No. 6361 Equity.

John M. Haller, assignee of the Frederictown Savings Institution, mortgagee of Michael H. Haller

vs.

Thomas H. Haller, acting executor of Thomas Haller deceased

No. 6361 Equity.

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, John M. Haller of Frederick County, State of Maryland, humbly Complaining, shows unto your Honors,

1st. That a Certain Michael H. Haller, formerly of Frederick County State of Maryland, but now deceased, was on the 1st. day of March in the year 1875, indebted to the Frederictown Savings Institution, by his promissory note, bearing date on the day and year aforesaid, and payable to B. A. Cunningham, Secretary, or order for the sum of Six hundred and thirty dollars, six months after date, and by the said B. A. Cunningham, Secretary, endorsed to the said Frederictown Savings Institution, and for the purpose of securing the payment of said promissory note, or of any other note or notes which might be given in renewal of the same, the said Michael H. Haller, on the 8th. day of March 1875, executed his deed of Mortgage to the said Frederictown Savings Institution, conveying to said Corporation, all that Certain Lot of ground and premises, situate, lying and being on the East side of South Market Street in Frederick City, Frederick County, Maryland, being parts of lots Nos. 666, 667 and 668, as described in the deed from George A. Cole and wife to Michael H. Haller, dated on the 9th day of January in the year 1868, and recorded in Liber C.M. No. 1 Folio 154. Also, all that lot or parcel of ground, situate and lying on the East side of Lannes Alley, which is described in the deed from Laura C. Mealy and Rosanna R. Mealy to Michael H. Haller, dated the 24th day of February in the year 1875, and recorded in Liber J.G. No. 2, folio 610, they being two of the Land Records of Frederick County, and to which said deed of mortgage, there was a Condition Annexed, that if the said Michael H. Haller, shall pay to the said Frederictown Savings Institution, the promissory note aforesaid at maturity, or shall pay any renewal thereof, when such renewal note shall mature and fall due and payable, and when payment thereof shall be demanded by the said Savings Institution, then said mortgage shall be void, all of which will appear by reference to said Mortgage, and the deeds aforesaid, herewith exhibited marked Exhibit A, B. and C.

2nd. That the promissory note aforesaid, was renewed from time to time as the same matured and fell due, and on the 21st. day of March 1878, the said Michael H. Haller, by his promissory note of that date, which your orator