

lots of land, situate in Frederick Town, State of Maryland, and being the same lots of ground described in the Mortgage and deed aforesaid, as well appear by reference to a certified copy of said deed of Mortgage herewith Exhibited Marked Exhibit No. 7 ~

Your Complainant further charges that the said Frederick Gunstein being indebted to Hardt and Keefer by his promissory Note, dated December 7th 1840, in the sum of seven hundred dollars with interest from date, payable on or before the 7th day of December 1841 and intending to secure the payment of the same in conjunction with his wife Catherine Gunstein - did on the Eighth day of December 1840, convey to John C. Hardt and Henry M. Keefer partners in trade, trading under the name style and firm of Hardt and Keefer, all those parts of two lots of ground, situate and lying in Frederick town Maryland - being parts of No. 814 & 82 in said town, and being the same lots described in the Mortgage and deed aforesaid, all of which will appear by reference to a certified copy of said Mortgage herewith Exhibited Marked Exhibit No. 8. ~

Your Complainant further charges that on the 12th day of December 1840, the Frederick Town Savings Institution, obtained in the Circuit Court for Frederick County at December Term 1840, a judgment against the said Frederick and Others for the sum of \$4206.66 - which said judgment is a lien on the lands of the said Frederick Gunstein as will appear by reference to a certified copy of said judgment herewith Exhibited Marked Exhibit No. 9 ~

Your Complainant further charges, that the said Frederick Gunstein, was by a decree of the District Court of the United States for the District of Maryland (after the execution of the Mortgage, adjudged a Bankrupt) under an Act of Congress of the United States to establish a uniform system of Bankruptcy throughout the United States, Approved March 2nd 1867 - And that on the Fifteenth day of March 1871, B. F. W. Hurby Esq. Register in Bankruptcy for said District, by the Authority vested in him by said Act of Congress, did convey and assign to Milton C. Urwin Esq. All the Estate real and personal of the said Frederick Gunstein - As will appear by a certified copy of said Assignments, herewith Exhibited Marked Exhibit No. 10. ~

Your Complainant further charges, that suit was brought upon the Single Bill Executed by said Christiana Brangle your Complainant and Frederick Gunstein to said John Smith of S. for the sum of One thousand Dollars, by the said John Smith Esq. - to the February Term 1841 of your Honorable Court, and that on the Fifth day of May in the year Eighteen Hundred and Seventy One, your Complainant took up and paid said Note, and the interest due thereon, all of which will more fully and at large appear, by reference to said Single Bill, and the receipt of H. H. H. Ross Atty. for John Smith of S. thereon heretofore filed as Exhibit No. 2. And a certified copy of said Cause herewith Exhibited Marked Exhibit No. 11. ~

And your Complainant charges that no part of the aforesaid sum of Money mentioned in the Note from Christiana Brangle to your Complainant or the interest due thereon, except the interest paid on said Note up to the 12th day of September 1868 - And no part of the aforesaid Single Bill or the interest due thereon, the interest being paid to the fifth day of October 1840 - has been paid to your Complainant, although the time limited for the payment thereof by the Conditions aforesaid, has long since passed - And your Complainant further charges, that by reason of the suit aforesaid, and the payment of the said Single Bill, and the interest thereon, he has become damaged - And your Complainant states that the whole of said sum of Eight hundred dollars, with interest from the 12th day of September 1868, and the whole of said sum of one thousand dollars, and the interest thereon from the Fifth day of October 1840, and costs of suit paid by him as aforesaid, remains due and owing to your Complainant. ~

To the end therefore that the said defendants hereinafter named, may