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Petition of  
J.M. Reese

To the Honorable the Judges of the Sixth Judicial Circuit of the State of Maryland  
sitting in the Circuit Court for Frederick County, State of Maryland. ~

The Petition of Samuel M Reese of the City of Baltimore Shows. ~ That a certain  
George Jones of Frederick County, State of Maryland, being indebted to Joshua Riggs  
in the sum of Eight Thousand Dollars, to secure the same in Conjunction with his  
wife, conveyed the land therein described to said Joshua Riggs - with power of sale  
in Case of Default, and Default being made, the said Joshua Riggs sold the land  
therein described to your Petitioner for the sum of Seven Thousand Dollars. Which  
said sale has been duly ratified and confirmed by the Court for Frederick County  
as a Court of Equity ~

All of which matters will more fully and at large appear by reference to  
the proceedings in No 3823 Equity, Circuit Court for Frederick County. ~

Your Petitioner further states that the said George Jones after the execution  
of his Mortgage to the said Joshua Riggs - being indebted unto Hopkins & Jones  
by his promissory note of Two thousand dollars dated on the 9<sup>th</sup> day of July  
in the year 1869, to secure the same in Conjunction with his wife executed a Mortgage  
of the said lands and premises to William Hopkins and Louis C Jones, and that  
by an instrument in writing, assigned said Note to your Petitioner, and by an in-  
strument in writing, under their hands and seals assigned said Mortgage to your  
Petitioner as will appear by said Note, and by a Copy of said Mortgage, and of  
the assignment herewith Exhibited, marked D.M.R. No. 1 & D.M.R. No. 2. ~

Your Petitioner further states that the said George Jones and wife by deed afterwards  
conveyed said lands to William L Hopkins, as will appear by a certified Copy of said  
deed marked D.M.R. No 3 ~

Your Petitioner further states that the said William L Hopkins by his promissory  
note, dated March 1872 being indebted to your Petitioner in the sum of \$85944  
payable five years after date, with interest at six per cent from date, in Con-  
junction with his wife, to secure the payment of said sum of Money, conveyed by  
way of Mortgage to your Petitioner, the said lands and tenements, as will appear  
by said Note and by a certified Copy of said Mortgage herewith Exhibited D.M.R.  
No 4 and D.M.R. No 5, ~

Your Petitioner Alleges that the several sums of money so secured by said  
Mortgages are owing to your Petitioner, and that no part thereof has ever been paid  
to your Petitioner or to any other person. ~

Your Petitioner further states that the proceeds of sales of said Mortgaged prop-  
erty, have been brought into this Court by Joshua Riggs the first Mortgagee. ~  
And that the proceeds of such sales, will be more than sufficient to pay all  
Expenses incident to said sales, and the Mortgage debt due and owing to the  
said Joshua Riggs, under his Mortgage - That your Petitioner holds the  
next Senior Liening, on said lands, and to the end that the said proceeds  
of sales may be applied in extinguishment of his Mortgage Claims as a-  
said, he prays your Honors to pass an order referring this Petition and  
Exhibits therewith to the Auditor to be reported on - And your Petitioner prays  
that all such other and further relief may be extended to him as Justice  
and Equity of this Case may require - And he will ever pray, &c. ~

J. J. Ross  
Chas. W. Cross  
Solicitors for Petitioner

Filed October 29<sup>th</sup> 1872 ~