and the property thereby Mortgaged so far as said Stocks and Bonds are concerned by the payment of the Market value of the same at the time of the execution thereof or by payment of such sum as will purchase to be delivered to said Hezekiah or his assigns hereafter to be mentioned the Stocks and Bonds in said Mortgage scheduled and referred to. And your Orators further charge that on or about the 23 day of February 1857 four days before the referred Notes above referred to fell by your Orators and others matured for payment the said Hezekiah Easton who was a resident of Pennsylvania knowing that the same would not be paid and desiring and intending to remove his interest with the property Mortgaged as aforesaid beyond the reach of your Orators and others Creditors to whom he was liable on his said endorsements joined with the said Levi Easton in assigning the said Mortgage of May 13 1856 to I Dixon Roman Esquire of Washington County aforesaid and on the next day the 24th July 1857 the said Levi and the said Hezekiah united in a deed of trust to the said I Dixon Roman Esquire whereby they conveyed to him all the aforesaid Mortgaged premises with the exception of a certain valuable property in Washington County called the Antietam Iron Works in trust, after paying expenses of conveyance to pay first the said Mortgage debt secured by the Mortgage of May 13th 1856 Secondly to pay all other liens and incumbrances on the same according to legal priorities thirdly to pay all other debts of Levi Easton and finally to pay the surplus if any to said Levi. And your Orators here refer to and make hereafter produce to your Honor duly certified Copies of said agreement and deed of trust which have been duly recorded in Liber C D No 101 folio 546 & C D No 121 folio 943 &c And your Orators are not informed as to whether the said I Dixon Roman Esquire is or claims to be a purchaser for value without Notice of the said Mortgage of May 13. 1856 or whether he became the assignee thereof as from the proximity of dates appears most probable with a view to the subsequent execution of said deed of trust and in order to lull and hoodwink the same for the purposes thereof without acquiring or claiming any personal interest or ownership therein but your Orators believe insisting for a moment to the said Roman any unfairness or improperly intentional or actual in the said transfer and transaction in any particular do nevertheless aver and charge that he has not acquired by the said assignment or the said deed of trust any equities whatever giving to the said Mortgage of May 13 1856 and validity or effect other than that which it had in the hands of the said Hezekiah Easton and that your Orators and others holders of the promissory Notes aforesaid endorsed by said Hezekiah and entitled as aforesaid to be substituted to the security or indemnity given to him by the said second above recited Mortgage and are entitled to as they do hereby impeach the said first Mortgage as fraudulent and void in its inception and forfeit may at all events claim to have the same reduced to the actual value of the Stock and Bonds therein mentioned at the time of the execution thereof and may at their option extinguish or cause the said trustee to extinguish the same so far as said Bonds and Stocks are concerned by returning or replacing the same Bonds or Stocks and may compel the said Hezekiah Easton or the said Roman to accept the said Stock and Bonds on examination and discharge of the said Mortgage premises from the said alleged Mortgage debt for the benefit

of your Orator and others to to said Hezekiah as aforesaid under the said Mortgage of indemnity And your Orators further aver and charge that they do not know of any other encumbrances than those already referred to upon the said premises, but they are informed that the Antietam Iron Works conveyed by the said Mortgages with the other property mentioned therein to the said Hezekiah as security have since the said Mortgages were executed been sold or agreed to be sold to some person or persons to your Orators unknown and that the said Hezekiah Easton has received the proceeds of such sale and they charge that if the said Antietam Iron Works have been so sold the said sale under the circumstances has amounted to a ratification in fact or pro tanto of the alleged Mortgage debt attempted to be secured by said first mentioned Mortgage of any such debt whatever. what your Orators as aforesaid deny, And your Orators further charge that the said Mortgage of May 13 1856 was and is fraudulent and void and ought to be annulled and that the fraud thereof renders it totally null and inoperative the deed of trust whereby the payment of the said fraudulent Mortgage is and ought to be secured that in any event said Mortgage if valid is not valid to the extent of the same secured nominally thereby but only to the extent of the actual cash advances if any made by said Hezekiah Easton and to the real value of the Stock and bonds therein mentioned; that your Orators and other Creditors of Reed Easton and Company, in like case are entitled to the benefit of the Mortgage of August 11 1856 as if the same had been made and executed to them direct by and whether said deed of trust be null and void, And to have the proceeds of sale of the Antietam Iron Works aforesaid if the same have been sold applied to the extinguishment of the debt if any due to said Hezekiah Easton or said Roman under the said first Mortgage and to have their said debts paid out of the property aforesaid by way of preference to all other claims or alleged liens and incumbrances thereupon and to have the said property sold for that purpose without reference to said deed of trust and independently of its provisions. To the end therefore that they and each of them may have redress in the premises, and that said Mortgage of May 13. 1856 and said deed of trust may be declared null and void, or that if the said deed of trust be fraudulent rather, said trust may be administered under your Honors direction so as to secure the lawful rights and priorities of your Orators, and that all events said Mortgaged premises may be sold to pay the debts of your Orators and that said Levi Easton Seth Reed Hezekiah Easton William Burgess and I Dixon Roman may answer the premises and every part thereof and make full disclosure and discovery in regard to all the matters and things herein alleged and particularly in regard to the consideration of said Mortgage of May 13 1856 and when how and to whom and by whom and to whom said alleged advances of cash were made and said Stocks and bonds delivered and transferred and to whose stewardship with whom privately and for what purpose and may produce the written vouchers or evidence thereof if any, and may state and show fully the consideration of the assignment of said Mortgage to said Roman and the purpose thereof and whether the Antietam Iron Works have been sold and if so when to whom and for what amount,

And that your Orators may have such other and further relief as their case may require. May it please your Honor to grant unto your Orators the writ of subpoena directed to say Levi Easton Seth Reed and William Burgess of the City of Baltimore and I Dixon Roman Esquire of Hagerstown in Washington County commanding them to appear and answer &c.