No. 6881 Equity.

of the Furnace property mentioned in the Report of Sales filed in this cause, each for the sum of Ten thousand dollars with interest from said date, the one of said notes maturing on the 15th day of September last passed and the other maturing on the 15th day of March 1901. while the interest on each of said notes is payable annually.

2nd. That said two notes are secured by a mortgage upon said Furnace property mentioned in the proceedings in this cause, and that it is provided in said Mortgage that in default of payment of said notes or of the interest thereon. then the whole of the debt mentioned in said mortgage may be taken and considered due and payable all which will appear from the original Mortgage filed herewith as Exhibit 1 and which is prayed to be taken and considered as part hereof.

3rd That said two notes are for a part of the purchase money of said Furnace property.

4th That the note mentioned in Exhibit A 1 as maturing at 18 months after Sept. 15th 1900. although now over-due for three weeks has not been paid. nor have your Petitioners received any satisfactory assurances of payment at any early date. although your Petitioners have again and again in person and by letter urged and insisted upon the immediate payment of said note,

That not only is the note mentioned in preceding paragraph over due, but there is likewise due from and unpaid by the said Ernest Sharp the interest on the note for $10000. mentioned in Exhibit No. 1 for one year said interest becoming due March 15th 1900.

6th That the said Ernest Sharp has sold the whole or part of the mortgaged property to a corporation believed to be named The Blue Mountain Iron and Steel Company who now have possession of said Furnace property and who are conducting operations on the same, but whether said Co. is now actually operating said Furnaces or is only engaged in developing the same your Petitioners are not advised, although your Petitioners believe on information that large sums of money have spent upon said Furnaces and property by said Co.

7th That your Petitioners are under the belief from the interviews and correspondence with said Ernest Sharp that he looks to said Blue Mountain Iron Co. to pay your Petitions, but said Co. has made representation upon the subject of payment nor given your Petitioners any assurances of any kind whatever. Nor has said Co. according to the representations of said Ernest Sharp given him any satisfactory assurances of immediate payment asking for more time.

8th That under these circumstances and in view of the fact that the creditors of the Catoctin Mountain Co of Frederick County have been waiting for their money for a very long time your Petitioners are advised and believe that it is their duty to ask for an order of your Honorable Court authorizing and directing your Petitioners the mortgagees in Exhibit No. 1 named to exercise the Power of Sale named in said Mortgage or to file a Bill in Equity in your Honorable Court to foreclose said Exhibit No. 1 as they may deem most beneficial to their trust as also an order authorizing and permitting your Petitioners Receivers aforesaid in their discretion to suspend for such time as they may deem advisable a sale under the Power of Sale mentioned in said mortgage upon payment of the note for $10000. with all interest due on same together with all the interest