

## No 5984. Equity

deed to said David Groff & family, filed marked Exhibit B, which with all the other exhibits herewith filed are prayed to be taken as part of this Bill of Complaint.

2. That by said deed of Mortgage it was provided that if the said David Groff and wife should pay on or before the first day of October in the year 1883 to Lawrence W. Wright, Allen Sparrow, Clayton H. Wright, David Groff, John W. Cross, Daniel Castle of C. and Peter G. Johnson, Trustees aforesaid, the sum of Five Hundred dollars with interest thereon from October 9<sup>th</sup> 1882 then said Mortgage should be void and further it was provided in said Mortgage that if default should be made in the payment of the money aforesaid or the interest thereon semi-annually as therein provided "then it shall be lawful for the Trustees aforesaid or their successors to sell said Mortgage premises" in the manner and on the terms set out in said Mortgage.

3. That since the execution of said Mortgage Lawrence W. Wright, David Groff and Daniel Castle of C. the Co-Mortgagees mentioned in said Mortgage with your orators have departed this life, and your orators are no longer acting as Trustees by ecclesiastical Appointment as they were at the time of the execution of said Mortgage, and are doubtful whether they can exercise the power of sale contained in said Mortgage, and the persons who are now Trustees of said religious society not being named in said Mortgage, your orators are adverse that they cannot exercise the said power of sale.

4. That since the execution of said Mortgage, Malinda C. Groff, who joined with her husband in said Mortgage died and her husband, the said David Groff married again and afterwards, to-wit on the 5<sup>th</sup> day of January 1882, departed this life, leaving as his heirs-at-law the following persons, to-wit:-

- A widow, Sarah C. Groff, an adult,
- (1) A son, Joseph C. Groff, an adult.
- (2) A son, Benjamin S. Groff, an infant.
- (3) A daughter, Annie Groff, an infant.
- (4) A son, Charles E. Groff, who was married to Effie Groff, his wife; but that the said Charles E. Groff departed this life leaving his said widow and an infant child Annie Groff as his heirs at law.

5. That all of the parties named in the preceding paragraphs are residents of Frederick County.

6. That the whole of said sum of Five Hundred dollars is still due and owing with interest thereon from the 1st day of September 1891. Although the time limited for the payment thereof by the terms of said Mortgage has long since passed and payment thereof has been duly demanded.

So the end therefore,

- (1) That the real estate conveyed as aforesaid by the said David Groff and wife may be sold, by a trustee appointed by your Honorable Court to pay said Mortgage debt and interest, and

Exhibit A.