

William Meredith Smith, and executed and delivered to him a deed dated February 15, 1923, and recorded in Liber No. 342, folio 187, one of the Land Records for Frederick County, conveying to him all of the right, title and interest of the said Emma F. Bean and William I. Bean, her husband, being an undivided one-ninth interest, in said real estate as will more fully appear by reference to a certified copy of said deed herewith filed marked Exhibit No. 10, and prayed to be taken and considered as a part hereof.

EIGHTH: That the said William Meredith Smith, together with his second wife, Ruth Edna Smith, by deed bearing date of January 15, 1930, and recorded in Liber No. 412, folio 92, one of the Land Records for Frederick County, conveyed all of their interest in said real estate, being the undivided one-ninth interest which was devised to the said William Meredith Smith by his first wife, Teresa J. Smith, mentioned and described in sub-section 7 of the third paragraph of this Bill of Complaint, and the undivided one-ninth interest therein which was acquired by the said William Meredith Smith by deed from the said James A. Jones, Sheriff, mentioned and described in the seventh paragraph of this Bill of Complaint, unto Clarence C. Holtz and Carrie C. Holtz, his wife, as tenants by the entireties, both of whom then resided in Frederick County, Maryland, as will more fully appear by reference to a certified copy of said deed which is filed herewith marked Exhibit No. 11 and prayed to be considered as a part hereof. That the said Clarence C. Holtz died in the year 1937, and his widow, the said Carrie C. Holtz survives him, resides in Frederick City, Frederick County, Maryland, is over twenty-one years of age, is now the owner of an undivided two-ninths interest in said real estate, and is one of the defendants to this cause.

NINTH: That at the time the said Arunah I. Fitzsimmons purchased from the said George S. Allnutt, executor of the said John Howard Allnutt, the undivided one-ninth interest in said real estate mentioned and described in the fourth paragraph of this Bill of Complaint, the said Arunah I. Fitzsimmons and Lucy C. Fitzsimmons, his wife, borrowed the money with which to purchase said interest in said real estate, amounting to the sum of \$640.00, from the Citizens National Bank of Frederick, Maryland, upon a promissory note signed by them and by the said George S. Allnutt, individually, as surety thereon, and at the same time, on the 24th day of February, 1919, the said Arunah I. Fitzsimmons and Lucy C. Fitzsimmons, his wife, executed and delivered to the said George S. Allnutt a mortgage of indemnity to save him harmless and indemnifying him for any loss or expense which he may incur by reason of said suretyship on said note or any renewals thereof, as will more fully appear by reference to said mortgage of indemnity, dated February 24, 1919, and recorded in Liber No. 325, folio 429, one of the Land Records aforesaid, a certified copy of which is herewith filed marked Exhibit No. 12, and prayed to be taken and considered as a part hereof. That the said George S. Allnutt died in June, 1937, leaving a last will and testament, which was duly admitted to probate and recorded among the Will Records of Frederick County, in which he appointed his wife, Elizabeth D. Allnutt and his son, William T. Allnutt, his executors, as will appear by reference to a certified copy of said Letters Testamentary herewith filed as Exhibit No. 13, and prayed to be considered as a part hereof. That the said Elizabeth D. Allnutt died in the year 1937, and the said William Thomas Allnutt, one of the defendants to this cause, who resides in Cumberland County, Pennsylvania, is now acting as surviving executor of the will of the said George S. Allnutt. That your Petitioners are informed that there is now a balance of principal of \$600.00 due on said note, with interest from May 24, 1938.

TENTH: That as a further protection and security for the payment of said sum of \$640.00, and to further indemnify the said George S. Allnutt in case of loss to him on account of the failure to pay the same the said Arunah I. Fitzsimmons and Lucy C. Fitzsimmons, his wife, suffered a judgment to be entered against them in favor of the said