June Term 1843.-

for the said County came the above named Charles Courts Jones and acknowledged this and the above instrument of mortgage to be his act and deed according to the true intent and meaning thereof and the act of Assembly in such case provided.-

Joseph Forrest Uriah Forrest.-

State of Maryland Montgomery County Set: I hereby certify that the aforegoing is truly taken and copied from the land records of Montgomery County - In Testimony whereof I hereto subscribe my name and affix the seal of Montgomery County Court this tenth day of February Anno Domini one thousand eight hundred and twenty.-

(Seal of Mont. County Court.)

Upton Beall, Clerk Mont. County Court.-

Exhibit B. referred to in the aforegoing bill, is in the following words and figures viz:

Charles Carroll of Carrollton
vs.
Charles C. Jones

In Chancery - Dr. Charles C. Jones, Defendant To Charles Carroll of Carrollton Compt.

1821. Octr. 10th. for the principal sum secured by the mortgage		$2.000.-
for interest thereon from 15th. Jany. 1818 - 3y. 8m. 25d.		448.33
To the complainants costs in Chancery viz.		
Trustees allowance for commission and expenses	$56.36	
Registers fees sent out to Complainant	13.85	
Ditto now due to Waters Regr.	1.40	
56.36 Taxes	3.00	
4.67 Solicitors fee	10.00	
61.03 Auditors fee	4.67	89.28
Amount		2537.61
		61.03
		2476.58

George Maccubbin, Auditor Court of Chancery.-

True copy - Test, Ramsay Waters Regr. Cur. Can

Sir,

Annapolis Octr. 8th. 1821.-

You have above a copy of the Auditors Stament shewing the sum due Mr. Carroll, this statement is founded on a statement made out by Mr. Carroll and which was forwarded by him to his counsel Mr. Magruder - The interest is charged up to the 10th. of the present month presuming by that time the claim would be settled, when I sent you the first statement I did presume that all the interest was due as there was nothing filed among the papers to show to the contrary however on receiving your letter I wrote to Mr. Carroll who a few days ago sent on his statement - The amount of my commission viz. $56.36 together with the auditors fee $4.67 as allowed by the within statement you will remit to me by mail - the other costs as within stated you must pay to Mr. Carroll.-

Clement Smith, Esqr.

Reply. Louis Gassaway.-

Exhibit C. referred to in complainants bill is in the following words viz. - I assign to Clement Smith Esqr. of George Town the decree which I have in the Court of Chancery of the State of Maryland against Charles C. Jones of Montgomery County and I hereby request the Register of the Court of Chancery to enter said decree for said Clement Smith's use, witness my hand this nineteenth day of October in the year of our Lord one thousand eight hundred and twenty one.-

Witness, Richard Caton.-

Chas. Carroll of Carrollton.-

True copy from the original filed in the Court of Chancery of the State of Maryland.-

Ramsay Waters, Regr. Cur. Can

Exhibit D. referred to in the complainants bill is in the following words to wit, At the request of Docr. John Bowie the following Deed was recorded the 19th day of September 1807 to wit - This Indenture made this fourteenth day of

August in the year of our Lord one thousand eight hundred and seven between Charles Courts Jones of Montgomery County and State of Maryland of the one part and Docr. John Bowie of the same place of the other part: Whereas the said Charles C. Jones is now justly indebted unto a certain Thomas Cramphin of the County and State aforesaid in the sum of five thousand eight hundred dollars current money and he hath agreed to secure the said Thomas Cramphin in the payment thereof in the manner and at the times hereinafter mentioned that is to say to pay him the whole of the principal sum at or within five years from the date hereof and to pay the interest on the said principal sum at the rate of six per centum per annum at the end of every six months from the date hereof and to transfer the hereinafter described property to the said John Bowie in truck to enforce by sale thereof a strict and prompt compliance with the agreement aforesaid - Now this Indenture witnesseth that the said Charles C. Jones in consideration of the premises and of one dollar current money of the United States to him in hand paid by the said John Bowie at or before the ensealing and delivery hereof the receipt whereof is hereby acknowledged hath given granted bargained and sold aliened released enfeoffed and confirmed and by these presents doth give grant bargain and sell alien release enfeoff and confirm unto the said John Bowie his heirs and assigns all that parcel or portion of land called "Clean Drinking including the dwelling houses of the said Charles C. Jones supposed to contain about six hundred acres lying and being in the County and State aforesaid with all and singular the rights privileges and appurtenances to the said property belonging or appertaining excepting however thereout all such part thereof supposed to be about one hundred acres with the appurtenances heretofore bargained and sold by said Charles C. Jones to the said Thomas Cramphin in fee simple - To Have and to hold the land and premises with the appurtenances aforesaid (except as before excepted) unto the said John Bowie his heirs and assigns for the uses, and upon the trusts hereinafter expressed and none other; that is to say upon the trust if the said Charles C. Jones his heirs executors and administrators shall or do fail or make default in the payment of the said principal sum of five thousand and eight hundred dollars current money at or upon the tenth day of August in the year eighteen hundred and twelve or of any part thereof, or if he or they do and shall make default in payment of the interest upon the principal sum at the rate aforesaid punctually at the end of every six months from the day of the date hereof as aforesaid and shall suffer any one whole years interest to be due and unpaid at any time within the said five years from the day of the date hereof that then and in either event, and so often as the same shall happen the said John Bowie, his heirs executors or administrators shall (after giving few days public notice of the time and place and terms of sale) set up and expose to public sale to the highest bidder for cash, all and singular the herein before described land and premises, or such part thereof as he may deem necessary to meet the event as aforesaid which may happen and the same to sell to such highest bidder and legal and proper conveyance to give to the said purchaser or purchasers so as to invest him or them with the compleat estate of said Jones therein and the money arising from such sale to apply to the payment in the first place of the expenses attending said sale; secondly to the payment of the sum for which the same shall be sold as aforesaid and the balance if any after the whole principal and interest shall be paid as aforesaid to return to the said Charles C. Jones his executors administrators and assigns and in trust further to use the said course of proceeding so often as a violation of the said agreement on the part of the said Jones shall make it necessary; and the said Charles C. Jones for himself his heirs executors and administrators doth