No. 5298 Equity.

Joseph M. Miller and Daniel F. Smook, partners trading under the name, style and firm of Miller & Smook, Plaintiffs	No. 5278 Equity.
— vs —	In the Circuit Court for Frederick County, sitting as a Court of Equity, March Term 1887.
George W. McCormick, Emma C. McCormick, his wife, and John W. Crum Defendants	

To the Honorable, the Judges of said Court:—

Your Orators complaining say,—

1. That they were at the date of the execution of the mortgage hereinafter referred to engaged in Business under the name style and firm of Miller and Smook as partners:

2. That said defendants George W. McCormick and Emma C. McCormick being indebted unto your Orators in the sum of One hundred and twenty five dollars, did, to secure the payment thereof, on the twelfth day of June in the year eighteen hundred and eighty execute and deliver unto your Orators a deed of Mortgage conveying to your Orators certain real estate lying in said Frederick County and fully described in said Mortgage, which mortgage was placed on Record in Liber A. S. No. 10, folio 548, One of the Land Records of said Frederick County; all of which matters and things will fully appear by reference to a certified copy of said Mortgage herewith filed marked Exhibit No. 1, which your Orators pray may taken and Treated as a part of this Bill of Complaint as fully as if herein at large in words and figures set forth.

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3. That in and by said mortgage it is provided that if said indebtedness be not paid on or before the twelfth day of June eighteen hundred and eighty six the said mortgagees should be in default, as will appear by reference to said mortgage

4. That the time limited in said mortgage for the payment of said indebtedness has long since passed and the said sum of money so secured thereby has not been paid but is wholly due and unpaid.

5. That there is no power of sale in said mortgage, and though a default has occurred and the money intended to be secured by said mortgage is due and unpaid, the said Plaintiffs are unable to enforce said mortgage except by a decree of foreclosure.

6. That upon the same day on which said mortgage so delivered to your Orators was executed said defendants, McCormick and wife, executed and delivered to said John W. Crum another mortgage upon the same property for the payment of the sum of Six hundred dollars, as will appear by reference to a certified copy of said mortgage herewith filed as Exhibit No. 2.

7. That said last named mortgage is not yet due but there will be a default in the payment of the interest in the month of June next, which would authorize the mortgagee to make sale thereof, under the power of sale contained in said mortgage.

8. That the real estate conveyed by the said mortgages will if sold under a decree of this Court clear of the lien of said mortgages and