

No. 8039. Equity.

length and stated that he had arranged with certain parties to "loan" security thousand dollars (\$70,000.00) in the shape of redeemable ground rents, and understanding and believing that the plan proposed by the said party for the raising of the money required to make the desired improvements and erecting the necessary dwelling-house was simply a substitute for ordinary mortgages. He executed said deed and lease on the 1st day of May, A.D. 1881 and returned the same to the said party, a Certified Copy of said lease being filed herewith marked "Exhibit No. 3".

3. That there were on said ground, prior to the execution of said deed and lease, certain mortgages referred to in said party's letter of May 26th, among which was a mortgage held by Ann P. Marshall for fifteen thousand dollars (\$15,000.00) upon part of said ground, and after the execution of said deed and lease the said party arranged with the said Ann P. Marshall by which she did agree to furnish additional money and take a Conveyance of ten of said lots subject to said lease and redeemable for thirty-two hundred and forty dollars (\$3240.00) each and the said party, in consideration of the sum of thirty-two thousand, four hundred dollars (\$32,400.00) made up of the said mortgage loan of fifteen thousand dollars (\$15,000.00) and the additional amount required to make the said sum of thirty-two thousand, four hundred dollars (\$32,400.00) did, on the 1st day of June A.D. 1881, convey to said Ann P. Marshall ten of the lots mentioned in said lease, being Lots Nos. 1, 2, 3, 4, 5, 6, 10, 17, 18, and 19, and which deed was duly recorded among the Land Records of Baltimore City, on the 6th day of June, 1881, and at the same time of the recording of the release of the said mortgage for fifteen thousand dollars (\$15,000.00);

4. That by the terms of said lease each of said lots was redeemable at any time within six months after the first day of June, 1886, upon the payment of the sum of thirty-two hundred and forty dollars (\$3240.00) and all rents then due thereon and a proportion of the amount to become due for the current half year for each and every lot so to be redeemed, the same fully appear by said "Exhibit No. 3".

5. That on the 26th day of October, 1886, your orator entered into an agreement with the said Ann P. Marshall whereby the said Ann P. Marshall did covenant with your orator that said ten lots, or any one of them, should