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said $2400 and accounting from the said 12th day of August 1862 on which day it was made always and regularly paid the Interest on said $2400 so loaned to him which payment has been made quarterly accounting from said 12th August 1862, and were made to the said F. Hanway during his lifetime and since his death have been made to his Widow and administratrix hereinafter named for all of which payments of interest your Orator took receipts which he is prepared to produce in this Court at the proper time.

And your Orator further charges that the said F. Hanway always during his life time and up to the time of his death treated and acknowledged that the possession held by your orator of said house was taken and held and the payments of taxes, repairs and other charges thereon as hereinbefore set forth and made by your orator as your orator here charges that said possession was taken and held and such payments made by him in accordance with the understanding and agreement on which the same was purchased that is, as of and on your orators own property and that said F. Hanway claimed no other interest in the same than a lien thereon as a security for the repayment of said loan and the interest thereon at six per cent.

And your orator further shows unto your Honor that the said Franklin Hanway departed this life in the month of August 1864 leaving surviving him as his Widow Susan Hanway and one child, Mary Hanway who is an infant under 21 years of age) both of whom reside in the City of Baltimore.

And your orator therefore on the whole charges that he is entitled to have it declared by this Court that the said Deed so as aforesaid made by said Executors of Thomas Street to said Franklin Hanway of said property on 12th August 1862 was intended and designed as between your orator and the said F. Hanway and those claiming under him to operate only as a security by way of Mortgage for the repayment of the said loan of

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$2400 and interest thereon by your orator to the said F. Hanway and not as vesting an absolute title in the property thereby conveyed in the said F. Hanway or his heirs or assigns and that your Orator is entitled, on the payment by him to the legal representatives of the said F. Hanway of the said sum of $2400 and all accrued interest thereon which may remain unpaid which payment he is now prepared and desires to make to have the said property conveyed to him free from any claim thereon or any interest therein on the part of the widow, child, or heirs of said F. Hanway.

And your Orator did heretofore and shortly after the death of said F. Hanway make application for this purpose and to this effect to the said Susan Hanway who on the death of said F. Hanway took out letters on his Estate in Harford County aforesaid, to which application she declined to accede because she was in her judgment unauthorized so to do in that the sanction of a Court of Equity though at the same time admitting that she well knew that the property aforesaid was considered by the said F. Hanway as belonging to your orator subject to said lien of $2400 And the said Susan Hanway does still refuse to comply with the request of your Orator.

To the End therefore that the said Susan Hanway and Mary Hanway (an infant under twenty one years of age) may true and perfect answers make to the several matters and things herein before alleged as fully and particularly as if they were herein again repeated and they were thereunto specially interrogated and that the aforesaid Deed from the said David Street and Charles Street Executors of Thomas Street of the said property on West Fayette Street in said City to the said Franklin Hanway dated August 12th 1862 may be declared as only a Mortgage security for the payment to the legal representatives of the said Franklin Hanway of the said sum of $2400 together with all interest thereon accrued and unpaid since the time of said loan: and that the said property may on the payment of