No. 6709. Equity.

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

The petition of Robert G. Gambrill, Charles W. Ross and John S. Newman, Trustees in this cause respectfully shows unto your Honors:-

1st. That as appears by the report of Sales of Real Estate filed in this cause, said trustees sold the real estate which came into their hands, being the estate called "Edgewood", the residence of the said James H. Gambrill, to Minnie Leigh Mercer for the sum of Twelve Thousand dollars, one third of the purchase money to be paid in cash upon the day of sale or on the ratification of the sale by your Honorable Court, the balance in six and twelve months.

2nd. That the said Minnie Leigh Mercer has paid to your Trustees the said one-third of the purchase money, amounting to the sum of Four Thousand dollars, which your trustees now have in their possession.

3rd. That the real estate sold by said Trustees is bound by a Mortgage executed by the said James H. Gambrill and wife to C. Staley Gambrill to secure him as surety upon several promissory notes, one of which was held by the Central National Bank of Frederick and the other of which was held by the Farmers and Mechanics National Bank of Frederick, and also to secure him as surety on any renewal or renewals of said notes or either of them.

4th. That said notes have been renewed from time to time and are now represented by two promissory notes for the sum of Five Thousand Dollars each, upon which the said C. Staley Gambrill is surety, one of which is held by the said Central National Bank and the other of which is held by the said Farmers and Mechanics Bank.

5th. That the said Banks are entitled to the benefit of the lien of the aforesaid mortgage by reason of the facts above ~~entitled~~ set, ~~the~~ ~~[illegible]~~ of the provisions of the deed of trust in this cause. Said notes must be first paid out of the proceeds of sale of the real estate above mentioned.

6th. That the said notes are constantly ~~growing~~ interest at the rate provided therein, whereas the portion of the purchase money in the hands of your trustees is deposited in Bank to their account and is bearing no interest. Your Trustees therefore deem it advisable to apply the Four Thousand Dollars now in their hands towards the payment of the notes aforesaid, as far the

1897.