No. 8561 Equity.

if any, and the unknown heirs of the said John Thayer if any and to Walter U. S. Levy, Assignee of Mortgagee of Eugene Thayer, thereon all of whom are Non-residents of this State, of the object and substance of this Bill, and warning them to appear in this Court, in person or by Solicitor, on or before a certain day to be named therein, to show cause if any they may have, why a decree ought not to be passed as prayed.

And as in duty bound &c.

Joseph H. Wolfinger and
D. Princeton Buckey
Solicitors for the Complainants.

Exhibit No. 1.

Filed May 25-1910

At the request of Eugene Thayer the following Deed is received for Record and Recorded April 2nd 1883. at 12.45 O'Clock P.M.

Test: Adolphus Fonhall, Jr. Clerk.

This Deed Made on this 2nd day of April 1883. by one Howell Shipley, Administrator of Stephen Howell, late of Frederick County, deceased, Mortgagee of Rosanna Thomas of Frederick County, Maryland, Witnesseth, Whereas Rosanna Thomas by her deed of Mortgage bearing date the 22nd of April A.D. 1872. Conveyed to the said Stephen Howell in his lifetime the real estate below described and hereby intended to be conveyed for the purpose of securing the payment of the sum of money therein mentioned and interest on the same at the time and in the manner therein specified which Mortgage provided that if default should be made in the payment of said indebtedness, at the time and in the manner therein specified, then it should be lawful for the said Stephen Howell to sell the said Mortgaged premises at public sale for cash on the purchaser after giving ab least three weeks notice in one or more newspapers published in Frederick County of the time place manner and terms of sale, see of which will appear by reference to said deed of Mortgage duly recorded in Liber C. M. No. 6. folio 746 &c. one of the Land Records of Frederick County. And whereas default was made by the said Rosanna Thomas in the payment of the sum of money mentioned in said Mortgage, and the payment of which was thereby secured and the interest thereon at the time mentioned in said Mortgage, by which default the said Stephen Howell was authorized