May it Please Your Honors, to grant unto your Complainant the writ of subpoena in the usual form directed to the Sheriff of Frederick County, against the said Emory L. Coblentz, Charles C. Waters and Thaddeus M. Biser, Trustees in Bankruptcy of Augustus H. Ebert, and against the said Emory L. Coblentz, Charles C. Waters and Thaddeus M. Biser, Trustees in Bankruptcy of Elizabeth Ebert, and against the said Edward J. Winebrenner, Sr., commanding them and each of them to be and appear in this Court on some certain day to be therein named, to answer the premises and abide by and perform such decree as may be passed herein.

And as in duty, etc.,

John S. Newman
Sol, for Comp,

Filed February 14-1908.

EXHIBIT NO 1

U. S. INTERNAL REVENUE STAMP Cancelled

At the Request of Edwar J. Winebrenner, Sr., the following Mortgage is Received for Record and Recorded March 4th, 1899 at 9.30 O'clock A.M.

Test: Doughlass H. Hargett, Clerk.

This Mortgage, made this 28th, day of February in the year Eighteen hundred and Ninety nine by Augustus H. Ebert and Elizabeth Ebert, his wife, of Frederick County Maryland, Witnesseth, Whereas Edward J. Winebrenner, Sr., in consideration of the execution of these presents has indorsed three promissory notes of the said Augustus H. Ebert, to the central National Bank of the date of February 24, 1899, for the sum of Five Thousand Dollars, Four Thousand Dollars and Two ThOusand Dallars respectively for the accomodations of the said Augustus H. Ebert and has agreed to renue said indorsements from time to time when requested to do so by the said Augustus H. Ebert within the limit of $11000. aforsaid during a period of not more than Three years from the date of these presents, now therefore, in consideration of the premises the said Augustus H. Ebert and Elizabeth Ebert, his wife, do hereby grant unto the said Edward J. Einebrenner, Sr., all their title and interest to and in those lots and tracts of land lying in said County and State and known as the Store property of B. Ebert & Sons on the North side of West Patrick Street in Frederick City, the Laundry Property on the same aide of the same street in said City, the repository on the south side of the same street in said City, twenty seven Acres and eighteen perches of land near Feaggaville in said County for a fuller description of which properties and the title to the same reference is made to various deeds recorded in Liber T.G. No. 6, folio 602, folio 526, J.W.L.C. No. 1, folio 255, W.I.P. No. 6, folio 122, J.L.J. No. 14, folio 167, & D.H.H. No. 3 folio398, Land Records of said County, also all our interest in the stock in trade and machinery and equipments in the store property of the firm of B. Ebert and Sons, in said City and to have and to hold the above granted property unto the said Wdward J. Winebrenner Sr. his heirs and assigns forever in fee simple, provided that if the said Augustus H. Ebert shall pay or take up at or before maturity the promissory notes aforesaid indorsed by the said Edward J. Winebrenner, Sr. so as to protect the said Winebrenner from all liability therefore, then this mortgage shall be void, and it is agreed that until default shall be made by the said Augustus H. Ebert he shall retain possession of the premises and the property hereby mortgaged, but if the said Augustus H. Ebert shall fail to pay or take up the notes aforesaid or the renewals thereof so that the said Edward J. Winebrenner, Sr, shall become liable therefor, then it shall be lawful for the said Edward J. Winebrenner, Sr. to sell the said mortgaged premises and property at the Court House in said Frederick City, at public auction for cash after giving at least three weeks public notice of the time, place, and terms of sale by advertisement in some newspaper published in said City prior to the day of sale, and to apply the proceeds of such sale to the