

No 5120 Equity

and seventy-two, there have been paid, on the said Mortgage, to your orators by the said Eli Ferguson five Dollars, on the twenty ninth day of April, in the year Eighteen Hundred, and seventy-two; five Dollars, on the twenty-eighth day of March in the year Eighteen Hundred, and seventy-three; and ten Dollars, on the eighth day of July, in the year Eighteen Hundred, and seventy-four.

6. That the sum of thirty-four Dollars and forty cents with interest thereon from the eighth day of July in the year Eighteen Hundred, and Seventy-four still remains due and owing to your orators, although the time limited for the payment thereof by the condition of said Mortgage, has long since passed, and payment thereof has been duly demanded by your orators from the said Eli Ferguson.

7. That one Mary Ferguson was, at the time of the execution of said Mortgage, and now is the wife of the said Eli Ferguson but she did not sit with her said husband, in executing said Mortgage.

In the end, therefore.

8. That the real estate conveyed, as aforesaid, may be decreed to be sold to pay said sum of thirty-four, dollars and fifty cents so due, as aforesaid to your orators together with all interest accrued thereon.

9. That your orators may have such other and further relief, as their case may require. May it please your Honor to grant unto your orators the writ of subpoena directed to the said Eli Ferguson an adult residing in Frederick County commanding him to be and appear in this Court on some certain day to be named therein, and answer the premises, and abide by and perform such decree as may be passed therein and as in duty lies.

Eugene L. Rowe, Solicitor for Plaintiffs

At the request of William C. Landers & Stamp 508, the following Mortgage, was recorded June 10, 1868.

This Mortgage made this 30th day of May in the year Eighteen Hundred and sixty-eight by Eli Ferguson, Witnesseth, that in consideration of the sum of One hundred, and Six dollars, and eleven cents with interest thereon from the date hereof now due from me to William C. Landers the said Eli Ferguson doth grant unto the said William C. Landers, all that Home and Lot of land situate in the mountains which was conveyed to the said Eli Ferguson by Deed from Samuel Dupelun containing seven acres of land more or less, and adjoining lands of David Gamble and others. Provided that if said Eli Ferguson shall pay on or before the first day of December next to the said William C. Landers the said sum of One hundred, and six dollars, and eleven cents with the interest thereon from the date hereof then this Mortgage shall be void Witness my hand, and seal.

Witness: Henry Stokes. Eli Ferguson

Which is thus Endorsed

State of Maryland, Frederick County, to wit:
 I hereby certify that on this 30th day of May in the year Eighteen hundred & sixty-eight, before the undersigned a Justice of the Peace of the said State in, and for the County aforesaid personally appeared Eli Ferguson

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