

John Lepps }
Isaac P. Suman }
And Mary E. Suman }

No 3507 Equity
In the Circuit Court for Frederick County sitting as a Court
of Equity ~

Be it remembered that heretofore, to wit. On the 13th day of November, in
the year of our Lord One Thousand Eight hundred and sixty nine, came the said
John Lepps, by his solicitor John Ritchey Esq, into Court here sitting as a Court of
Equity, and filed here the following Bill of Complaint with the Exhibits therein
mentioned ~

Bill

To the Honorable the Judges of the Circuit Court for Frederick County, sitting
as a Court of Equity. ~

The Bill of Complaint of John Lepps of Frederick County respectfully
shows, that heretofore to wit. On the Ninth day of April in the year Eighteen
Hundred and sixty six, a certain Isaac P. Suman being indebted unto a certain
Anthony Bear on his three single bills, bearing date the first day of April in the
year Eighteen hundred and sixty six, each for the sum of four hundred
dollars, and payable with interest, respectively in one, two, and three years after
date, and which single bills written on one piece of paper, are herewith filed and
prayed to be taken as part hereof as Exhibit A, did in order to secure the payment of
said single bills and the interest thereon, with Mary E. Suman his wife, on said Ninth
day of April in the year 1866, by their deed of that date convey unto said Anthony Bear
in fee simple, certain real estate lying in said County, and particularly described
in said deed; to which said deed there is a condition annexed, that if the said Isaac
P. Suman shall pay to the said Anthony Bear his heirs or assigns the said sum of two
hundred dollars with the interest thereon, according to the tenor and effect of said
single bills, then said deed or Mortgage to be void, as will more fully appear from
a duly certified Copy of said deed herewith filed as Exhibit B. ~

And your Complaint further shows, that afterwards, to wit: on the
twenty eighth day of August in the year Eighteen hundred and sixty six, in
consideration of the sum of Twelve hundred dollars, said Anthony Bear by your
Complaint, the said Bear and Maria Bear his wife, by their deed bearing date on
said twenty eighth day of August, did convey unto your Complaint all their right, title,
claim and interest in and under said Mortgage deed from said Suman and wife to
said Anthony Bear, as will appear by reference to a duly certified Copy of said
deed of Assignment herewith filed as Exhibit C, and did deliver over to your
Complaint said single bills of said Isaac P. Suman. ~

And your Complaint charges that no part of the aforesaid sum of money, or
the interest accruing thereon has been paid, although the time limited for the
payment thereof by the condition aforesaid has passed, and payment thereof has been
duly demanded of the said Isaac P. Suman. But the whole of said sum of money and
interest as aforesaid remains due and owing to your Complaint; And the Condition
of said Mortgage not having been fulfilled, your Complaint is entitled to have the
premises sold for the payment of said debt. ~

And your Complaint further shows that part of the land conveyed by said Mortgage
deed is wood-land, and timber thereon, makes up a considerable portion of the value
of the security for the payment of said debt, that without said timber, the Mortgag-
ed premises would not be sufficient to secure the same, and that if said timber
be cut down and removed by said Isaac P. Suman, as the said Suman has no
other sufficient property from which debt could be made; your Complaint

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