Whereas the said Henry W. Ruprecht by his note dated June 29th 1860 stands indebted to the Franklin Savings Bank of Frederick in the sum of two hundred dollars current money on which the said Christina Scholl and David I. Markey are his securities, - and whereas the said Henry W. Ruprecht by his note dated August 18th 1860 stands indebted to Christina Scholl in the sum of four hundred dollars, Now this Indenture witnesseth that in order to endemnify the said Christina Scholl and David I. Markey on account of his indebtedness to them in the several notes above recited and also to secure them in their suretyship on said notes against all loss, doth bargain and sell unto the said Christina Scholl and David I. Markey their heirs and assigns, all that lot of ground situated in Fredericktown being part of Lot No 137, now occupied by the said Ruprecht. - also all that lot of ground situated on the South side of East fourth Street Frederick, fronting on fourth Street Sixty Seven feet and running back one hundred and ninety feet, - also the lot of ground fronting on Chappel Alley between 3rd & 4th Streets fronting on said alley fifty three feet and running back for depth ninety feet. To have and to hold the said several lots of ground above recited, with all the improvements thereto belonging unto the Christina Scholl and David I. Markey their heirs or assigns, - Provided always and it is the intent of these presents that if the said Henry W. Ruprecht doth and shall pay or cause to be paid to Christina Scholl and David I. Markey also the Fredericktown Savings Institution and the Franklin Savings Bank of Frederick the several notes recited with all the interest accruing thereon at the renewal of the said notes and punctually attend to the renewal of the same, then these presents shall be void, provided all the said notes shall be paid on or before the first day of April 1863. Should however the said Ruprecht fail to comply with these presents, then the said Christina Scholl and D. I. Markey shall have full power to sell all the within described property to the highest bidder for cash after having given two weeks notice in some newspaper published in Frederick.

Witness
W. Baltzell

Witness our hands and seals

H. W. Ruprecht (Seal)

Hannah her + mark Ruprecht (Seal)

State of Maryland Frederick County to wit:

I hereby certify that on this first day of September Eighteen hundred and Sixty before the Subscriber a justice of the peace for the County and State aforesaid personally appeared Henry W. Ruprecht and Hannah Ruprecht his wife and did each acknowledge the aforegoing deed to be their respective act. And at the same time personally appeared Christina Scholl and David I. Markey the mortgagees named in the aforegoing mortgage and did each make oath in due form of law, that the consideration stated in said mortgage is true and bona fida as therein set forth.

W. Baltzell

Exhibit No. 3. 10¢ Stamp State of Maryland Frederick County Sct.

I, A. P. Kessler, Register of Wills for Frederick County, do hereby certify and attest, that on the Seventh day of July 1862, Letters Testamentary were granted by the Orphans Court of Frederick County to David I. Markey on the Estate of Christina Scholl late of Frederick County decd. the said David I. Markey having given bond with Abraham Kemp and Ezra Houck Sureties in the sum of nine thousand dollars current money for the due performance of his said Administration,

(Seal)

In testimony whereof I hereunto set my hand and affix the seal of office this Second day of April 1863.

Test: A. P. Kessler, Regr. of Wills for Frdk County