

from date at the rate of four and one-half per centum per annum; and the said makers of said promissory note secured the payment of said promissory note by a mortgage deed of all their right, title, interest and estate, at law or in equity, in and to the said tract of land mentioned in the said mortgage deed of Michael H. Lippy and Ellen Lippy, his wife, to said Jacob H. Diehl, dated April 1st, 1896, and recorded as aforesaid, as will fully and at large appear by reference to said mortgage deed dated March 31st, 1905, and Recorded among the Land Records of Frederick County, aforesaid, in Liber S. T.H. No. 272, folio 234 etc., - the originals of which said mortgage note and said mortgage deed to the said Sarah Ann Bixler are herewith filed as part hereof, marked respectively Exhibit No. 1 and Exhibit No. 2.

- 3. That interest on said Mortgage indebtedness of \$1200 to this petitioner, Sarah Ann Bixler, is paid to March 31st, 1914,
- 4. That your petitioner is advised the said mortgage indebtedness of Michael H. Lippy and Ellen Lippy his wife, under said mortgage to Jacob H. Diehl will be paid in full out of the proceeds of sale of said mortgaged land and that a large surplus will be available to the payment of the mortgage lien and claim of this respondent.
- 5. That your petitioner accordingly prays that in the distribution of the proceeds of said sale of land there may be paid out of the shares of the said Ellen Lippy, Annie K. Buffington, Irving M. Lippy, William H. Lippy, Charles E. Lippy, Mollie A. Lippy and Emma S. Lippy the mortgage lien and claim of this petitioner, amounting to the sum of twelve hundred dollars, with interest thereon at four and one-half per centum per annum from March 31st, 1914.

And as in duty bound etc.,

Bud & Park

Upon the foregoing petition and exhibits, it is this 8th day of ^{Sol.} October, 1915, ordered and directed by the Circuit Court for Frederick County, sitting as a Court of Equity, that the Auditor of this Court in the distribution of the funds in the above entitled cause shall, after the payment of the costs and expenses of these proceedings and the mortgage indebtedness to N. Charles Graybill, assignee of Mortgagee, apply the shares in the surplus of the said Ellen Lippy, Annie K. Buffington, Irving Michael Lippy, William Henry Lippy, Charles E. Lippy, and Mollie A. Lippy and Emma S. Lippy to the satisfaction and discharge of the mortgage claim of Sarah Ann Bixler of \$1200, with interest from March 31st 1915, at four and one-half per centum per annum, and report the same to this Court in his account to be filed, subject to all legal exceptions and the further order and direction of this Court.

Filed Oct. 8th, 1915,

Glenn H. Worthington.

EXHIBIT NO 1.

(Secured by mortgage of Even Date Herewith.)

\$1200.00

March 31st, 1905.

One year after date we jointly and severly promise to pay to the order of Sarah Ann Bixler, wife of Uriah Bixler, twelve hundred dollars, for value received, with interest from date at four and one-half per centum per annum.

- Ellen Lippy
- Annie K. Buffington
- John M. Buffington
- Irving M. Lippy
- Nora E. Lippy
- William H. Lippy
- Ann Louisa Lippy
- Charles E. Lippy
- Mollie A. Lippy
- Emma S. Lippy

Filed Oct. 8th, 1915.

"EXHIBIT NO 2"

This deed, made this thirty-first day of March, in the year Nineteen Hundred and Five, by Ellen Lippy, widow, Annie K. Buffington and John M. Buffington, her husband, Irving Michael Lippy and Nora Emma Lippy, his wife, and Charles E. Lippy, Mollie S. Lippy and Emma S. Lippy, all of Frederick County, in the State of Maryland, and William Henry Lippy and Ann Louisa Lippy, his wife, of Carroll County, in the State of Maryland.

Whereas the said Ellen Lippy, Annie K. Buffington and John M. Buffington, her husband, Irving Michael