No. 4048 Equity

Ann Andes, as of the other parties interested in the said Land to sell the same free and exempt from her right of Dower, and for your Honorable Court to allow her a certain portion of the proceeds of such sales, according to the rule of Your Honorable Court in such cases made and provided, in lieu of her right of Dower

To the end therefore that a sale of the said mortgaged premises may be had by a Decree of Your Honorable Court, for the payment of said Mortgage debt due to your Orator, may it please your Honors to grant the writ of Subpoena, directed to the said Andes, Sarah Andes and Charles Smith, commanding them and each of them to be and appear in your Honorable Court on some certain day to be therein named to answer this Bill, and to show Cause, if any they have why a decree should not pass as prayed. And your Orator prays for such other or further relief as his case may require

And as in duty &c.

Geo E. Price,
Solicitor for Complainant

Filed Feb. 19, 1875.

At the request of Charles Smith the following Mortgage was Recorded Augt. 20th, 1866.

Copy of Mortgage Jas. Andes to Chas Smith

This Mortgage made this Eighth day of August, Anno Domini Eighteen hundred and Sixty six by me James A. Andes of Frederick County, and State of Maryland Witnesseth, That in consideration of his Promissory Note for the sum of One hundred Dollars, with interest from August 8th 1866, due and owing from the said James A. Andes, to Charles Smith, the said James A. Andes does grant unto the said Charles Smith, his right title and interest in all that tract or parcel of Land which is a part of the "Rennyon Andrew's Chance," part of "Beard's Delight," part of Addition of "Hardocks' Adventure" and part of Hickory Bottom lying and being and situate in Frederick County aforesaid and containing 16 Acres 1 Rood and 31 Sq Rs. Provided that if the said James A. Andes shall pay to the said Charles Smith the amount of his Promissory Note for One hundred Dollars with interest from date when said note becomes due, then this Mortgage shall be void, And the said James A. Andes does Covenant that in default of payment the said Charles Smith may enter. Provided that until default of payment the said James A. Andes shall possess the premises.

In testimony whereof the said James Andes hereunto set his hand and seal on the day & year first above written.

Signed sealed & delivered in the presence of
Michael Shank

James A. Andes (Seal)

State of Maryland, Frederick County, town:

I hereby certify, that on this 8th day of August A. D. 1866, before the subscriber a Justice of the Peace in & for the County of Frederick, and State aforesaid personally appeared James A. Andes and acknowledged the aforegoing to be his Act and deed: And at the same time before me appeared Charles Smith and made oath in due form of law that the consideration in in the said Mortgage is true and bona fide as therein set forth

Before Michael Shank J. P.