

BILL OF COMPLAINT.

Isaac N. Shipley and
Margaret E. Shipley,
his wife.

Vs.

Martha Ambush, Lee
Braxton and George
Richard Ambush, Infant

No. 11822 Equity.

In the Circuit Court for

Frederick County, Sitting

as a Court of Equity

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To the Honorable, the Judges of said Court;

Your Orators, complaining, say;

1. Ther heretofore, to-wit; on the twenty-second day of August in the year A.D. 1927, that they the said Isaac N. Shipley and Margaret E. Shipley, his wife, by their deed of conveyance did convey unto Martha Ambush and Lee Braxton for and during their natural lives jointly and after their death to her son George Richard Ambush, Infant, all then being residents of Frederick County, State of Maryland, the following described real estate, to-wit; All that tract or parcel of land situate, lying and being on the North side of Phebus Avenue in Frederick City, aforesaid and improved with a dwelling house and at the present time designated as Nos. 215 and 215 A Phebus Avenue in said Frederick City, the property hereby intended to be conveyed being part of the same real estate conveyed by C. Edwin Kemp and Caroline Kemp, his wife, to Edward S. Deplaine by deed dated the 16th day of June A.D. 1925, and recorded in Liber No. 354, folio 153, one of the Land Records of Frederick, Maryland, and being the same orioerty conveyed by the said Edward S. Delaplaine to the said Isaac N. Shipley and Margaret E. Shipley, his wife, by deed dated the 10th day of March A.D. 1926, and recorded in Liber No. 356, folio 361, one of said Land Records. Excepting therefrom however four square feet of land, more or less, conveyed by the said Isaac N. Shipley and wife to Maude Alexander by deed dated the 28th day of May, A.D. 1926, and recorded in Liber 358, folio 252, one of said Land Records, reference thereto being had will more fully and at large appear by metes and bounds, courses and distances, all of which will more fully appear by reference to certified copy of said deed filed herewith and marked "Exhibit Deed" which together with all other Exhibits filed herewith it is prayed may be taken as a part of this Bill of Complaint.

2. That the purchase price of said property was the sum of Fifteen Hundred Dollars (\$1500.00) on which at the time of conveyance there was paid the sum of Four Hundred and Fifty Dollars (\$456.00) and in the said there was a reservation of a vendor's lien for the sum of One Thousand and Fifty Dollars (\$1050.00) which the said Martha Ambush and Lee Braxton, grantees named in said deed agreed with the said Isaac N. Shipley and Margaret E. Shipley, his wife, to pay on the said sum of One Thousand and Fifty, balance purchase money, in yearly installments of Two Hundred and Ten Dollars, on the 22nd day of each August succeeding date of deed until, all the balance of said purchase money shall be paid and further to pay quarterly the interest on said lien of One Thousand and Fifty Dollars so long as any such indebtedness shall exist, to all of which the said Martha Ambush and Lee Braxton covenanted for themselves and their executors all of which will more fully appear by reference to said "Exhibit Deed".

3. That shortly after the execution of said deed, Martha Ambush and Lee Braxton, Defendants, paid your Complainants the sum of Fifty Dollars (\$50.00) to be applied on the balance of the purchase money, which was so applied, leaving the balance thereon the sum of One Thousand Dollars (\$1,000.00) on the principal, that the interest has accrued on the said money due from August 22nd 1927, to the present time and aggregates the sum of Eighty-five dollars (\$85.00) to January 22nd 1929, the only payments on which amount to the sum of Sixty-two Dollars (\$62.00) the balance due there being Twenty-three Dollars (\$23.00), all of which will more fully appear by reference to statement of account filed herewith and marked "Exhibit Account".