

No. 11120 Equity.

Jesse F.R. Heagey, Attorney named in, a Mortgage from William Wilcoxson to Wilbur Wilcoxson, Willard C. Wilcoxson, Andrew J. Wilcoxson, and Eugenia H. Rawlings. also in a mortgage from William Wilcoxson, Andrew J. Wilcoxson, Wildur Wilcoxson, Willard C. Wilcoxson, and Eugenia H. Rawlings to Eugenia H. Rawlings, Committee of Ruth E. Wilcoxson, and the New Amsterdam Casualty Company surety on the bond of said Committee.

No. 11120 Equity. In the Circuit Court for Frederick County, Maryland, Sitting as a Court of Equity.

On.

P E T I T I O N.

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To the Honorable, Judges of said Court:-

The petition of Jesse F.R. Heagey, attorney, respectfully shows:-

- 1. That William Wilcoxson, late of Frederick County, Maryland, deceased, in his lifetime borrowed the sum of Four Thousand Dollars from Wilbur Wilcoxson, Willard C. Wilcoxson, Andrew Jackson Wilcoxson, and Eugenia H. Rawlings, four of his children, as evidenced by his four promissory notes for \$1000.00 each dated June 11th, 1919 and payable one year after date with interest at three per cent per annum to the order of the aforesaid four children, respectively, and to secure the payment thereof together with the interest thereon executed a mortgage bearing even date therewith, namely, June 11th, 1919, to his aforesaid four children to whom he thereby conveyed a certain house and lot of ground situate on West Church Street, in Frederick City, Frederick County, Maryland, described in a deed from Edwin C. Markell, Substituted trustee, to William Wilcoxson bearing even date with the aforesaid mortgage and duly recorded in Liber 328 folio 354, one of the Land Records of said Frederick County, as will more fully appear by reference to the aforesaid mortgage, recorded in Liber 327 folio 180, one of said Land Records, and herewith filed as part hereof marked "Exhibit A", and the four aforesaid promissory notes herewith filed as part hereof marked, "Exhibit A1", "Exhibit A2", "Exhibit A3", and "Exhibit A4," respectively, that as appears from said note to Wilbur Wilcoxson, "Exhibit A1," \$100.00 of the principal thereof with interest from March 11th, 1925 thereon remains due and payable to him, and the remaining \$585.00 of the unpaid principal thereof with interest thereon from April 1st, 1925 is due and payable to his assignee, Eugenia H. Rawlings; that as appears from said note to Willard C. Wilcoxson, "Exhibit A2", \$480.42 of the principal thereof with interest thereon from January 2, 1925 remains due and payable to him; that as appears from said note to Andrew Jackson Wilcoxson, "Exhibit A3," the same has been paid and cancelled as further appears also by the patee's release endorsed on the aforesaid mortgage; and that as appears from said note to Eugenia H. Rawlings. "Exhibit A4," the whole principal thereof with interest from December 28th, 1924 is due and payable to her, as by reference to the credits, assignments and releases entered on the aforesaid mortgage and duly recorded will more fully appear.
2. That a small unimproved part of the aforesaid lots was sold from the real thereof to Benjamin F. Grove and conveyed by deed from William Wilcoxson and the aforesaid mortgagees dated June 16th, 1921 and duly recorded in Liber 336 folio 8, one of the aforesaid Land Records, as by reference thereto will fully appear.
3. That said William Wilcoxson borrowed the sum of Two Thousand Three Hundred Dollars from Eugenia H. Rawlings, Committee of Ruth E. Wilcoxson, in cause No. 5135 Equity in the Circuit Court for Carroll County, Maryland, as evidenced by his promissory note dated May 24th, 1922 for \$2300.00 payable one year after date with interest at six per cent to the order of said Committee, and the New Amsterdam