

as Exhibit No. 1 to said Bill of Complaint - And for which said Lot and parts of Lots, the said Patrick Kelly, agreed to pay to your Complainant "the sum of Three thousand dollars in the Manner following. - Four hundred dollars on the first day of April 1871 and the balance in two Equal payments of thirteen hundred dollars each - And further agreed to give two notes bearing interest, and made payable on the first day of April 1872, and the first day of April 1873 respectively - Said Notes to be secured by Mortgage on the before described premises - All of which will more fully and at large appear, by reference to the articles of agreement herewith filed Marked Exhibit No. 2, which your Complainant prays, together with all other Exhibits hereinbefore and hereinafter produced, may be taken and considered as part of this Bill of Complaint, the same as if set forth in words and figures.

Your Complainant further charges that he delivered possession of the hereinbefore described premises to the said Patrick Kelly - who immediately thereupon created good and substantial improvements on the same. -

And your Complainant charges that no part of the purchase money for the said Lots, or the interest due thereon has ever been paid to your Complainant, and that two of the payments for the said Lots, and the interest thereon are now due and owing - And that the last payment for the sum of Thirteen hundred dollars, will be due on the first day of April 1873. -

Your Complainant further charges, that a certain Henry M. Schumack filed this Mechanic's Lien, on the twenty fifth day of September 1871 - And laid the same on the improvements erected on the property hereinbefore described as well appear by a certified Copy of said Lien herewith Exhibited Marked Exhibit No. 3. -

Your Complainant further charges, that he is advised that he has a Lien on the said property for the purchase money and interest due thereon, remaining unpaid and is entitled to a decree for the sale of the same to satisfy said Lien. -

Your Complainant further states that the said Patrick Kelly died in the Month of March in the year Eighteen hundred and seventy two, leaving a widow named Mary Kelly - And the following children his heirs at law - And to whom the Equitable title of the said Patrick Kelly descended as tenants in Common, subject to the Liens aforesaid - viz -

1st Francis Kelly, 2nd Catharine Kelly, 3rd Emma R. Flynn, own the wife of Paul Flynn, 4th Anna Kelly, 5th William Kelly, 6th Lewis Kelly, 7th Regina Kelly, all of whom are of age except William Kelly, Lewis Kelly, and Regina Kelly, who are infants under the age of twenty one years, and all of whom reside in Frederick except Paul Flynn and Emma R. Flynn his wife and William Kelly who reside in Juncosville Pennsylvania - And are now residents of the State of Maryland and do not reside therein -

And your Complainant also charges that the said Henry M. Schumack is also a non resident of the State of Maryland and does not reside therein. -

It is the end therefore that the Defendants herein after named may answer the several matters and things herein before stated, the same as if they were here in again repeated and they were thereunto specially interrogated thereto - And that the real estate in the proceedings mentioned, may be sold to satisfy the Lien of your Complainant - for that portion thereof that is now due and payable, and that said decree may stand as security for the payment of that portion thereof as is not yet due and payable, and that your Complainant may have such other and further relief as the nature and Equity of the case may require. -

May it please your Honors, to grant unto your Complainant an

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