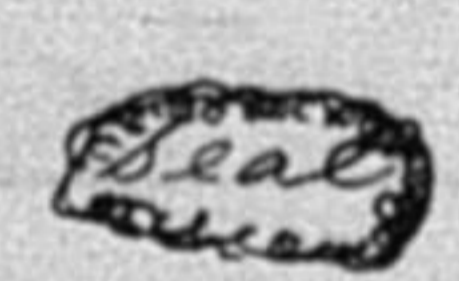
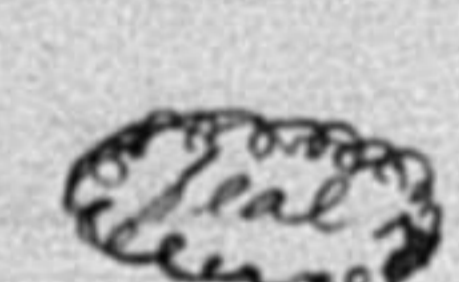


and twelve cents, with interest thereon from the date hereof, now due from the said Richard Potts Johnson to Edward J. Rice of the County and State aforesaid upon three several promisory notes all bearing even date herewith each being for the separate sum of Eight hundred and fifty two dollars Seventy and two thirds cents and payable in one two and three years from date with interest from date, payable annually, the said Richard Potts Johnson and Elizabeth L. Johnson his wife, do grant unto the said Edward J. Rice, all those pieces or parts of tracts or parcels of land situate lying and being in Frederick County aforesaid, being part of a tract of land called "The Zachariah" and part of a tract called "The Remainder" or be it part of any other tract whatsoever, containing two hundred and forty four acres, which was conveyed to the said Richard Potts Johnson by the said Edward J. Rice and Maria his wife, by deed bearing even date herewith, and being the same land which was conveyed by Samuel J. Richardson to Charles Miles by deed dated August 11th 1817 and recently conveyed by John J. Garrison, trustee in N^o. 2606 Equity in the Circuit Court for Frederick County to said Edward J. Rice, by deed dated 17th October 1857 and now recorded among the land records of Frederick County aforesaid - excepting thereout and therefrom twenty five acres, one rood and thirty perches, conveyed by the said Rice and wife to Elijah Price by deed bearing even date herewith, and which is described by metes and bounds, courses and distances in the deed aforesaid from the said Edward J. Rice and Maria W. his wife to the said Richard Potts Johnson, - Provided, that if the said Richard Potts Johnson shall well and truly pay to the said Edward J. Rice, the said several promisory notes aforesaid, and the interest thereon when the same shall severally become due and payable according to the tenor of said promisory notes, then this mortgage shall be void, and the said Richard Potts Johnson covenants that he will pay the several sums of money aforesaid. -

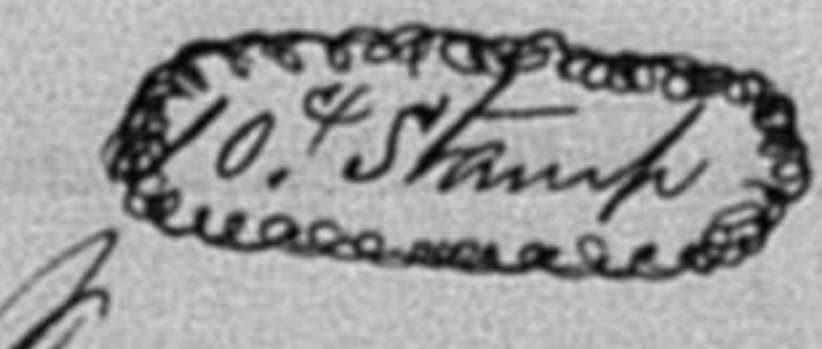
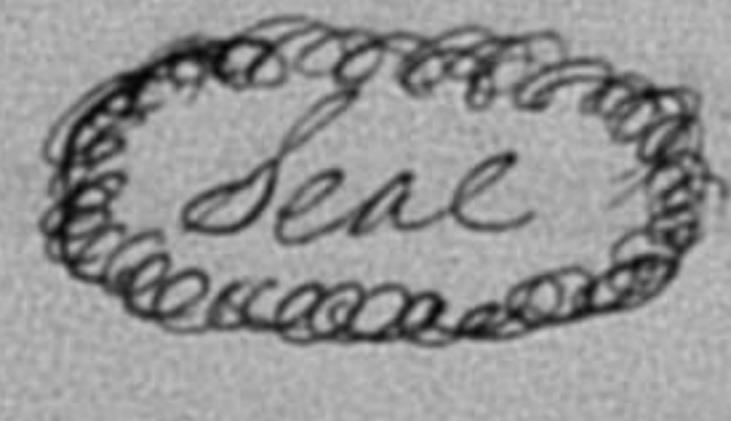
Test Jacob N. Smeltzer

Witness our hands and Seals
 Rich^d. J. Johnson 
 Elizabeth L. Johnson 
 Which is thus Endorsed,

State of Maryland Frederick County to wit: I hereby certify that on this nineteenth day of October in the year eighteen hundred and fifty nine, before the subscriber, one of the justices of the peace of the State of Maryland, in and for the County of Frederick aforesaid, personally appeared Richard Potts Johnson and Elizabeth L. Johnson, his wife, and did each acknowledge the foregoing mortgage to be their respective act and at the same time before me also appeared Edward J. Rice, and made oath on the Holy Evangelij of Almighty God that the consideration in the said mortgage is true and bona fide as therein set forth.

M. Ratzell

State of Maryland Frederick County Set: I hereby certify that the above and foregoing is a true copy of the original mortgage taken from Liber B. G. F. N^o. 4 folio 649^v. One of the Land Records of Frederick County. - In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Frederick County this 17th day of December 1862.



B. G. Fitzhugh Clerk

Frederick October 19th 1859 -

Exhibit N^o. 2. \$552.70²/₃

Two years after date, I promise to pay to Edward J. Rice, or order, eight hundred and fifty two dollars Seventy and two thirds cents, for value received, with interest from date - payable annually.

Rich^d. J. Johnson

Endorsed "Interest paid to Oct 19th 1860 -

Frederick October 19th 1859 -

Exhibit N^o. 3. \$552.70²/₃