

ANSWER OF EUGENE SPONSELLER.

Margaret J. House	"	No. 11,701 Equity.
v.	"	In the Circuit Court for
Annie House, et al.	"	Frederick County, in Equity.
	"	
	"	

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The Answer of Eugene Sponseller, to the Bill of Complaint filed against him in this cause;

1st. Answering the first, second, third, fourth and fifth paragraphs of said Bill of Complaint, your respondent admits the death of a certain Levin B. House on or about the Twelfth day of May, Nineteen Hundred and Twenty-eight, but your respondent is not advised as to whether the said Levin B. House died testate or intestate, and, if intestate, as to whom are his heirs at law.

2nd. Answering the sixth and seventh paragraphs of said Bill of Complaint, your respondent admits the matters and things alleged in said paragraphs.

3rd. Answering the first paragraph of said Bill of Complaint, marked Eight, your respondent denies the allegations as therein stated, and furthering answering says that the said Levin B. House is indebted to The Citizens National Bank of Frederick on a certain promissory note, bearing date on the Twelfth day of July, Nineteen Hundred and Twenty-seven, for the sum of one thousand and fifty dollars (\$1,050.00) on which said note your respondent is guarantor; that there is due on said note the said sum of one thousand and fifty dollars (\$1,050.00) together with interest thereon from the Twelfth day of January, Nineteen Hundred and Twenty-eight; that the said note is a renewal of a note in an original amount for forty two hundred and fifty dollars (\$4250.00) given by the said Levin B. House to the said The Citizens National Bank, of Frederick, bearing date on the Twelfth day of July, Nineteen Hundred and Sixteen, with your respondent as guarantor thereon; and that for the purpose of indemnifying and saving harmless your respondent by reason of his guaranteeing the payment of said note, or by reason of his guaranteeing the payment of any note or notes that might thereafter, from time to time, be given in renewal of said note, your respondent did on the Twelfth day of July, Nineteen Hundred and Sixteen, take from the said Levin B. House, and the said Levin B. House executed to your respondent a certain mortgage of indemnity conveying the parcels of real estate mentioned in the 6th and 7th paragraph of the Bill, which is recorded in Liber No. 319, Folio 215, one of the Land Records of Frederick County; a certified copy of which said mortgage of indemnity is herewith filed marked Exhibit "Mortgage" and prayed to be taken and considered as a part of this answer.

And answering further your respondent says that letters of administration on the estate of Levin B. House have been granted to his widow, Margaret J. House, and notice to creditors has been given, and, in accordance therewith, the said The Citizens National Bank of Frederick has filed as a claim against the personal estate of the said Levin B. House the note for one thousand and fifty dollars (\$1,050.00) heretofore mentioned and referred to, But your respondent is advised that the personal estate of the said Levin B. House is very small and will be hardly sufficient to pay the costs of administration, so that there will be only a very small, if any, payment made on the said note.

4th. Answering the ninth paragraph of said Bill of Complaint your respondent is not advised as to the matters and things therein alleged.

5th. Answering the second paragraph of said Bill of Complaint numbered "8th," your respondent consents to the sale of the real estate of the said Levin B. House in this proceeding, reserving, however, the lien of the mortgage of indemnity against the proceeds of sale to the same extent in force and affect as against the real estate itself.

Parsons Newman
Solicitor for Eugene Sponseller.

(Filed June 19, 1928)