 1870 they sold at public sale to Samuel Ruby the farm which the said Jesse Geiselman then owned, situate in Frederick County State of Maryland, containing two hundred and eight Acres of Land more or less, and described in the advertisement, and in the deed from Adam Dehl and wife to said Jesse Geiselman, dated on the 6th day of May 1857, and recorded in Liber E.S. No 9 folio 402, one of the Land Records of Frederick County, and sold the same, reserving the crops, to Samuel Ruby for the sum of One hundred and five dollars, and seventy five cents per acre - upon the express agreement and understanding, that out of the proceeds the purchase money, the said Samuel Ruby, was to retain the sum of five thousand six hundred dollars, with interest thereon from first of April 1869, to pay Richard St Marshall his Mortgage on said land, due April 1st 1874, and out of said purchase money to retain the sum of \$5.604, with interest thereon from first of April 1869, to pay Eleanor McCotts her Mortgage, due April 1st 1874. ~

Your Petitioners further state that the said Samuel Ruby has paid them in part payment of said purchase money for said farm, the sum of Six thousand dollars. ~

And your Petitioners have paid and expended on accounts of this trust the sum of Thirty seven dollars and eighty five cents, as will appear by a Statement herewith filed marked "B" and the vouchers for such payments. ~

Your Petitioners further state, that they have not yet sold the personal property conveyed by said deed, but will as soon as sold, make a report thereof. ~

Your Petitioners further state that sundry of the creditors have availed themselves of the provisions of said deed, and have signed and sealed a paper agreeing to accept the dividend or dividends under said deed, and releasing the said Jesse Geiselman as will appear by Exhibit "C". ~

Your Petitioners further state that they have reason to believe that