

of payment as aforesaid by said Mary E. Myers, that said land, or so much thereof as may be necessary, may be sold for the payment of said unpaid purchase money, and that your Complainant may have such other and further relief as this case may require.

May it please your Honor to grant unto your Complainant the writ of Subpoena against the said Mary E. Myers, commanding her to appear in this Court on some day to be therein named, to answer the premises, and show cause if any she have, why a decree should not be passed as prayed, and to abide by and perform such decree as may be passed in the premises - Also as in duty bound be.

John Ritchie, Solicitor
for Complainant

Filed Nov. 16th 1869

Exhibit "A"

This Deed made this 11th day of April in the year 1863 by Jonathan D. English, Trustee, Trustee thereof by a decree of Frederick County Circuit Court in the Case of Equity No. 2910, the said Jonathan D. English was appointed Trustee to sell the Land decreed to be sold, and has sold the same to John Gilbert, who has fully paid the purchase money therefor.

Now therefore in consideration of the premises, the said Jonathan D. English doth grant unto John Gilbert all the right and title of all the parties to the aforesaid Case in and to a lot or parcel of ground adjoining the lands of Jacob Leady, Wesley Purken and others, the Lot is said to contain about 3 3/4 Acres of Land.

Witness my hand and seal

Jonathan D. English

State of Maryland, Frederick County, So:

I hereby certify that on this 11th day of April in the year 1863, before the Subscribed a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared Jonathan D. English, and acknowledged the foregoing deed to be his act.

Acknowledged before

Frederick Rice of P. J. P.

State of Maryland, Frederick County, So:

I hereby certify that the foregoing is a true Copy of the Original Deed as recorded in Liber B. C. P. No. 8. folio 638, One of the Land Records of Frederick County.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Frederick County this 15th day of November in the year A. D. 1869

Filed November 16th 1869

Charles Hentz, Clerk

Exhibit "B"

Article of Agreement made and concluded this 18th day of April in the year of our Lord Eighteen hundred and Sixty three, by and between John L. Gilbert of Washington County Maryland of the One part and Mary Myers of Frederick County Maryland of the other part.

Witnesseth, that for and in consideration of the sum herein after mentioned the said John L. Gilbert upon his part doth covenant and agree to sell unto Mary Myers a House and Lot containing 3 3/4 Acres of Ground more or less, situated near Halfwayville Frederick County Maryland in close proximity to the Gen. Ref. Church and also the property on which the said Mary Myers now resides, and doth further agree to execute to the said Mary Myers a good and sufficient deed, clear of all incumbrances, upon the payment of the whole purchase money, and the said Mary Myers upon her part doth agree to pay the said John L. Gilbert for the above named property, the sum of Two hundred and Eighty five Dollars & fifty cents, One hundred dollars down, and the balance in two instalments of one and two years for Ninety two dollars and Seventy five cents each, with interest thereon