No. 6499. Equity.

as part of this Bill of Complaint.

2d That on the 26th day of October, 1877, the said Joseph Meyers executed his renewal note to the said Frederick Savings Institution for the sum of Twelve hundred dollars, payable six months after date, as will appear by said note herewith filed marked Exhibit No. 2.

3d And your Orator further Charges that the said Joseph Meyers and Margaret S. Meyers his wife, by their deed bearing date the 3d day of November, 1882, sold to the defendant, Adam H. Eyler, the real estate mentioned and described in said Mortgage, and subject to said mortgage, as will appear by a Certified Copy of said deed herewith filed marked Exhibit No. 3.

4th And your Orator Charges that from the time of said purchase of said equity of redemption, the said Adam H. Eyler has paid the interest on the aforesaid mortgage debt up and until the 16th day of May, 1895 and that there is now due and owing of said mortgage debt, the principal thereof, to wit, the sum of Twelve hundred dollars and interest thereon from the 16th day of May, 1895, although the time limited for the payment of said mortgage is long since past, and payment thereof has been demanded of said Adam H. Eyler the assignee of said Joseph H. Meyers, the mortgagor aforesaid.

5th And your Orator further Charges that the said Adam H. Eyler, became further indebted to your Orator in the sum of Fifteen hundred dollars, by his promissory note, bearing date on the 6th day of August, in the year 1889, which said promissory note or any renewal thereof was secured by a deed of mortgage, executed on said date by the said Adam H. Eyler and Margaret S. Eyler his wife, conveying to your Orator, all those tracts, pieces or parcels of land, situate, lying and being in Frederick County State of Maryland, being parts of a tract of land called "Hart Content", part of "Margaret and Jonas' Partnership" and a tract called "Eiler's Regard" Containing twenty four acres, and thirteen square perches of land, also all that part of a tract of land, lying and being in the East end of Harbaugh's Valley on the waters of Owens' Creek, in Frederick County and State of Maryland, Containing one hundred and twenty three acres, three Roods and twenty one perches of land, also all that tract or parcel of land, situate, lying and being in the County and State aforesaid, being part of a tract of land called "Mary's Delight" Containing twenty acres of land more or less, and to which said mortgage there was a condition annexed that if the said Adam H. Eyler, his Executors, Administrators or assigns shall pay to the said Frederick Savings Institution, the said sum of Fifteen hundred dollars in said promissory note recited when the same shall become due and payable by the terms of said promissory note or if the said promissory note shall from time to time be renewed, shall pay any renewal note or notes, when the same shall become due and payable, then this mortgage shall be null and Void, all of which will appear by reference to a certified Copy of said mortgage herewith exhibited and marked Exhibit No. 4.

6th And your Orator Charges that said note was renewed and that on the 6th day of August, 1889, the said Adam H. Eyler made his renewal promissory note, payable to your Orator six months after