he waived all his right to claim said One Hundred Dollars exemption in said real estate.

3d Because at the time of said sale it was understood & agreed by and between this respondent & said Jacob N. Gibbons who made said sale that the said judgments should be paid out of the proceeds of sale next after the payment of said Mortgage, under which said sale was made, and that this respondent should have a credit in the payment of the purchase money for the amount of the said two judgments held by this respondent

3d. Because of other good & sufficient reasons

Milton G. Urner
Solr. for Respondent

Filed December 18th. 1877.

Petition of W. E. Mason

Jacob N. Gibbons, Mortgagee, of G. W. Norris and wife.
on Petition

No. 4310 Equity

In the Circuit Court for Frederick County

To the Honorable the Judges of the Circuit Court for Frederick County, sitting as a Court of Equity of Frederick County, respectfully shows unto your Honors, that on the 17th. day of November 1877, Jacob N. Gibbons, sold the real estate described in the proceedings in the above case to your Petitioner at & for the sum of Sixteen hundred & fifty five dollars; that said said sale was made by virtue of a Power of Sale contained in a Mortgage from Geo. W. Norris & wife, bearing date the 1st. day of April A.D. 1874, a Copy of which is filed in the above case as Exhibit No. 3. that said sale was made to pay the sum of Seven hundred and fifty dollars the Mortgage debt described in said Mortgage & the interest then due; that on the 20th. day of March A.D. 1875, the said Geo. W. Norris Confessed to one Henry Lorentz a judgment in the Circuit Court for Frederick County, for the sum of two hundred & forty & 7/100 Dollars with interest from date & $2.00 costs of suit, and on the 20th. day of April A.D. 1876, the said Geo. W. Norris Confessed in said Court another judgment in favor of said Henry Lorentz for the sum of two hundred & thirty five dollars, with interest from date & $2.00 Costs of said suit; that both of said judgments are liens upon all of said Geo. W. Norris interest in said real estate and were assigned by said Henry Lorentz to your Petitioner on the 7th. day of April 1877; that the said judgments are the next liens in point of priority, on said real estate to the said Mortgage of said Jacob N. Gibbons under which said sale was made, and it was understood & agreed by & between your Petitioner & said Jacob N. Gibbons at the time of said sale that said judgments now held by your Petitioner should be paid out of the proceeds of said sale next after the said Mortgage of said Gibbons; that the proceeds of sale are more than sufficient to pay said Mortgage of said Jacob N. Gibbons, and an