

considered as part of this then Bill of Complaint Your Complainant further states that the said Frederick County Bank a body corporate of the State of Maryland, since the date of Mortgage aforesaid from the said James Giddings to said Bank has become a National Bank, under and by virtue of an act of Congress of the United States approved June 3rd 1864, and that all the funds and assets of the said Frederick County Bank have been turned over and become merged in the funds of the Frederick County National Bank Your Complainant further states that the note for the sum of Thirty five hundred dollars was from time to time renewed as it became due, and that in renewal of the said note the said James Giddings, on the twentysecond day of March in the year eighteen hundred and Sixty eight, executed his note payable six months after date to Perry B. Mc Cleary, Cas for the sum of Thirty three hundred dollars negotiable and payable at the Frederick County National Bank as will appear from said Note herewith filed marked Exhibit No 2, and which said note the said Perry B. Mc Cleary, Cashier, endorsed to your Complainant, and the same is now owned and held by your Complainant, and is secured by the Mortgage aforesaid And your Complainant further charges that the said James Giddings has at various times paid part of the principal of said note secured by the Mortgage aforesaid, down to the twenty eighth day of August 1869, and that there is now due and owing to your Complainant from the said James Giddings the sum of Two thousand three hundred and Ninety four dollars and Ninety five cents, with interest on the same from the twentieth day of August, 1869 And your Complainant further states that no part of the aforesaid sum of Two thousand three hundred and ninety four dollars and ninety five cents or the interest accruing thereon has been paid to your Complainant- although the time limited for payment thereof has been demanded of the said James Giddings- But that the whole of said sum of money and interest as aforesaid remains due and owing to your Complainant Your Complainant further charges that since the execution of the Mortgage aforesaid to wit on the seventh day of June in the year 1870, the said James Giddings conveyed to James H. Weedon all that tract of land called Compton, &c, for the purposes in said deed expressed all of which will appear by reference to a certified copy of said deed herewith exhibited, marked Exhibit No 3. To the end therefore that the said defendants may answer the several matters and things herebefore stated as fully and as particularly as if they were herein again repeated, and they were thereunto specially interrogated, and that the Mortgaged premises aforesaid or so much thereof as may be necessary may be sold for payment of your Complainant's claim with interest aforesaid, and that your Complainant may have such other and further relief as the nature and equity of its case may require May it please your Honor to grant unto your Complainant the writ of subpoena against the said James Giddings of Frederick County and James H. Weedon, of Baltimore City, State of Maryland, commanding them to appear in this Court at some certain day to be therein named to answer the premises and abide by and perform such decree as may be passed therein and as duty bound &c

Wm J Ross.
Chas W Ross
Sole for Complainant