



the first day of March 1853, with interest from the first day of June 1852 and for the purpose of securing the same, the said Lloyd Dorsey & Rebecca A. L. Dorsey do agree to execute these presents. Now this Indenture, Witnesseth, that the said Lloyd Dorsey and Rebecca A. L. Dorsey his wife for and in consideration of the above recited premises and also of the further sum of five dollars to them in hand paid by the said Franklin Myers, at and before the sealing & delivery of these presents, the receipt whereof whereby acknowledged hath granted, bargained & sold, aliened, conveyed, released, conveyed and confirmed and by these presents do grant, bargain, sell, alien, convey, release, convey and confirm unto the said Franklin Myers his heirs and assigns forever, all the North front of the lot of ground, Number 109 lying and being in Frederick Town in the County and State aforesaid, the same front being on third street north of Patrick Street and extending back for the full width of said lot fifty four feet to that line of the said piece of ground, which runs from Market street parallel with third street to the North East corner of that part of lot Number 110 now held by Robert Macgill & running thence across lot Number 109 to lot Number 108 so as to include the possession of lot Number 109, also part of lot Number 110 fronting on Market street fifty four feet & fronting on D<sup>o</sup>. Street sixty two feet more or less, they being the same pieces or parcels of ground, conveyed to the said Lloyd Dorsey by Henry M. Larmon and Mary A. Larmon his wife, by deed bearing date on or about the 16<sup>th</sup> day of September 1840 and recorded in Liber Bk. N<sup>o</sup> 12 folios 66 & 67 one of the land records of Frederick County reference thereto being had will more fully & at large appear together with all the buildings, improvements, ways, privileges and appurtenances thereto belonging or in any wise appertaining, and all the right title, interest and estate, both at law and in equity of them the said Lloyd Dorsey and Rebecca A. L. Dorsey his wife, of in and to the same. To Have and to hold the said lots, parts of lots, pieces or parcels of ground with every of the appurtenances unto the said Frederick Myers his heirs and assigns forever, Provided, always and it is the true intent and meaning of these presents, and of the parties herunto that if the said Lloyd Dorsey his heirs, Executors or Administrators do and shall, well and truly pay or cause to be paid unto the said Franklin Myers, his Executors, Administrators or assigns the said full sum of two thousand dollars with the interest due thereon according to the tenor of said bond or obligation, and at the time specified for payment in said bond or obligation then and from thence forth these presents and every matter and thing therein contained shall cease and be void, anything herein contained to the contrary notwithstanding, And it is further agreed by and between the parties to this Indenture that until default shall be made in the payment of the said sum of two thousand dollars and the interest thereon, when the same shall become due according to the tenor of the said herein before recited bond, it shall and may be lawful for the said Lloyd Dorsey and Rebecca A. L. Dorsey his wife, their heirs and assigns, to occupy the said mortgaged premises, and to have, take and receive the net profits and issues thereof to their own use and benefit. In testimony whereof the said Lloyd Dorsey and Rebecca A. L. Dorsey have herunto set their hands and seals on the day and year first above written,

Signed, sealed & deliv<sup>d</sup> in the presence of Mr. Baltzell, John Harritt

Lloyd Dorsey 

Rebecca A. L. Dorsey 

(Which was endorsed thus, W3:)

State of Maryland, Frederick County to wit, Be it remembered and it is hereby certified that on this 19<sup>th</sup> day of August in the year 1852 before the subscribers two Justices of the Peace of the State of Maryland, in and for Frederick County per-

Exhibit N<sup>o</sup> 4

Subpoena