And your said Orator further sheweth that since the delivery of said unrecorded mortgage deed to the said Margaret Chester upon her undertaking and promise aforesaid he has demanded of her a return of said deed so delivered or the execution of another sufficient mortgage deed as agreed of and upon the same property for the purpose of securing said note as aforesaid but so it is the said Margaret Chester has refused to comply with said requests or either of them but on the contrary she declares that she has burnt said unrecorded mortgage deed and refuses to execute another or further deed or instrument of writing for the securing of the annexed note.

Your Orator further sheweth that he has instituted his action at Law on the common law side of your Honorable Court against the said Thomas Chester but he charges that the said Thomas Chester is not possessed of or owning any property except the leasehold interest aforesaid that your Orator is aware of, and he apprehends the loss of of his debt aforesaid unless he can obtain the stipulated security therefor as above set forth, And he is advised that under the circumstances he is entitled to have the security of a mortgage upon the property conveyed to the said Margaret Chester by John Davidson but he has reason to apprehend and does verily believe that unless your Honorable Court will restrain and prohibit the said Thomas Chester & Margaret Chester his wife from making away selling or conveying the property aforesaid he will be unable to enforce his equity against any bona fide purchaser from him or her without actual notice of said equity, and he charges that at this very time she contemplates and intends a sale of said property to the prejudice of your orator. And your orator charges confederacy and collusion between said Thomas Chester and his wife Margaret to injure and defraud your orator in the premises wherefore in as much as your Orator is remidiless at and by the strict rules of the Common Law and can only have relief in a Court of Chancery where such and the like matters and property cognizable your orator prays that the said Thomas Chester and his wife Margaret may be made defendants hereto and that process of subpoend may issue against them and that they may answer the premises fully and specifically and your orator further prays that the said Margaret Chester and Thomas Chester may be enjoined from selling conveying or disposing of the property conveyed to said Margaret by said John Davidson until the payment of the note aforesaid and that the said property may be decreed to be sold free and clear of the equity of Redemption and the proceeds applied to pay and discharge the annexed note, the same as if your orator were possessed of the unrecorded mortgage aforesaid and this bill was filed to foreclose the same and such other and further relief as to your Honor may seem right and proper and as in duty bound your Orator will ever pray etc etc

Robert J Brent for Complainant

State of Maryland Baltimore City Court, On this 12th day of January 1850 before the subscriber a Justice of the peace of the State of Maryland in and for the City of Baltimore personally appears Thomas Berry and made oath on the Holy Evangely of Almighty God the facts stated in the aforegoing Bill of Complaint are true to the best of his Knowledge and belief

J Hanson Belt

A

Dolls $355 00/100 Baltimore City July 27th 1846

Two years after date I promise to pay Thomas Berry or order Three

hundred and fifty five dollars for value received with Interest from date.

Witness A H Pennington Thomas Chester
Peter Berry.

B

John Davidson to Margaret Chester } Assignment dated the 28th of May 1844
Recorded in Liber B.K. No 309 Folio 120 &c

All those five Lots of ground and premises situate lying and being on the east side of Jones Falls in the City of Baltimore and State aforesaid and which are recorded in Baltimore County Court in Liber A.L. No 223 Folio 289 &c reference thereunto being had will more fully and at large appear which said Lots are contained within the bounds courses and distances following towit Beginning for the one of them on the north side of Monroe Street twelve feet from the corner of Monroe and Spring Street running thence northwardly fifty feet more or less to William Cullum's Lot thence westerly fourteen feet six inches with the line of said Lot until it strikes a point at right angles with the first line thence southwardly parallel with said first line fifty feet more or less to Monroe Street thence easterly binding on said Street fourteen fut six inches to the place of beginning being a front of fourteen feet six inches on Monroe Street as originally leased by a certain Ann Marvin to a certain Amelia Cook together with the improvements and appurtenances thereunto belonging or appertaining subject to the payment of the yearly rent or sum of seven dollars and twenty five cents current money on the first day of January in each and every year as by reference to the Indenture of Assignment from Jeremiah Cullum to Christph A Medinger being had will more fully and at large appeared

And for the beginning of the other of the said Lots hereby sold assigned transfered and set over unto the said Margaret Chester her executors administrators and assigns or intended so to be at the distance of twenty six feet six inches from the northwest corner or intersection of Monroe and Spring Streets and running thence west twenty six feet thence north parallel with Spring Street sixty six fut thence east parallel with Monroe Street fifty two feet six inches thence south sixteen feet on Spring Street thence west twenty six feet six inches parallel with Monroe Street thence south fifty fell parallel with Spring Street to Monroe Street the place of beginning with the appurtenances thereunto belonging subject to the payment of the annual rent of Twenty one dollars as in and by the said Indenture of Assignments recorded among the Land Records of Baltimore County Court in Liber W.G. No 212 folio 116 and Liber W.G. No 212 folio 118 &c as by reference thereunto being had will more fully and at large appear together with all and singular the improvements thereon being and appurtenances thereunto belonging or appertaining

Test Thos Kell Clerk.

Wm Kell Upon filing the within bill and an Injunction bond in the penalty of $200 with surety approved by one of the Judges of Baltimore County Court with the condition that the Complainant Thomas Berry shall prosecute his writ of Injunction with effect against the said Thomas Chester and his wife Margaret and satisfy and pay all damages which the said Thomas Chester & his said wife may sustain by reason of the granting said writ of Injunction in case the same shall be dissolved unless Baltimore County Court shall decree to the contrary and shall