

together with all other exhibits hereinafter produced, it is prayed may be taken and considered as part of this Bill of Complaint.

2. That on the said day, to wit, the seventh day of February 1888, the said Benjamin Forman became indebted to the Citizens National Bank of Frederick on a promissory note for the sum of three Hundred and Fifty dollars payable six months after dated upon which note Geo. Wm. Smith and W. L. Smith were securities, all of which will more fully appear by reference to said note herewith filed and marked "Exhibit B."

3. That to protect the above named securities from any loss that might ensue or any failure to pay the interest or principal on said note, or renewal thereof, the said Benjamin Forman on the same day, to wit, the seventh day of February, 1888, executed with his wife, Abby Forman, to the said Geo. Wm. Smith a deed of Mortgage on the aforementioned land, to which deed of mortgage there is a condition annexed that if the said Benjamin Forman shall pay the mentioned note at maturity with all interest due or any renewals that may be made thereof, when then, the mortgage to be void, all of which will more fully appear by reference to said deed of mortgage herewith filed and marked "Exhibit C."

4. That the said note was renewed from time to time and on the 29th day of September in the year A. D. 1900, the said Benjamin Forman with the said Geo. Wm. Smith and W. L. Smith as securities gave a renewal note to the said Citizens National Bank of Frederick, Md., for the said sum of Three Hundred and Fifty dollars payable six months after date which was not paid at maturity and on the 24th day of April, 1901, was assigned by Wm. G. Zimmerman, Cashier of said Bank, to Geo. Wm. Smith for value received and without recourse, all of which will more fully appear by reference to the face of said note and the endorsement thereon, which said note is filed herewith and marked "Exhibit D."

5. That since April 24th, 1902, no part of the aforesaid sum of money or interest accrued thereon, has been paid by the said Benjamin Forman or any <sup>one</sup> ~~part~~ for him, except the following payments of interest to-wit: - July 11th, 1903 \$15.00 Dec. 28th, 1906 \$21.00 Oct. 5th, 1910. \$80.00 May 1st, 1913 \$1800 Dec, 19th, 1913 \$23.00 Total \$157.58. that the amount of interest which accrued on said note was the sum of \$301.00 as of the date of July 24th, 1916, leaving a balance of interest due of the sum of \$143.42, which together with the principal of \$350.00 makes the total indebtedness of the sum of \$493.42 now due and owing, although the time limited for the payment thereof, by the condition aforesaid, has passed, and payment thereof has been duly demanded from the said Benjamin Forman.

6. That in the Fall of the year 1914, the said Benjamin Foreman being seized and possessed of said real estate and subject to said mortgage departed this life without will leaving as his heirs at law, his widow Abby Forman, aged 71 years, a son John E. Forman and Lucy Forman, his wife, another son Benjamin F. Forman and Laura Forman, his wife, also another son William Forman, and Florence Forman, his wife, an daughter Carrie Forman Holland and Charles Holland, her husband, all of whom are adults and reside in Frederick County, also two grandchildren by his daughter Mittie Forman and her husband Ben jamin Daily, said parents both deceased, named Charles H. Daily age 18 years and Lester Daily age 20 years, both of whom reside in said County and State.

7. That in the month of July in the year A. D. 1915, the said Geo. Wm. Smith departed this life and by his last will and testament constituted and appointed as his executors your complainants George F. Smith, William L. Smith and Howard L. Smith, who have duly qualified as will appear by reference to the certification thereof herewith filed and marked "Exhibit E." To the end thereof,

1. That the said heirs of the said Benjamin Forman may be decreed to pay to your complainants what may be due them as such executors as aforesaid, together with their costs of suit, by a short day to be appointed for that purpose; or in default thereof, that the said heirs and all persons claiming under them, may be absolutely debarred and foreclosed of and from all right and equity of redemption in and to said mortgaged premises, and every part thereof. or that the mortgaged premises be decreed to be sold to satisfy and pay the mortgaged indebtedness and the interest and cost of suit.

2. That your complainants may have such other and further relief as their case may require. May it please your Honors to grant unto your complainants the writ of subpoena, directed to the said Abby Forman, John E. Forman and Lucy Forman, his wife, Benjamin F. Forman and Laura Forman, his wife, William Forman and Florence Forman, his wife, Carrie Forman Holland and Charles Holland, her husband, adults, and Charles H. Daily and Lester Daily, infants, all residing in Frederick County, Maryland, commanding them to be and appear in this court at some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein. And as in duty bound, etc.

Geo. R. Dennis, Jr.

Solicitor for Complainants.

Filed Aug. 3rd, 1916.

"EXHIBIT A"

THIS DEED made this 7th, day of February in the year 1888 by Henry Middleton and Louise Middleton his wife Witnesseth that in consideration of the sum of Four Hundred and fifty dollars in hand paid the receipt whereof is hereby acknowledged, the said Henry Middleton and Louise Middleton his wife do grant in fee simple to Benjamin Forman al that lot or parcel of ground with improvements thereon situated in Frederick County State of Maryland and lying on the Frederick and Ballenger Creek Turn Pike, it being all that lot or parcel of land conveyed to the said Henry Middleton by Geo. H. Rizer & wife by deed bearing date the 20th day of December 1870 and recorded in Liber C.M. No. 6 Folio 134 one of the land Records of Frederick County, excepting so much as was heretofore sold off said lot to Wm. Tyson & G. G. Braine, and the said Henry Middleton and Louise Middleton his wife coveants that they will warrent the property hereby conveyed. Witness our hands & seals.

Test. W. R. Johnson

Henry <sup>his</sup> Middleton (Seal)  
Louise <sup>her</sup> Middleton (Seal)  
<sub>mark</sub>