No. 5807 Equity.

The Frederick-town Savings Institution

vs

Lydia Ann Gaugh, widow and dower
Jane W. Gaugh and Emma J. Gaugh his wife, John M. Gaugh and Alice Gaugh his wife, Charles D. Gaugh, William F. Gaugh, Jacob H. Gaugh and Daisy M. Gaugh

In the Circuit Court for Frederick County, in Equity.

To the Honorable the Judges of the Circuit Court for Frederick County sitting as a Court of Equity.

Your Orator humbly Complaining shows

1st. That heretofore to wit on the 21st day of March 1887. a Certain Daniel Gaugh of Frederick County State of Maryland, being indebted to your Orator by his promissory Note bearing date on the day and year aforesaid in the sum of Seven thousand five hundred Dollars payable six months after date and intending to secure the payment thereof unto your Orator did in Conjunction with his wife Lydia A. Gaugh Execute his deed of Mortgage to your Orator Conveying Certain pieces parcels and parts of tracts of Land situate in Frederick County State of Maryland Containing in the aggregate Three Hundred and Nineteen Acres and twelve perches of land, particularly described in said deed of Mortgage And to which said deed of Mortgage and to which said deed of Mortgage there is a Condition annexed that if the said Daniel Gaugh shall pay to the said Frederick town Savings Institution the said sum of Seventy five hundred dollars in said promissory Note specified at the maturity of said Note or shall pay any renewal thereof when such renewal Note shall mature and become due and payable and payment thereof be demanded by the said Savings Institution then this Mortgage shall be void, All of which will appear by reference to a Certified Copy of said deed of Mortgage herewith Exhibited Marked Exhibit A. which together with all other Exhibits hereinafter filed, your Orator prays may be taken and Considered as part of this its Bill of Complaint.

2nd That the said Daniel Gaugh from time to time renewed said promissory Note, and that on the twentieth day of September 1890 he the said Daniel Gaugh gave his Note to the said Frederick Savings Institution payable six months after date for the sum of seventy five hundred Dollars, that the said Note is now past due and unpaid as appears by said Note herewith filed Marked Exhibit B.

3 That no part of the aforesaid Mortgage debt has been paid although the time limited by the terms of said Mortgage for the payment of the same has passed and payment duly has been duly demanded. But that the whole of said sum of Seven thousand five hundred dollars and interest thereon from March 23rd 1891 is still due owing and unpaid to your Orator