Bankerd the one half of the sum which he might have to pay as security on said promissory note and that the same was a voluntary conveyance and is utterly void as against the claim of your Orator for the said One half of the amount paid by him as aforesaid. and your Orator further shows that the condition in said Mortgage has become forfeited by reason of your Orator having been compelled to pay said amount of money hereinbefore mentioned as security as aforesaid and that he is entitled to have said interest of said Josiah Bankerd and wife and said Dennis Bankerd sold and the proceeds of sale applied to indemnify him as security as aforesaid and he also states that the said Mary Bankerd his said Co-security has no other property than her said life Estate conveyed to said Mary Zumbrum as aforesaid from which your Orator can realize the said one half of the said sum of money paid by him as security as aforesaid, and he states that the said life Estate of said Mary and the said interest of the said Josiah and Dennis in one and the same Land and premises, In lieu consideration whereof and for as much as your Orator is remediless in the premises save by the aid and interposition of your Honors, To the end therefore that the said Mary Bankerd may be compelled to pay your Orator the said one half of the amount which your Orator has been compelled to pay as aforesaid and that in default thereof that the said deed of conveyance executed by her to said Mary Zumbrum be vacated annulled and set aside and the said life estate of the said Mary Bankerd decreed to be sold for the payment of her proportion of said sum paid by your Orator as aforesaid or so much thereof as may remain unpaid after a sale of the said interests of the said Josiah and wife and the said Dennis and that the said interests of the said Josiah Bankard and wife and of said Dennis Bankard mentioned and described in said Mortgage may be sold to indemnify your Orator and also the said Mary Bankard as securities as aforesaid so far as the proceeds of sale may go and that your Orator may have all such further and other relief as in Equity he may be entitled to, may it please your Honors to grant to your Orator Subpoenas to be directed to Mary Bankerd of Frederick County and to Josiah Bankerd and Ann E his wife and Dennis Bankerd of the City of Baltimore and to William Zumbrum and Mary his wife of Carroll County commanding them and each of them on a certain day thereinto be named to be and appear in your Honorable Court to answer the premises and stand to and abide by perform and fulfill such order or decree as your Honors may pass in the premises and your Orator will ever pray &c.

Wm P Maulsby
Sol. for Complt.

Filed Sept. 4. 1873.

"Exhibit 1"

Frederick E Metzgar
vs
Mary Bankard &
Upton Stoner
(Seal)

In the Circuit Court for Frederick County.
No. 176 Trials May Term 1873.
1873 May 13. Judgment on the Rule Plea for Plaintiff for $3306.00 cur. mon. with interest from date till paid & costs of suit. Plaintiffs Costs $3.00 Defendants Costs $0.00

Filed Sept. 4. 1873

Test, Charles Mantz, Clerk.