

said 17<sup>th</sup> day of October 1857 to wit on the 17<sup>th</sup> day of October 1852. The sum of two thousand one hundred and thirty dollars, a further part of said aggregate sum, was to be paid on the 17<sup>th</sup> day of October 1853. The sum of two thousand and forty dollars, a further part of said aggregate sum was to be paid on the 17<sup>th</sup> day of October 1854, The sum of nineteen hundred and fifty dollars, a further part of said aggregate sum to be paid on the 17<sup>th</sup> day of October 1855. The sum of eighteen hundred and fifty dollars, a further part of said aggregate sum, to be paid on the 17<sup>th</sup> day of October 1856. The sum of seventeen hundred and twenty dollars, a further part of said aggregate sum, to be paid on the 17<sup>th</sup> day of October 1857. The sum of sixteen hundred and eighty dollars, a further part of said aggregate sum, to be paid the 17<sup>th</sup> day of October 1858, and the sum of fifteen hundred and ninety dollars, the remaining balance of said aggregate sum to be paid on the 17<sup>th</sup> day of October 1859 and for the payments of which said several sums of money, at the respective times as aforesaid to your Orator, the said Heverton Manufacturing Company, executed and delivered to him, and which are now in his possession and ready to be produced as this Honorable Court shall direct, and to which when produced, your Orator for greater certainty, prays leave to refer, may more fully and at large appear, their Eight bonds or single bills, and all which are made and delivered to him by said Heverton Manufacturing, on the said 17<sup>th</sup> day of October in the year 1857. And your Orator further shews unto this Honorable Court, that the said Heverton Manufacturing Company, in order to secure the payment of the said several sums of money, with the interest thereon as they respectively become due as aforesaid, in and by a certain indenture of Mortgage, bearing date the same day and year last aforesaid, and also in consideration of the sum of one dollar current money to them the said Company, on hand paid by your Orator at and before the sealing and delivery of said indenture or deed of Mortgage, did grant, bargain and sell unto your Orator, and his heirs and assigns forever, all and singular their right title, interest and estate, of, in, and unto the said certain tract or part of a tract of land and premises called "Heverton" lying and being in Frederick County in the State aforesaid, together with all the rights, privileges and appurtenances, daws, ways, waters, water courses and sluices, whether situated in Frederick County aforesaid, or Washington County aforesaid. To Have and to Hold the said lands and premises, rights, privileges and appurtenances daws, ways, waters and water courses to your Orator, his heirs and assigns forever. Provided however, that until default should be made by the said Heverton Manufacturing Company in the Payment at maturity, of some one of the aforesaid bonds or single bills, the said Heverton Manufacturing Company, should be and remain in the use and possession of every part of the lands and premises thereby conveyed, and provided also that if the said Eight several bonds or single bills should be each and all punctually paid, at their respective days of maturity, then the said Indenture of Mortgage should be void and of none effect in law. And which said deed of Mortgage was duly executed and acknowledged by said Heverton Manufacturing Company and delivered to your Orator, and the same has been duly recorded amongst the land records of Frederick County and Washington County aforesaid a copy of which is herewith exhibited marked No 1. and which your Orator prays may be taken and considered as a part of this his Bill of Complaint and to which he refers for greater certainty in his aforesaid statement of the contents and objects of the same.

Your Orator further represents unto this Honorable Court that no part of the said Mortgage debt has as yet been paid to him, although the first and second of said bonds or single bills have long since been due and payable. That he has frequently called on said Heverton Manufacturing