

No. 4848 Equity

Said Ann E. Martin to John M. Martin a certified copy whereof is herewith filed as part hereof marked Exhibit No 3. and also excepting so much thereof as is described in deeds to David Millhise and Henry Hendrix. Certified copies whereof are herewith filed as parts hereof marked respectively Exhibits Nos. 4 and 5, the real estate so purchased by said Leonard R. Maesche being forty five acres of land more or less possession to be given on the first day of April in the year Eighteen hundred and seventy three except the death portions of the House possession of which was to be retained until the House upon John M. Martin's land was finished sufficient to move in, the said Maesche as first payment to put up a house upon said John M. Martin's land for the amount of Two hundred and fifty dollars or as might be agreed upon, and also to repair certain other then occupied by said Ann E. Martin at such price as they might agree upon, and for the second payment one thousand dollars on the first day of April in the year Eighteen hundred and seventy four with interest upon the whole amount then unpaid and the remainder in one thousand dollar annual payments thereafter beginning for the first of said annual payment in the year Eighteen hundred and seventy five with interest upon the unpaid money at the time of payment and after all payments are made then said Ann E. Martin her executors, administrators or assigns to make a good and sufficient deed for the same which agreement of purchase is in writing signed and sealed by said Ann E. Martin and Leonard R. Maesche and is herewith filed as part hereof marked Exhibit No 6.

Your complainant further states that said Ann E. Martin delivered possession of said real estate to said Leonard R. Maesche as agreed upon in said contract and that said Leonard R. Maesche built a house and repaired another as agreed upon and paid some in cash and book accounts the whole amounting to Nineteen hundred and Eighteen dollars and forty three cents as of April first Eighteen hundred and seventy four less twenty dollars tax said Maesche agreed to pay said Ann E. Martin which she paid on the property for him in fall of the year 1873 that said Ann E. Martin also received on account of the purchase money three hundred and twenty five dollars on the first day of April A.D. 1876 and seven hundred and Eighty five dollars and twenty four cents on the fifteenth day of April A.D. 1876 and the further sum of two forty-two dollars on the fifteenth day of April A.D. 1876 which are to be credited on said purchase money less forty Eight dollars paid out of said monies by authority of said Maesche for taxes in the year 1874, 1875, & 1876, and for surveys - leaving due as unpaid purchase money the sum of Sixteen hundred and seven dollars and thirty nine cents with interest from the first day of April A.D. 1876. as will further appear from a detailed statement filed herewith as part hereof marked Exhibit No 7.

Your complainant further states that at the request of said Maesche the said Ann E. Martin executed deeds for parts of said Real estate to Simon A. Weller, Calvin Weller and John R. Rouser certified copies whereof are herewith filed as parts hereof marked respectively Exhibits Nos 8, 9, 10 and 11. Said Maesche having sold the same to said parties the said Ann E. Martin agreeing to execute deeds for the same which she did - but the balance of said real estate has not yet been conveyed - The title of said Ann E. Martin is by deed a certified copy whereof is herewith filed as Exhibit No 12.

Your complainant further states that said Leonard R. Maesche has neglected, failed and refused to pay the said balance of said purchase money and the interest thereon though long since due and payable, and that your complainant is willing and hereby offers and tenders to execute and deliver to said Leonard R. Maesche a deed for said real estate upon payment of the remainder of the purchase money with the interest due thereon

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