

## No. 693 Equity.

Said purchase money, and that on the seventeenth day of November in the year eighteen hundred and ninety eight upon a settlement had on that day between your orator and the said David A. Lugg it was ascertained that your orator was indebted to the said David A. Lugg in the sum of hundred and three dollars for labor done by him for orator and for taxes on said property paid by the said David A. Lugg, your orator having then agreed to abate the interest which had accrued on account of the payment of said taxes by the said David A. Lugg which said sum of two hundred and three dollars so due by your orator to the said David A. Lugg it was then understood and agreed by and between them was to be appropriated by your orator on account of the purchase money of said Real Estate and that allowing all of said credits including said sum of two hundred and three dollars so appropriated on account of said purchase money there still remainder due your orator the sum of three hundred and twenty two dollars with interest from the seventeenth day of November in the year eighteen hundred and ninety eight for which amount the said David A. Lugg gave a note, dated November seventeenth Eighteen hundred and ninety eight payable to your orator or order one day after date, with interest from date and delivered the same to your orator, but which said note is lost and your orator is unable to find although he has made diligent search for the same among his papers and when he usually keeps such instruments.

5. That now so it is the said David A. Lugg not having regarded his aforesaid promise and engagements neglected and refused and still neglect and refuse to pay unto your orator the said balance of said purchase money with the interest thereon although the time limited for the payment of the same, has long since passed and your orator is now able and willing and has been willing to give to those entitled thereto a proper conveyance of a good and unincumbered estate in fee.

6. That your orator claims and has a vendor lien for said residue of said purchase money due and owing by the said David A. Lugg in his lifetime to your orator for said Real Estate and that said vendor lien to the end therefore that the said Elizabeth Lugg widow John C. Lugg widow John C. Lugg, and Annie Lugg, his wife, Francesa Wier and Henry A. Wier, her husband David A. Lugg, and Oliver L. Lugg, his wife, Mary Glass, and John Glass, her husband, Elizabeth R. Fleming and George Fleming, her husband, Joseph Lugg and