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Baughman Bros. Editors

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

The Petition of Catharine Eastuday by her next friend Conrad Eastuday respectfully represents that she is the lawful wife of the said Conrad Eastuday and that she is thirty eight years of age, that on the twenty third day of November in the year eighteen hundred and sixty seven the said Conrad Eastuday at the time being the husband of this petitioner purchased of Thomas Claggett certain real estate, lying and being in Frederick County, Maryland, near the town of Urbana deed for which he was to pay to the said Claggett the sum of Two Thousand Two Hundred and Fifty dollars, all of which appears by reference to a certified copy of a deed conveying the said real estate to Eastuday executed on the above date, herewith filed as Exhibit No 1, which it is prayed may be considered as part of this petition. That at the time of the execution of said deed the said Conrad Eastuday paid to the said Thomas Claggett, the sum of One Hundred dollars as a part payment of said purchase money, which money or the greater part was advanced by your petitioner Catharine Eastuday upon the premises that the deed should be made to her, and a mortgage was executed by the said Conrad Eastuday to secure the payment of the balance of the purchase money, to wit. the sum of Seventeen hundred and fifty dollars, a certified copy of which Mortgage is filed in No. 4146 Equity, in the Circuit Court for Frederick County, sitting as a Court of Equity, in which cause it is prayed this petition may be filed; and that the said Conrad Eastuday was directly afterwards put in possession of said real estate and it has been in his actual possession ever since. Your Petitioner further represents that on the 4<sup>th</sup> day of March A. D. 1876, the said Thomas Claggett assigned said Mortgage to John S. Jamison, or rather to the extent of Four Hundred and ninety two dollars and eighty cents, that being the balance due on said Mortgage according to his computation, the remainder of the seventeen hundred and fifty dollars having been paid by the said Conrad Eastuday as will appear by reference to the assignment filed in the said Equity case No 4146. Now Petitioner further represents that she never executed said Mortgage, nor in any way conveyed any interest she might have in said real estate. And that on the 3<sup>rd</sup> day of April A. D. 1876, the said John S. Jamison sold by virtue of a power of sale in said mortgage said mortgaged premises to Brooke S. Jamison for the sum of Fourteen hundred and fifty dollars, which will appear by reference to the report of sales filed in said Equity case No. 4146, which is largely in excess of the said Mortgage claim, and will leave a large balance after the payment of the said