

John Legere and Eliza Legere his wife and did each acknowledge the foregoing mortgage to be their respective act. And at the same time appeared Samuel Copland and A. H. Wheeler and made oath on the Holy Evangelists that the consideration named and expressed in the foregoing mortgage of their respective claims is just and bona fide as therein set forth. Given and acknowledged before,

Moses Anderson

State of Maryland Frederick County Setc

I hereby certify that the foregoing is a true copy taken from the original mortgage as recorded in Liber S. J. D. No 7 folio 3818. One of the Land Records of Frederick County. In testimony whereof I hereto set my hand and affix the seal of the Circuit Court for Frederick County this 15th day of June 1862.

J. W. L. Carter Clerk

Exhibit No. 5.

At the request of Egan Smith the following mortgage was recorded April 3rd 1862.

This Mortgage made this third day of April in the year of our Lord one thousand eight hundred and sixty two by John Legere of Frederick County State of Maryland, Witnesseth that whereas the said John Legere stands fully indebted to Egan Smith of County and State aforesaid in the just and full sum of twenty one hundred dollars with interest thereon from the date of this instrument, and whereas the said John Legere with a view to secure the payment of the said sum of twenty one hundred dollars to the said Egan Smith doth thereby agree to execute this mortgage. Witnesseth that for and in consideration of the above sum and the further consideration of the sum of five dollars, the said John Legere and Eliza Legere his wife doth grant unto the said Egan Smith the following described real estate lying and being upon the public road leading from Woodlawn to Taneytown in Carroll County about one half mile from Woodlawn and beginning for the same on the 11th line of the said David Perkins part of said land as above described and located, it being the same tract of land this day conveyed by David Perkins and wife to the said John Legere and embraced in the following courses and distances, beginning for the same on the 11th line of the said David Perkins land and at the end of a stone fence and running thence with said line reversed N. 23^o E 38 3/4 ft to a stone the beginning of said line thence with the 10th line reversed S 74^o E 22 3/4 ft to the highest point of an iron stone rock, thence by a line dividing here between this tract of land and William Kerns's part of his land as heretofore purchased from David Perkins thence S 4 1/4^o E 13 3/4 ft thence with the alterations as this day set forth in the deed from David Doran and wife, thence North 63^o E 17 3/4 ft to the end of the 4th line dividing the lands of the said David Doran and Michl. Shank thence with the line reversed N 71^o E 23 3/4 ft to the south edge of the main road passing through this land S 1^o 25^o W 44 3/4 ft thence by dividing line now made N 79 3/4^o W 55 3/4 ft ending near a bush thence with a straight line to the beginning containing 15 acres and square perches of land more or less, with all the improvements thereon, Provided nevertheless that if the said John Legere shall ever and truly pay or cause to be paid to the said Egan Smith the full and just sum of twenty one hundred and interest thereon by the day of then this mortgage to be void and of none effect otherwise to remain in full force and virtue in law, and it is further covenanted and agreed that if it should become necessary that this mortgage should have to be closed by bill in Chancery then all expenses Counsel fees &c shall come out of the property, so as to save the mortgagee from any

Subpoena

Subpoena