and State aforesaid, vizt. a part of a tract of land containing seven acres, one quarter and twenty perches of land, more or less, which was conveyed to said Henry Derr by Elizabeth Dorr by deed dated 6th day of October 1838 and recorded in Liber H. S. No 7 folio 391 &c one of the land records of Frederick County. Also part of a tract of land called the "Mountain Tract" being part of Lot No D containing seven acres, one rood & 29¼ perches of land more or less which was conveyed to said Henry Derr by Jacob M. Buckey by deed dated 10th day of October 1839 and recorded in Liber H. S. No 10 folio 150 &c one of the land records of Frederick County, reference thereto being had will more fully appear. Also all the following part of a tract of land known and distinguished by the name of Miller's Chance, which was conveyed to said Henry Derr by George Layman & wife by deed dated 15th day of November 1841 and recorded in Liber H. S. No 15 folio 278 &c one of the land records of Frederick County, reference thereto being had will more fully appear. Also all that part of a tract of land called "The Mountain Tract" conveyed to said Henry Derr by Margaret Barrick widow of George Barrick (dec^d) & others for forty seven acres of land, more or less, by deed dated 25 day of July 1842. & recorded in Liber H. S No 16 folio 543 &c one of the land records of Frederick County reference thereto being had will fully appear. Together with all and singular the buildings, improvements, privileges, advantages & appurtenances thereunto belonging or in anywise appertaining. To Have and to Hold the said herein described tracts, parts of tracts or parcels of land and premises, with every of the appurtenances unto them the said Daniel Derr and David Fauble their heirs and assigns forever. Provided always and it is declared to be the true intent and meaning of these presents and of the said parties hereto that if the said Henry Derr his heirs, executors or administrators do and shall well and truly pay or cause to be paid unto the said Frederick Town Savings Institution the said full sum of five hundred and fifty dollars current money in the said note specified, when the same shall become due and demanded by the said Savings Institution or shall renew the same from time to time provided said Savings Institution shall give its assent to such renewal and shall well and truly pay such renewal when thereto demanded and all discounts thereon then by saving harmless the said Daniel Derr and David Fauble from all loss cost, damages and charges by reason of said securityship then these presents and every matter and thing therein contained shall cease and be utterly null and void any thing herein contained to the contrary in any wise notwithstanding. In testimony whereof the said Henry Derr hath hereunto set his hand and affixed his seal, the day and year first herein before written

Signed, sealed and delivered in presence of Joshua Dell, A. Campbell — Henry Derr (Seal)

(Which is thus endorsed)

State of Maryland, Frederick Co to wit: Be it remembered that on this 19th day of August eighteen hundred and fifty before the Subscribers two Justices of the State of Maryland in and for the County of Frederick personally appeared Henry Derr, who we are satisfied of our own personal knowledge is the person named and described as and professing to be the party grantor in and to the foregoing Mortgage deed or instrument of writing and acknowledged the same to be his act and deed for the purposes therein expressed. In testimony whereof we hereunto set our hands the day and year aforesaid — Acknowledged before.

Joshua Dell,
A. Campbell

Exhibit No 4 to Trust^e Report

Maryland, Frederick County, to wit. On this 19th day of August 1850 before the Subscriber a Justice of the Peace of the State of Maryland in and for Frederick County