

No. 4718 Equity

Thomas Gorsuch, Mortgagee
of William H. Ramsburg & wife
or
Petition

To the Honorable the Judges of the Circuit
Court for Frederick County sitting as a Court of Equity:

The Petition and Report of Sales of Thomas Gorsuch of Frederick County, State of Maryland, Mortgagee of William H. Ramsburg and Catherine A. Ramsburg his wife, respectfully shows to your Honor, that the said Thomas Gorsuch, in consideration of the execution of a deed of Mortgage dated on the twenty fifth day of October 1875, by the said William H. Ramsburg and Catherine A. Ramsburg his wife hath agreed to sign and become security on the Promissory Notes of the said William H. Ramsburg for an amount not exceeding at any one time the sum of Ten thousand Dollars, for the accommodation of the said William H. Ramsburg and to sign all renewals of said Promissory notes from time to time whenever requested by the said William H. Ramsburg within the limit of ten thousand dollars aforesaid during a period of Two years from the date of said Mortgage, and for the purpose of indemnifying the said Thomas Gorsuch against all loss, costs, charges, damages and expenses whatsoever that might result to him by reason or by means of his suretyship in any of said promissory notes, the said William H. Ramsburg and Catherine A. Ramsburg his wife by said deed of Mortgage conveyed the land therein described, and to which said deed of Mortgage there was a condition annexed, that if the said William H. Ramsburg do and shall pay, at maturity the promissory notes aforesaid signed by the said Thomas Gorsuch so as to release the said Thomas Gorsuch from all liability therefor then said Mortgage was to be null and void. But if the said William H. Ramsburg shall fail to pay the promissory notes aforesaid, or any renewal thereof so that the said Thomas Gorsuch shall become liable therefor of which default or demand being made upon the said Thomas Gorsuch by the holder or holders of said promissory notes or of any one of them for the payment thereof it is hereby declared shall be evidence, then the said Thomas Gorsuch was by the terms and conditions of said Mortgage empowered to make sale of the said mortgaged premises upon the terms and conditions in said Mortgage contained, as well, appear by reference to, a certified copy of said Mortgage herewith exhibited, marked Exhibit No. 1 which said Exhibit together with all other exhibits hereinafter produce, said Mortgagee prays may be taken and considered as part of this his Petition and Report of Sales.

And said Mortgagee further reports that in pursuance of the agreement in said Mortgage contained, he did from time to time become the security on the promissory notes of the said William H. Ramsburg within the limit of Ten thousand Dollars and from time to time renewed the same up and until the spring of ^{the year} 1880, when said Mortgagee became security on two promissory notes, as follows —

One note dated March 14th 1880 payable six months after date to the First National Bank of Frederick for Three thousand Dollars, and one note dated April 17th, 1880, payable ninety days after date to the First National Bank of Frederick for Thirteen hundred and thirty dollars, and which said notes upon the demand of the First National Bank of Frederick, after the maturity thereof were paid by said Mortgagee, and now constitute the Mortgage debt aforesaid as will fully appear by reference to the said promissory notes herewith Exhibited, marked Exhibits Nos 2 & 3.

And said Mortgagee further reports that default having been made in the terms and conditions of said Mortgage, and being empowered by the terms and conditions thereof to