NO. 9096, EQUITY.

Minnie M. Barker, assignee of Mortgage from John H_ Barker and Minnie M. Barker, his wife, to the Real Estate and Improvement Company of Baltimore City.

Vs.

Ada M. Barker and Agnes A. Barker.

No. 9196 Equity.

In the Circuit Court for Frederick County, in Equity.

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

The Bill of Complaint of Minnie M. Barker, of Frederick County, State of MAryland, shows unto Your Honors--

1st. That she the said Minnie M. Barker, is an adult resident of Frederick County, State of Maryland.

2d. That on the 17th day of March, in the year 1908 John H. BArker, husband of Your Oratrix, being desirous of securing Eighty-one Hundred Dollars ($8100.) which the Real Estate and Improvement Company of Baltimore City a body corporate of the State of Maryland, was willing to loan, provided your oratrix would unite with him the said John H. Barker in executing a mortgage to secure said loan, conveyed unto said, The Real Estate and Improvement Company of BAltimore City, the real estate owned by the said John H. Barker, and real estate owned by the said John H. Barker and your oratrix as tenants by entireties, on the date above mentioned the said John H. BArker and your oratrix, to secure the payment of a loan of Eighty-One Hundred Dollars ($8100.) did by their deed of that date convey unto the said The Real Estate and Improvement Company of Baltimore City, certian real estate situate and lying in Frederick County, State of Maryland, and described in said deed, to which said deed there is a condition annexed that it be void on payment by the said John H. BArker and minnie M. Barker his wife, to the Real Estate and Improvement Company of BAltimore City of the aforesaid sum of money, with interest thereon from the 1st day of March, in the year 1908 by said deed filed herewith as part of this Bill will more fully appear.

3d. And your oratrix charges that the said John H. Barker departed this life on or about the 30th day of April, in the year 1913¾ that said indebtedness was prior to the death of the said John H. Barker reduced to the sum of Thirty-Nine Hundred, ninety seven dollars and Thirty-seven cents ($3997.37.)

4th. That after the death of the said John H. Barker your oratrix paid to said The Real Estate and Improvement Company of Baltimore City, the balance due on said mortgage loan, towit, the sum of $3997.37; and on the 4th day of June in the year 1913, said The Real Estate and Improvement Company of Baltimore City, assigned said Mortgage to Your oratrix, as will fully appear by reference to the assignment on said mortgage herewith filed as an exhibit to this Bill, and prayed to be takenas part thereof. Your oratrix charges that no part of the aforesaid sum of $3997.37 has been paid to her, although the time limited for the payment of a portion thereof, by the conditions of the aforesaid deed of mortgage, has passed, and payment has been duly demanded; but the whole of said sum of $3797.37 and interest from the 4th day of June 1913, remains due and owing to your oratrix.

5th. That the said deed of mortgage provides for the payment of said $8100. on or before the 1st day of MArch in the year 1916, with interest at the rate of 6% per annum in monthly installments of at least One Hundred and twenty-One Dollars and Fifty cents ($121.50) including interest; and did further provide, among other things, that in the event of three of the avobe mentioned monthly installments being due and unpaid, the entire mortgage debt intended to be secured should be deemed and and demandable and your oratrix charges that default has been made in the payment of more than three of the above mentioned installments.

6th. That of the property described in and conveyed by said deed of mortgage, the first parcel,