

R Harris and John Nelson, Sr., in a note for one thousand dollars payable twelve months after date, to Thomas Claggett, with interest from date, dated November 27th 1871, in which note said Henry R. Harris and John Nelson, Sr. are sureties, by deed of Mortgage dated on the 28th day of December, 1871, conveyed to the said John Nelson Sr., Henry R. Harris George W. F. Cumberbaugh and Josiah P. Zimmerman all the lands and tenements therein described, situate in Frederick County, State of Maryland, to which mortgage a condition was annexed, that if the said Henry M. Stralman his executors, administrators or assigns, should pay each of the herebefore recited promissory notes when the same shall become due and payable or payment shall be demanded of any that are now due and payable or if any of said notes shall be renewed shall pay any renewal thereof and shall indemnify and save harmless the said John Nelson Sr., Henry R. Harris George W. F. Cumberbaugh and Josiah P. Zimmerman the sureties on said notes from all loss costs charge and damages which they or either of them may sustain by reason of their said suretyship or the herebefore recited promissory notes or by their or either of their suretyships or any notes or notes given or renewed of any of the herebefore recited promissory notes then this mortgage shall be void, All of which matters will more fully and at large appear reference being made to the certified copy said mortgage herewith exhibited, marked Exhibit No 1, which with all other exhibits hereinafter produced Your complainants pray may be taken and considered as part of this their Bill of Complaint Your complainants further state that part of the property mortgaged described in said mortgage as the Fountain Rock, Mills, being part of the Monocacy Manor and described in the deed from Grayson Eichelberger Trustee to said Henry M. Stralman by deed recorded in Liber B G F No 7, folio 668, one of the Land Records of Frederick County, has been sold, and a previous mortgage and the balance of proceeds of sale after payment liens anterior to the Mortgage lien of your complaint has been applied in part payment of the liens of your complainant as hereinafter stated Your complainants further state that the lot in Frederick City, described in said Mortgage as being conveyed to said Henry M. Stralman by Samuel Dixon, and the Mountain Lot described in said Mortgage as being conveyed by Charles W. Goldborough & others to said Henry M. Stralman remain unsold and subject to the Mortgaged claims of your complainant and which said real estate so mortgaged is more fully described in the copies of the deeds for the same herewith exhibited marked Exhibit No 2 and Exhibit No 3 Your complainants further state that the notes recited in said Mortgage as executed to the Frederick County National Bank have been recorded from time to time, and your complainants further state, that out of the balance proceeds of sale of the Fountain Rock Mills after payment of previous liens thereon, that sundry payments have been made on the notes executed in favor of Ellen Nelson, of Thomas Claggett, and of the notes to the Frederick County National Bank, which payments are credited upon the several notes secured by this Mortgage executed to your complainants and exhibited in these proceedings as Exhibit No 1, all of which matters will appear by reference to said notes herewith exhibited marked Exhibit No 4, Exhibit No 5, Exhibit No 6 and Exhibit No 7 Your complainant further states that said Henry M. Stralman did not pay the said notes or the renewals thereof when they become due respectively according to the tenor of said notes, and that your complainants

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Mortgage  
Cor. Dr.