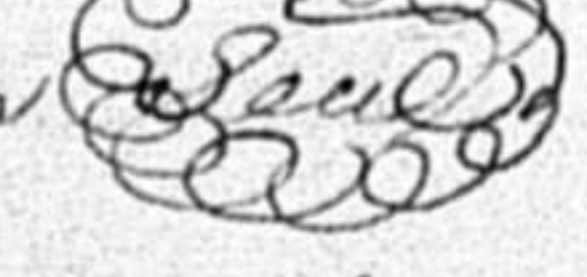


the first line of said deed. S  $9\frac{1}{4}^{\circ}$  West 76 ps. then S  $70^{\circ}$  East 12 ps. &  $\frac{3}{4}$  of a perch. East 26  $\frac{1}{2}$  ps to the middle of the County Road. S  $81\frac{1}{4}^{\circ}$  E. 10  $\frac{1}{10}$  ps. to a Stake near a marked Hickory Tree. S  $56^{\circ}$  East 19  $\frac{1}{10}$  ps. S  $33\frac{1}{2}^{\circ}$  E. 7  $\frac{1}{10}$  ps. S  $43\frac{1}{4}^{\circ}$  E. 8  $\frac{1}{10}$  ps. S  $78^{\circ}$  E. 6  $\frac{1}{10}$  ps. North  $73\frac{1}{4}^{\circ}$  E. 67  $\frac{1}{10}$  ps. N.  $80\frac{1}{2}^{\circ}$  E. 6  $\frac{1}{10}$  ps. N.  $67\frac{3}{4}^{\circ}$  East 20 ps. to a marked Maple Sapling. N  $32\frac{1}{2}^{\circ}$  E. 16 ps. to the end of the 5<sup>th</sup> line of the 96  $\frac{1}{2}$  acres deed aforesaid then by and with the outlines thereof N.  $58^{\circ}$  East  $6\frac{1}{2}$  ps. N  $24\frac{1}{2}^{\circ}$  W. 80 ps. S  $79^{\circ}$  W. 32 ps. S  $27^{\circ}$  East 24 ps. S  $46^{\circ}$  West. 80  $\frac{1}{2}$  ps. Still North  $39^{\circ}$  W. 25 ps. then by a straight line to the Beginning. Containing sixty nine acres, one rood and seventeen ps of Land. (being the same ground, which by indenture, dated 4<sup>th</sup> January. 1853 & Recorded among the Land Records of Frederick County, in Lib. E.S. N. 2. folio 497. & 498 was granted & Conveyed by Jacob Lewis & wife to the said Deam, his heirs and assigns, in fee simple together with the buildings, and improvements thereupon executed, made, or being; and the rights, alleys, ways, waters, privileges, appurtenances & advantages to the same belonging, or in any wise appertaining; and the reversion, and reversions, remainors, and remainders, rents, issues & profits thereof, and all the Estate, and Interest, right, title, use, trust, claim and Demand - whatsoever, both at Law, and in Equity of the said party hereto of the first part, in, unto, and out of said described property, and premises.

To Have, and to Hold the Tracts, parts of tracts pieces, or parcels of Land above described, and hereby mentioned, to be granted, and Conveyed with the appurtenances, unto the said Adam Kahler, his heirs and assigns, to the only proper use, and behoof of the said Adam Kahler, his heirs, and assigns forever, Provided always, and these presents are upon this Condition, and it is hereby declared to be the true intent, and meaning hereof, and of the parties hereto, that if the said Jacob Deam, shall well and faithfully pay at their respective maturities the two herein before recited premises notes according to the tenor, and effect thereof, and shall also well, and faithfully pay to the said Adam Kahler, his executors, administrators, or assigns, the above mentioned balance of five hundred and ninety five dollars, and ninety seven cents, when thereto requested, in one year from the date, these presents then, and in such case this Indenture, and every matter, and thing herein contained shall cease, determine, and be absolutely void, any thing herein before contained to the contrary thereof, in any wise notwithstanding, and it is declared to be the agreement of the parties hereto, that until default be made in the premises it shall be lawful for the said Jacob Deam, his heirs, or assigns, to hold, and enjoy the property, and premises hereby mortgaged, and the income thereof to receive, and to apply to his, or their own use, and the party hereto of the first part doth authorize, and empower the party of the second part, his heirs & assigns, to sell, and dispose of the hereby mortgaged property, and premises, in case of default being made, in any Condition of this mortgage, after the expiration of Twelve months, and apply the proceeds of sale, to the payment, of the principal debt, then owing, and unpaid, and all interest accrued, and the Costs and expences of such sale, and the residue if any remaining after such payments to the said party hereto of the first part, and his representatives. In witness whereof the said Jacob Deam - hath hereto subscribed his name - and affixed his seal, on the day & year first above written

Signed, sealed & deliv<sup>d</sup> in the presence of } Jacob Deam   
 Saml. Ringgold, Jesse St. Magness } which was thus endorsed: viz.  
 Received on the day of the date of the foregoing Indenture, from Adam Kahler the party of the second part thereto, the sum of Five dollars, lawful money, the Consideration therein expressed, to be paid by him to me  
 Witness. Saml. Ringgold, Jesse St. Magness. Jacob Deam