In the Case of
Richard Cromwell Jr.
vs
John H. Ing

In Baltimore County Court
In Equity.
To the Honorable The Judges of
Baltimore County Court Sitting as a
Court of Equity.

The Petition of the said Ing, of the City of Baltimore respectfully sheweth. That heretofore, to wit, on the 31st day of August 1849 a certain Alexander M. Walter, being indebted unto your petitioner, in the sum of Eleven hundred dollars, did on that day for the better securing the payment of said debt within Eighteen months Execute, acknowledge and deliver unto your petitioner a Deed of Mortgage of certain Lots of ground and improvements in the City of Baltimore, which Mortgage is recorded in Liber A.W.B. No. 118 folio 372 &c.

And that a certain Levi P. Griffith on the same day being also indebted unto your petitioner, in the sum of Fifteen hundred dollars, did on that day for the better securing the payment of said debt, within Eighteen months Execute acknowledge and deliver unto your petitioner a Deed of Mortgage of certain other Lots of ground and improvements in the said City, which last mentioned Mortgage is recorded in Liber A.W.B. No. 119 folio 376 &c.

And that a certain Edward A. Cassell on the 18th September 1849 being indebted unto your petitioner in another sum of Fifteen hundred dollars, did on that day for the better securing the payment of one half of said debt, within twelve months, and the other half thereof in Eighteen Months from the date of said deed, execute acknowledge and deliver unto your petitioner, another Deed of Mortgage of the grounds and premises therein mentioned, which last mentioned Mortgage is recorded in Liber A.W.B. No. 120 folio 95 &c.

And your petitioner further shewing that afterwards, to wit, on the 5th November 1849 your petitioner having occasion for the sum of Thirty six hundred dollars, borrowed that amount from a certain Richard Cromwell Jr. of Anne Arundel County, for the term of Three years, and to secure the payment thereof with interest half yearly, your petitioner assigned unto the said Richard the said Three Mortgage debts, amounting to the sum of Four thousand one hundred dollars, and as further security to said Richard your petitioner mortgaged to him Ten houses and Lots on Madison Street in the City of Baltimore, Each of which is worth not less than Eight hundred dollars as your petitioner verily believes, which said Mortgage and assignment from your petitioner to said Cromwell is dated the 5th November 1849 and is recorded in Liber A.W.B. No. 122 folio 453 &c, one of the Land records of Baltimore County.

Your petitioner further sheweth that as additional security the said Cromwell required the said Ten Houses to be insured for the space of three years, which insurance was effected, and the Policy transferred to said Cromwell.

And your petitioner further sheweth that when your petitioner borrowed said money from said Cromwell, your petitioner proposed to said Cromwell that your petitioner should have the privilege of selling said houses on Madison Street, seperately as he could meet

with purchasers therefor, your petitioner depositing with said Cromwell portions of said purchase money, from time to time as such sales were made such deposits to remain in said Cromwells hands without interest untill the whole debt and interest should be paid, and your petitioner understood said Cromwell as assenting thereto.

And your petitioner, further sheweth that afterwards and in pursuance of the said supposed understanding with the said Richard, your petitioner did on the 16th January 1851. convey unto a certain James Cunningham, one of said houses, on Madison Street, to wit, the House at the North East corner of Madison & Dallas Streets, which on or about the first day of April 1850 had been contracted to be sold & conveyed to said James Cunningham in the aforesaid mode pursuant to such agreement, at and for the sum of Eight hundred and fifty dollars, of which sum the said Cunningham was to pay Three hundred & fifty dollars to the said Cromwell. all of which will appear upon reference to the Deed of your petitioner to said Cunningham, dated the 16th January 1851. and on the same day deposited for record in the Office of the Clerk of Baltimore County Court.

And your petitioner also when he made said loan from said Cromwell, proposed to him that your petitioner should have leave to extend the time of payment from said Walter, Griffith & Cassell, and your petitioner understood him as assenting thereto, and your petitioner afterwards agreed to extend a further time for payment of his said Cassells debt, to Ann Rebecca Riley and Sarah C. Caples assignees of said Cassell — and your petitioner has since assigned to Charles R. Taylor his interest in said Mortgages from said Walter Griffith & Cassell subject to the said Assignment to said Cromwell.

Your petitioner further sheweth that a favorable opportunity presenting to sell said Ten Houses on Madison Street he applied to said Cromwell to give him a memorandum in writing in pursuance of what the petitioner had supposed was the well understood agreement between them in reference to the matter, authorising the petitioner to sell said nine remaining unsold houses on Madison Street, this petitioner, then offering to sell said Houses at private sale and from time to time deposite with the said Cromwell, as such Houses were sold a portion of the purchase money to remain in said Cromwells hands without interest, untill the whole indebtedness of thirty six hundred dollars was Extinguished. the said Cromwell not to part with his lien under said mortgage untill the mortgage debt aforesaid was fully paid. That the said Cromwell refused to do. That thereupon this petitioner applied to him to agree in writing that in the event of a sale by him said Cromwell, under Decree to pay his debt of $3,600 he would in such event look only to each one of said Houses for three hundred and sixty dollars and interest.

That at the same time no interest was in arrear. The Petitioner offered said Cromwell in case he would make such agreement in writing to sell said Nine remaining Houses at public or private sale, one third or less cash, and the balance one one & two years credit bearing interest, and to deposite with said Cromwell the notes of the purchasers of said Houses, as collateral security for the prompt payment of the said