No. 5555 Equity.

Orator by said deed of trust, said portion consisting of a house and lot situated in the Town of Emmittsburg which is more particularly described in a deed to the said Dietrick Beck therefor (a duly certified copy of which said deed is filed herewith as part hereof marked Exhibit B.) at and for the sum of twenty two hundred and fifty dollars to be paid by the said James F. Hickey to your orator as follows: one third cash on the day of sale or on the ratification thereof the residue in two Equal Annual payments the said James F. Hickey to give his notes with approved security for the deferred payments and bearing interest from the day of sale and the deed therefor to be Executed by your orator when all the purchase money was paid all of which will appear by reference to the proceedings in No. 5274 Equity in your Honorable Court and more particularly by reference to a duly certified copy of the said James F. Hickey's written acknowledgement of purchase of said real estate filed as "Exhibit C" in said Equity Cause which said certified copy is filed herewith as part hereof marked Exhibit F.

4. That the said Trustee reported said sale of said real estate to Your Honorable Court on the seventh day of March in the year Eighteen Hundred and Eighty seven and that Your Honorable Court finally ratified and confirmed the same on the thirty first day of March in the year Eighteen hundred and Eighty seven all of which will appear from duly certified copies of said report of sale and final ratification thereof filed herewith as parts hereof marked respectively Exhibits No. 5 & 6.

5. That in confidence of the legal validity of said agreement and in pursuance thereof and of the promise of the said James F. Hickey to pay the purchase money for said real estate your orator delivered up possession of said real estate to the said James F. Hickey and the same is now occupied by the said James F. Hickey.

6. That the said James F. Hickey has paid to your orator two thirds of said purchase money to wit the sum of fifteen hundred dollars and the interest thereon but has always hitherto delayed and failed the performance of his agreements as to said terms of sale in so far as the remaining one third of said purchase money is concerned and also has refused and still refuses to pay unto your orator the residue of said purchase money and the interest on said residue from the day of sale although the time limited for the payment thereof has long since passed and your orator is now able and willing to give to the said James F. Hickey a proper conveyance of a good and unincumbered estate in fee in said premises and your orator files herewith as part hereof the promissory note given by the said James F. Hickey for said residue of said purchase money marked Exhibit G.

7. But now so it is the said James F. Hickey not regarding his aforesaid promises and engagements has neglected and refused and still neglects and refuses to pay unto your orator the balance of said purchase money with the interest thereon although the time limited for the payment thereof has long since passed and your orator is now able and willing to give to the said James F. Hickey a proper conveyance of a good and unincumbered estate in fee, and was at the time said payment was due able and willing to give him said conveyance and has always been