

No. 4724 Equity

such release on the Mortgage aforesaid made on the 7<sup>th</sup> day of July 1870.  
Your Complainant further states that on the 8<sup>th</sup> day of February 1871 the said George A Dennis in writing assigned said mortgage to the extent of Ten thousand dollars described in the note for the same amount dated April 28<sup>th</sup> 1864 payable ten years after date with all interest due thereon to David C Hinebrenner as appears by the assignment upon said mortgage herewith Exhibited

Your Complainant further states that on the twenty ninth day of April in the year 1865 the said George A Dennis in writing Endorsed on the second note dated April 28<sup>th</sup> 1864 for the sum of ten thousand dollars, assigned and transferred said note and the mortgage given to secure the same to William C Hoffman, as appears by a copy of said note and assignment thereon herewith Exhibited marked Exhibit No 3, but that he made no legal assignment of said Mortgage to the said William C Hoffman to the extent of his interest thereon and that to the extent of said unassigned portion thereof the legal title still remains in the said George A Dennis, that said William C Hoffman the said assignee having by his last will and testament dated on the first day of September 1873 and now of Record in Liber S. G. No. 1 folio 450 &c. one of the Record Books of Wills in the office of the Register of wills of Frederick County appointed your Complainant the Executor of said will, letters testamentary thereon were issued by the Orphans Court of Frederick County to your Complainant who having executed his duly approved bond entered upon the trust therein in him reposed as appears by copies of letters of Exemplification herewith Exhibited marked Exhibit No 4.

Your Complainant further states that by order of the Orphans Court of Frederick County dated on the Eleventh day of September 1875 he was ordered and directed to transfer and assign said note as appears by a certified copy of said order herewith Exhibited marked Exhibit No 5. and that in obedience to said order he transferred and assigned the said note to himself and that he is now the owner and holder of the same by virtue of the assignments and transfers aforesaid

Your Complainant further charges that on the 29<sup>th</sup> day of September in the year 1865 the said Henry C Goebenhorst and Margaret Ann Goebenhorst his wife conveyed the said real estate subject to the mortgage debt aforesaid to Ann Maria Loyer, as appears by a certified copy of said deed herewith Exhibited as Exhibit No 6. and that the said Ann Maria Loyer by deed dated on the 8<sup>th</sup> day of January 1868 conveyed the said land to Margaret Ann Goebenhorst for and during the life of her husband the said Henry C Goebenhorst, if she survived him, and at his death the Estate to go to their children, if the said Henry C Goebenhorst survived her then to him absolutely in fee, subject to the mortgage claim of the said William C Hoffman and George A Dennis as appears by reference to a certified copy of said deed herewith Exhibited marked Exhibit No 7.

Your Complainants further state that the said Henry C Goebenhorst and Margaret Ann Goebenhorst his wife are still living and reside in Frederick County and that they have three children namely Jacob Frederick Goebenhorst who resides in Frederick County Maryland, William H Goebenhorst who is temporarily residing in Washington City D.C. and Caroline Goebenhorst who is an infant under the age of twenty one years and who resides in Frederick County State of Maryland

Your Complainant further charges that no part of the said sum of Ten thousand dollars in said note specified has been paid, but that the said note for the sum of ten thousand dollars with interest thereon from the first day of October 1860 is still due owing and unpaid although the time limited for the payment of the same has long since passed, and payment thereof has been demanded of the said Mortgagor  
To the end therefore that the said defendants herein named may answer the matters