

Bill

No. 4090 Equity

To the Honorable the Judges of the Circuit Court for Frederick County, as a Court of Equity.

The Bill of Complaint of Jacob Birely of Frederick County respectfully shows that heretofore to-wit, on the 29th day of April in the year 1871, a certain Lycourgue Meller and Lucinda E. Meller his wife then of Frederick County but now non-residents of the State of Maryland, made and executed to your Complainant a certain Deed of Mortgage for the purpose of securing to him the several sums of money therein mentioned being in the aggregate two hundred and ninety dollars with interest from the 1st day of April A.D. 1871, and your Complainant files herewith as part of his bill of Complaint a certified copy of said Mortgage marked Exhibit No 1, and also three of the promissory notes specified and referred to in said Mortgage being the paper herewith filed marked Exhibit No 2.

Your Complainant further states that the time for the payment of the Mortgage debt has passed, that the same is ~~due~~ and wholly unpaid as to principal and interest, that suit was instituted on one of said notes specified in said Mortgage being the note falling due on 1st day of April A.D. 1872 and judgment recovered thereon but your Complainant was unable to find any property out of which said judgment could be realized other than the property now sought to be made liable for the payment of said Mortgage debt, and that nothing has ever been realized on said judgment, and that the whole of said Mortgage debt and interest is due and unpaid, and that the conditions of said Mortgage not having been fulfilled your Complainant is entitled to have the premises sold for the payment of his debt.

Your Complainant further states that the Mortgaged property is described in said Mortgage merely as the land described in a deed of even date with said Mortgage from your Complainant Jacob Birely and his wife Hannah Mary Birely to said Lycourgue Meller, that your Complainant and his wife did on said date execute a deed to the said Defendant Lycourgue E. Meller, and said Lycourgue Meller and his wife then executed said Mortgage which was in fact to secure the payment of the purchase money, that said Lycourgue Meller has never put his Deed upon record and your Complainant is therefore unable to file a certified copy thereof, but that the Land conveyed by said deed and also by said Mortgage in part of a tract of Land called the "Reuniny on Mackeys Choice" situated in Woodlawn District in Frederick County on a private road or bye road leading from the farm house and barn where your Complainant now resides to what is known as the Hagerstown road, beginning for the same at a stone planted at the North West corner of said Land and a corner of the Complainant's adjoining Land and running thence with and ending on your Complainant's original line South  $57\frac{1}{2}^{\circ}$  East 19  $\frac{1}{2}$  fms to a planted stone then South  $39\frac{1}{2}^{\circ}$  West 95 perches to a stone then by and with a straight line to the place of beginning containing 5 Acres 3 Roods and 13 Square Perches of Land more or less.

To the end therefore that the Defendants may answer the premises and that said Mortgaged property or so much thereof as may be necessary for the purpose may be sold for the payment of your Complainant's said Mortgage claim with the interest due thereon, and that your Complainant may have such other or further relief as his case may require.

May it please your Honors to grant unto your Complainant an order of publication