of the said Augustus H.Ebert and Elizabeth Ebert,his wife,in the stock in trade and machinery and equipment in the store property of the firm of B.Ebert and sons in said City.

2. And which said deed of mortgage contained a proviso,that if the said Augustus H.Ebert should pay or take up at or before maturity the promissory notes aforesaid so as to protect the said Winebrenner from all liability therefor,then the said mortgage shall be void,and it was agreed that until default should be made by the said Augustus H.Ebert he should retain possession of the premises and property thereby mortgaged.All of which will fully appear by reference to a certified copy of said mortgage filed herewith as Exhibit No.1,which,togather with all other Exhibits hereinafter produced,it is prayed may be taken and considered as part of the Bill of Complaint.

3. That said mortgage,so given as aforesaid,inured to the benefit of your complainant,the Central National Bank,of Frederick,Maryland,

4. That of said original indebtedness,secured by the said mortgage as aforesaid,there still remains due,owing and unpaid unto the Central National Bank,of Frederick,Maryland,your Complainant,the sum of Nine Thousand Dollars,with interest thereon from tha 16th day of May,1907,(although the time limited for the payment thereof by the condition of said mortgage has and payment has been duly demanded)upon notes which are renewals of the original notes recited in said mortgage,and upon which said renewals the said Edward J.Winebrenner Sr.is surety;and upon which said Central National Bank,of Frederick,Maryland,has secured judgment against the said Edward J.Winebrenner Sr.in the Circuit Court for Frederick County.

5. That in the month of September,1907,the said Augustus H.Ebert and the said Elizabeth Ebert,on their respective petition filed in the United States District Court for the District of Maryland, were duly adjudged Bankrupts under the Acts of Congress in such cases made and provided,certified copies of their adjudication in bankruptcy having been recorded,as required by law,among the land Records of Frederick County;and the said Emory L.Coblentz,Charles C.Waters and Thaddeus M.Biser were duly elected and qualified as Trustees of the said Augustus H.Ebert,as will appear by reference to a certificate of their appointment and qualification as such Trustees,under the hand of the Clerk of the said District Court of the United States for the District of Maryland,given under the seal of the Court,herewith filed as Exhibit No.2;and the said Emory L.Coblentz,Charles C.Waters and Thaddeus M.Biser were also duly appointed Trustees of the estate of said Elizabeth Ebert,and have qualified as such Trustees,as will appear by reference to a certificate of their appointement and qualification,under the hand of the Clerk of the said District Court of the United States for the District of Maryland,and under the seal of said Court,herewith filed as Exhibit No,3.wherefor under the provisions of the Acts of Congress relating to Bankruptcy all the right title,and interest of the said Augustus Ebert and Elizabeth Ebert,his wife,in and to the property mentioned and described in the mortgage aforesaid persons to the said Trustees.

6. That the said Central National Bank,of Frederick,Maryland,your Complainant,applied,by petition to said District Court of the United States for the District of Maryland,for permission to foreclose the mortgage above mentioned in the Courts of this State,the prayer of which petition having been subsequently granted by said District Court on the 29th day of January,1908,as will fully appear by reference to a certified copy of said petition and Court's Orders thereon herewith filed as Exhibits Nos.4 and 5 .

7. That,as will appear by reference to the certified copy of the aforesaid mortgage filed herewith as Exhibit No.1,the said Edward J.Winebrenner Sr,on the 24th day of April,1906,by endorsement at the foot of said mortgage,in thr Land Records of Frederick County,released from the operation of said mortgage,the property mentioned and described therein as the Laundry Property,but your Complainant, the Central National Bank,of Frederick,Maryland,did not join in said release.

TO THE END,THEREFOR,That the said Emory L.Coblentz,Charles C.Waters,and Thaddeus Biser,Trustees in bankruptcy of said Augustus H.Ebert,and the said Emory L.Coblentz,Charles C.Waters,and Thaddeus M.Biser,Trustees,in Bankruptcy of the said Elizabeth Ebert,to the said Edward J.Winebrenner Sr.may answer the several matteres and things aforesaid,or so much thereof as they may necessary,may be sold for the payment of your Complainints Claim,with interest aforesaid;and that your Complainant may have such other or futher reliefas its case may require.