No. 5352 Equity.

in said Mortgage a copy of which is filed herewith marked Exhibit J. F. G. & which is prayed to be taken as part of this petition as fully as if here inserted in words & figures —

3rd. That the amounts mentioned in said Mortgage are still due to your Petitioners, and the said Mortgage being the next lien in priority upon the Property sold by said Birely, Your Petitioners are advised they are entitled to have said surplus funds audited to them in part payment of their Mortgage Claim, — Wherefore they pray:

1st That the Auditor may be instructed in stating an account in the above Case, after allowing in full out of the proceeds of sale, the Mortgage debt & interest secured by the said Mortgage foreclosed, together with taxes, Commissions, Costs & Vouched expenses, to allow the balance of the proceeds of sale to Your Petitioners in part payment of their paid Second Mortgage —

2 — That your Petitioners may have all such other and further relief to which they may be entitled.

Milton G. Urner, Solcd. for Petitioners.

Upon the foregoing petition it is ordered by the Court this 23rd day of November A.D. 1887, that the Auditor of this Court in stating an account in this case distributing the proceeds of sale reported, after allowing in full the Mortgage debt and interest secured by the Mortgage foreclosed, together with taxes, commissions, costs & vouched expenses, audit the surplus to C. E. Gellers & Peter Baer the 2d Mortgagees in part payment of their Mortgage Claim subject to the further order of this Court.

Court's Order.

Jas. McSherry —

At the request of C. Edwd. Gellers & Peter Baer the following Mortgage is recorded Dec. 16th 1876.

This Mortgage made this sixteenth day of December in the year Eighteen hundred and seventy six by us John F. Gellers and Doris Gellers his wife of Frederick County Witnesseth that in Consideration of C. Edward Gellers being now bound as surety for the said John F. Gellers upon four Several promissory Notes payable to Stewart and Price of Frederick City amounting in the aggregate to Two hundred & sixty & 67/100 Dollars besides the interest now due on the same and also in consideration of the said C. Edward Gellers being now bound as surety for said Jno. F. Gellers upon a promissory note payable to Meyers Rentzahn & Bowers of Frederick City for the sum of One Hundred & nine & 43/100 Dollars and in further consideration of the said John F. Gellers being now indebted to Peter Baer of said City by his promissory Note for Four hundred and fifty dollars bearing date the 16th day of December A.D. 1876, payable three Months after date with interest from date and in order to fully indemnify and secure the said C. Edward Gellers and Peter Baer, this Mortgage is executed — Now therefore in Consideration of the Premises. We the said John F. Gellers and Doris Gellers his wife do grant unto C. Edward Gellers and Peter Baer all that Lot of Ground with the improvements

Exhibit "J. F. G."