dated 9th day of June 1856, and Recorded in Liber E.S. No 8. folio 552 two of the Land Records of Frederick County, to which said Deed of Mortgage there is a Condition Annexed that if the said Charles Grof shall pay on or before the twelfth day of January in the year Eighteen hundred and Seventy to the said Peter Mantz Sr. the sum of Four thousand Dollars with interest thereon from the date hereof and shall pay the interest semi annually during the Continuance of this Mortgage according to the tenor of his promissory note of even date herewith then said Mortgage shall be void.

All of which will fully appear by reference to a Certified Copy of said Mortgage and Certified Copies of said Deeds herewith Exhibited marked Exhibits No. 2, 3 & 4. Your Complainants further charge that the said Peter Mantz senior Died intestate in the year Eighteen Hundred and Seventy one or two, And that Letters of Administration upon the personal Estate have been granted by the Orphans Court for Frederick County to Your Complainants who have duly entered upon the discharge of their Trust as will fully appear by reference to a certified copy of Letters of Exemplification herewith Exhibited Marked Exhibit No. 5.

Your Complainants further charge that no part of the aforesaid sum of Four thousand Dollars or the Interest accruing thereon, except the credits endorsed on the back of said Promissory Note, Exhibited as Exhibit No. 1, has been paid to the said Peter Mantz Sr, in his life time or to your Complainants since the death of said Peter Mantz, Sr, although the time limited for payment thereof by the condition aforesaid has passed and Payment thereof has been duly demanded of the said Charles Grof, but that the whole of said sum of money together with the interest due thereon subject to the credits aforesaid remains still due owing and unpaid.

Your Complainants further charges that the said Charles Grof being indebted to a certain Ezra Hinck by his single bill dated on the sixteenth day of May 1871, in the sum of Four thousand Dollars with interest from date, And to secure the Payment of the same by his Deed of Mortgage, dated on the sixteenth day of May 1871, conveyed to the said Ezra Hinck his Equity of redemption in the said lands conveyed by said Charles Grof to the said Peter Mantz Sr, which your Complainants charge is a Lien subsequent to the one held by their intestate, as will appear by reference to a certified copy of said Mortgage herewith Exhibited marked Exhibit No. 6.

Your Complainant further charges that the said Chas. Grof being indebted to a certain Louisa E. Stephens by promissory note dated on the twenty fifth day of September 1871. Payable two Years after date for the sum of Fourteen Hundred Dollars with interest and to secure the Payment of the same by his Deed of Mortgage Dated on the twenty fifth day of September day of September 1871, Conveyed to the said Louisa E. Stephens his Equity of Redemption in the said lands conveyed as aforesaid by the said Chas. Grof to Peter Mantz senior, which your Complainant charges is a Lien subsequent to the one held by their intestate as will appear by a certified copy of said Deed of Mortgage herewith Exhibited, marked Exhibit No. 7.

Your Complainant further charges that at the September Term 1874, of the Circuit Court for Frederick County a certain John C. Glenn for the use of Joseph