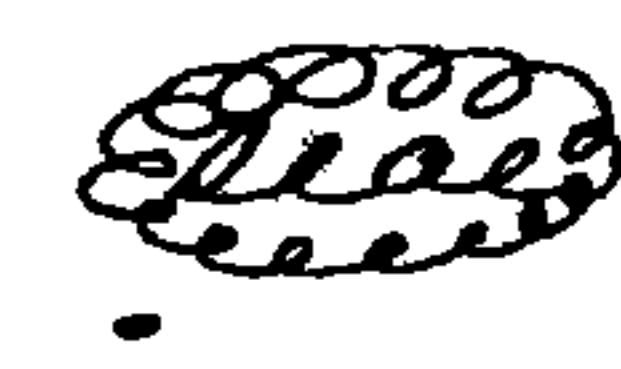


from date, and also to indemnify and save harmless Joseph Maltman from all loss, cost, charges and damage which he may sustain as endorser for said Joseph Bartzendafer on a promissory note executed by Joseph Bartzendafer in favour of Joseph Maltman, dated August 11th 1857, payable ninety days after date, negotiable and payable at the Frederick County Bank for five hundred dollars, and which note has been endorsed by said Joseph Maltman and Joseph Casteday, and is now held by the Frederick County Bank - the said Joseph Bartzendafer doth grant unto the said Martin M & House and said Joseph Maltman in fee simple - All the lands, tenements and real estate of said Joseph Bartzendafer, situate in Frederick County, State of Maryland, and he the said Joseph Bartzendafer for the purposes aforesaid, doth bargain and sell unto the said Martin M & House and Joseph Maltman, all the following slaves for life, the property of said Joseph Bartzendafer, to wit: Hamilton Ephraim, Ann and her seven children, Ruth and her four children, being all the slaves held and owned by said Joseph Bartzendafer, except negroes Henry & Hester who are claimed by said Martin M & House, as the property of his wife - also fifteen head of Horses and Cattle, seven milch cows, one Bull & two Calves, fifty head of Hogs at the Mountain Mills, all the farming utensils now owned claimed and in the possession of said Joseph Bartzendafer, one set of Blacksmith tools, Warehouse on the Canal adjoining Catotem Switch, thirty hives of bees, Barouch and harness, all the crops now sown or planted on the lands hereby mortgaged - Provided that if the said Joseph Bartzendafer shall pay to the said Martin M & House the said sum of Eight hundred and forty six dollars, with interest from this date, on or before the first day of October 1857, and shall also indemnify and save harmless the said Martin M & House as security for the said Joseph Bartzendafer in the above recited single bill to said George Richards of One thousand dollars and interest - and provided the said Joseph Bartzendafer shall pay the said single bill when thereto required by the said George Richards - and provided also the said Joseph Bartzendafer shall indemnify and save harmless the said Joseph Maltman from all loss, costs, charge, damage suits and actions which he may sustain as endorser on the hereinbefore recited note of five hundred dollars, now held by the Frederick County Bank - and provided the said Joseph Bartzendafer shall pay the said note when due, then this mortgage shall be void - Witness my hand and seal

Test

Mr. J. Ross, J. M. Harding

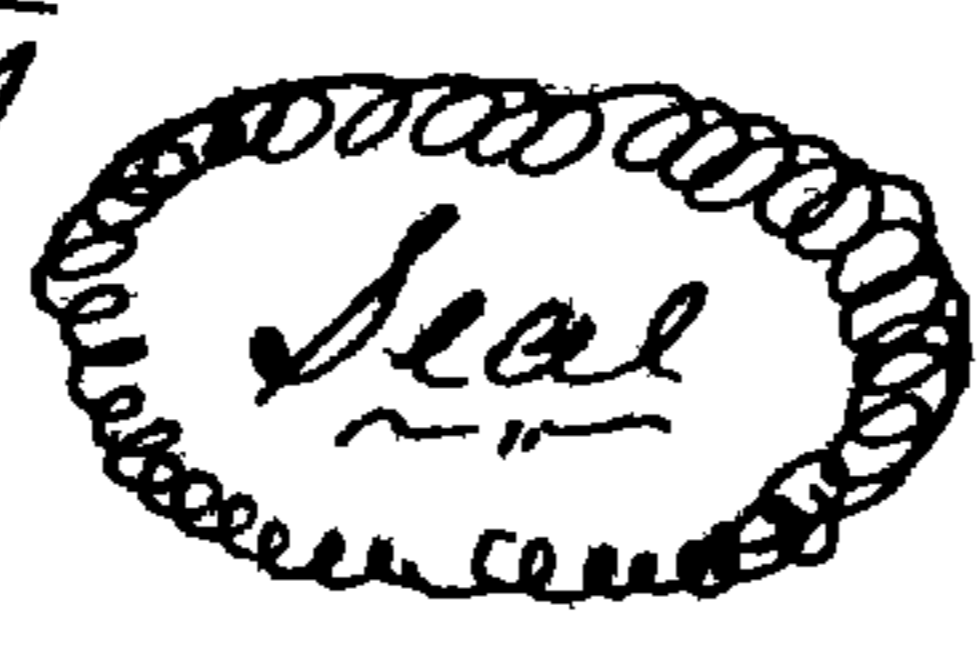
Joseph Bartzendafer 

Which is thus endorsed viz:

State of Maryland, Frederick County Set - I hereby certify that on this 15th day of September 1857, before the subscriber a Justice of the Peace of the State of Maryland in and for Frederick County, personally appeared Joseph Bartzendafer, and acknowledged the foregoing deed to be his act - and at the same time also appeared before me Martin M & House and Joseph Maltman, the mortgages named in the foregoing deed of mortgage, and severally made oath on the Holy Evangelly of Almighty God, that the consideration stated in such deed of mortgage is true and bona fide as therein set forth in reference to their respective claims and liabilities

J M Harding

State of Maryland, Frederick County Set - I hereby certify that the foregoing is a true copy taken from Liber C. S. No. 9. fol. one of the land records of Frederick County



In testimony whereof I hereunto set my hand and affix the seal of the Circuit Court for Frederick County this 22nd day of September 1857.

Edward Shiver, clk.