

## No 5116 Equity

Whereupon there being no other witnesses present to be examined and no further time being required for the production of evidence the said Examiner hereby certifies that the foregoing are the Original Depositions in this cause, as the same were read over to the witnesses and signed by them respectively, and he herewith returns the same enclosed to the Court,

Witness my hand this 25<sup>th</sup> day of January A.D. 1886  
Wm. Wilson - Examiner

Costs of Above going Testimony,

Wm. Wilson Examiner fee

\$ 4.00

## No 5182 Equity

Francis Brungle Trustee under the Mortgage of John J. Norton to the Franklin Savings Bank of Frederick and Attorney of the Franklin Savings Bank of Frederick } In the Circuit Court for Frederick County in Equity. April Term 1886

To the Honorable the Judges of said Court. Your Petitioner complaining states:

1. John J. Norton on the 26<sup>th</sup> day of August in the year 1881 by Last Mortgage Recorded in Liber A. T. No. 3. Folio 7078 &c. One of the Land Records of Frederick County, conveyed to the Franklin Savings Bank of Frederick the Real Estate described in said Mortgage and lying in Frederick County Maryland, as said Mortgage herewith filed marked Exhibit No. 1, shows.
2. In said Mortgage there is a condition that if the said John J. Norton his heirs, executors, or administrators shall pay to the Franklin Savings Bank of Frederick the sum of five hundred dollars mentioned in the promissory note bearing date the 26<sup>th</sup> day of August 1881 and payable six months after date thereof to William C. Nicodemus Secretary or order, or any renewal thereof then the aforesaid mortgage shall be void.
3. There is a proviso in said mortgage, that if said John J. Norton shall make default in the payment of said promissory Note, or any renewal thereof wherever said Note or any renewal thereof is due and payment thereof has been demanded of the said John J. Norton by the Franklin Savings Bank of Frederick, then the said Bank shall hold said land and premises upon the Trust to sell the same and in case of such default William Wilson the Attorney <sup>of said Bank</sup> or his successor in Office was constituted and appointed Trustee to make such sale.
4. There has been a default by the said John J. Norton in the payment of the said promissory note or a renewal of the same, and in the payment of the interest or legal discount on said promissory Note or a renewal of the same.
5. At the time of the making of said Mortgage William Wilson was the Attorney of said Franklin Savings Bank of Frederick, but ever since the year 1882 Francis Brungle has been the Attorney of said Franklin Savings Bank of Frederick and the successor in Office as Attorney of the Franklin Savings Bank of Frederick, of the said William Wilson and therefore entitled to all the said property in case of default in the payment of the said promissory Note, or any renewal thereof, or in the payment of the interest, or legal discount on said promissory Note, or any