

No. 4640. Equity

Said Tho^s. M. Holbumer pay to your Complainant the said sum of Eight hundred dollars with interest according to the tenor of their promissory note for said amount bearing even date with said Mortgage and payable twelve months after date, and which they did not do, and as aforesaid.

Your Complainant further charges that afterwards, to wit, on the 27th day of October A. D. 1874, the said Thomas M. Holbumer, and Elizabeth Holbumer his wife, being being further indebted unto your Complainant in the further sum of seven hundred dollars, by their promissory note for said amount bearing said date payable twelve months after date, with interest, and intending to secure the payment of said further sum of seven hundred dollars, with interest, unto your Complainant, did by his second deed of Mortgage further convey said Estate unto your Complainant, as will appear by a certified copy of the same filed herewith, marked Exhibit No 2, - to which said mortgage there is, or condition that it be read on the payment by the said Tho^s. M. Holbumer, and Elizabeth Holbumer, his wife, of the said sum of seven hundred dollars, with interest, according to the tenor of said promissory note - And your Complainant charges that no part of said ^{sum of} seven hundred dollars has been paid but the whole is still due with interest from the 27th day of October, A. D. 1874 -

Bills of Complaint

And your Complainant would further charge that said Tho^s. M. Holbumer and Elizabeth Holbumer, his wife, being further indebted unto your Complainant in the sum of Two hundred and eighty seven & 7/10 Dollars, did upon the 6th day of November A. D. 1875, execute and deliver to your Complainant therefor their promissory note for said amount payable ninety days after date, with interest from date; that sundry payments have been made upon said note, and there is now due the sum of One hundred and six & 7/10 Dollars, with interest from the 12th day of February, 1877.

And your Complainant further charges that said Elizabeth Holbumer who had the legal title to said Real estate before the execution of said Mortgage, is now dead, that she died intestate leaving said Tho^s. M. Holbumer, her husband surviving her, and the following as her only children and heirs at law, viz:

- 1st Susan Whalen, a daughter, wife of Geo. W. Whalen.
- 2^d Charles Holbumer, a son, married & whose wife is named Annie S. Holbumer.
- 3^d Tho^s. M. Holbumer Jr, a son
- 4th Edward Holbumer a son
- 5th Sheridan Holbumer a son
- 6th Mollie Holbumer, a daughter &
- 7th Lewis Holbumer a son.

That they all live in Frederick County, and are all adults with the exception of Edward, Sheridan, Mollie and Lewis Holbumer, who are minors; that there has been no administration upon the personal estate of said Elizabeth Holbumer, if she left any, and your Complainant is advised he is entitled to have said Real estate sold by a Trustee to be appointed by your Honorable Court for the purpose of paying said Mortgage claims and the balance of the proceeds of sale if any to be applied to the payment of said note.

To the end therefore that said Tho^s. M. Holbumer, Geo. W. Whalen, and Susan Whalen, his wife, Chas. Holbumer, and Annie S. Holbumer his wife, Thomas M. Holbumer Jr, Edward Holbumer, Sheridan Holbumer, Mollie Holbumer, and Lewis Holbumer, may answer the several matters and things hereinbefore stated, fully and particularly, and that said mortgaged premises may be sold for the payment of your Complainant's Mortgage Claims, and the balance of the proceeds of sale may be applied to the payment of said note, and that your Complainant may have, all such other and further relief as the nature of the Case may require And to your Honor seem just.

Exh
No