in the sum of twenty six dollars and fifty one cents on account and for cash advanced; and whereas the said Martha Esworthy is also indebted to Jerningham Boone in the sum of thirty seven dollars and seventy nine cents upon a promissory note, dated June the 12th payable two months after date, with interest from date upon which note the said William H. Laley is security; and whereas it is the intention of the said Martha Esworthy to secure to the said William H. Laley the payment of the aforesaid sum of twenty six dollars & fifty one cents now due and owing to him as aforesaid with interest thereon, and also to save harmless and indemnify the said William H. Laley from all loss that might result from his securityship in the above in part recited note, the said Martha Esworthy doth agree to execute these presents; Now therefore this mortgage, witnesseth, that the said Martha Esworthy for and in consideration of the premises, and of the sum of one dollar, doth grant unto the said William H. Laley one undivided moiety of that piece or part of a tract of land called "Middle Plantation" situated and lying in the County aforesaid, which was conveyed to the said Martha Esworthy and James A. Esworthy by Joshua Dill and Nathan Esworthy by deed dated February Seventh 1855 and recorded among the land records of Frederick County in Liber E.S. No 5 folio 461, as by reference thereto will more fully and largely appear; Provided that the said Martha Esworthy shall pay to the said William H. Laley on or before the 12th day of August next the sum the sum of twenty six dollars and fifty one cents with the interest thereon, and shall also pay to the said Jerningham Boone the amount of said promissory note, with the interest that shall have accrued thereon, when the same shall become due and payable, and shall at all times hereafter save harmless and keep indemnified, the said William H. Laley against all loss, costs, charges, damages and expenses whatever, on account or by reason of his said securityship in said note, then this mortgage shall be void.

Test- Rachel A. Shipley } Witness my hand and seal
M. Baltzell

Martaha Esworthy (Seal)

Which is thus Endorsed viz: State of Maryland Frederick County to wit;

I hereby certify that on this 12th day of June in the year eighteen hundred and fifty Eight before me the subscriber a justice of the peace of the said State in and for the County aforesaid, personally appear Martha Esworthy and acknowle the foregoing mortgage to be her act; and at the same time, before me also appeared William H. Laley, and made oath in due form of law, that the consideration in the said mortgage is true and bona fide as therein set forth.

M. Baltzell

State of Maryland Frederick County Set;

I hereby certify that the aforegoing is a true copy of the original mortgage, as recorded in Liber P.G.F. No 2 fol 25. One of the Land Records of Frederick County.

(Seal) In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Frederick County, this 31st day of December 1862.

(10¢ stamp)

P.G. Fitzhugh Clerk

Subpoena

Maryland, Set. The State of Maryland, to James A. Esworthy, Martha Esworthy and William H. Laley of Frederick County, Greeting, You are hereby commanded that all excuses set apart, you personally appear before the Judge of the Circuit Court for Frederick County, sitting as a Court of Equity, to be held at the Court House in Fredericktown, in and for said County, on the first Monday of January next to answer the bill and complaint of

(Seal)