

No. 4777 Equity.

John F. Eyles
 Samuel Bliffendall
 Henry J. Reeve & others

Proceedings recorded July 19th 1863
 Sicut
 Adolphus Earhart Jr.
 Clerk

To the Honorable the Judges of the Circuit Court for Frederick County, sitting in Equity:

The Bill of Complaint of John Frederick Eyles of Frederick County State of Maryland, respectfully sheweth unto your Honors, that heretofore, to wit on the 29th day of April, in the year Eighteen hundred and fifty five, a certain Samuel Bliffendall then of Frederick County being indebted unto your Complainant in the sum of Nine hundred and seventy eight dollars, and intending to secure the payment thereof unto your Complainant, did by his deed of Mortgage of that date convey unto your Complainant, all that piece of Land lying in Frederick County and State of Maryland, called "Hammer and Song", containing Ninety two acres of Land, more or less, and adjoining the lands of Thomas Gurley, Henry Willhide and others, described in said Mortgage, and also in the deed from George Coffman and wife to said Samuel Bliffendall as by reference to certified copies of said deed and mortgage will fully appear and which are herewith exhibited marked Exhibits No. 1 & 2, which your Complainant prays may be taken and considered as part of this his Bill of Complaint - And to which said Mortgage there is a condition annexed that if the said Samuel Bliffendall shall pay or cause to be paid on or before the first day of April in the year 1868, the said sum of money, with interest on the same from date to the said John F. Eyles then said mortgage was to be void.

Bill of Complaint.

And said Complainant charges that the said Samuel Bliffendall did from time to time, make payments on the said Mortgage debt, and that there is now due owing and unpaid on said Mortgage debt the sum of One hundred and ninety dollars, and thirteen cents with interest on the same from Jan'y 16th, 1860, although the time limited for the payment of the same has long since passed and payment thereof has been demanded of the said Samuel Bliffendall.

And your Complainant further charges that the said Samuel Bliffendall on the 27th day of March 1879, by articles of Agreement executed by the said Samuel Bliffendall and a certain Henry J. Reeve agreed to sell and did sell to the said Henry J. Reeve the said Lands mentioned and described in the Mortgage aforesaid, and placed the said Henry J. Reeve in possession of the same, that the agreed price for said Lands was the sum of Twelve Hundred dollars, to be paid in accordance with the terms and agreements contained in said Articles of Agreement herewith Exhibited marked Exhibit No. 3, and which is prayed to be taken as part hereof.

That of the purchase money the said Henry Reeve has paid all except the sum of Six hundred and fifty six dollars and fifty six and two thirds cents with interest on the same from April 1st, 1877, which said sum is still due owing and unpaid, and constitutes the balance of the unpaid purchase money.

And your Complainant further states that the said Henry J. Reeve

Exhibit