

of August 1862 for an amount not less than four hundred and fifty dollars and assign as soon as insured the certificate and policy of insurance of said fire insurance Company and all other papers of said Company that should be assigned to the said Dennis H. Maynard according to the rules regulations and by laws of said Company as a further security for the loan hereinbefore mentioned with interest thereon and also as a further security for a note or single bill for two hundred dollars with interest thereon that the said Dennis H. Maynard holds against said John W. Strasberger dated February 3^d 1860. ~ And the said John W. Strasberger covenants and agrees to comply with the rules regulations and by laws of said Company and keep the buildings on said parcels of land insured, and if the said John W. Strasberger fails to have the buildings on said parcels of land insured by the first day of August 1862 or fails to comply with any of the provisions above mentioned then this Mortgage and single bill shall be due and the said Dennis H. Maynard may enter and collect his money with interest and costs thereon. ~

Witness my hand and seal ~

Sub. Sec. J. Repp ~

John W. Strasberger

State of Maryland Frederick County

I hereby certify that on this 6th day of May 1862 before the undersigned a Justice of the Peace of the State of Maryland in and for Frederick County personally appeared John W. Strasberger and did acknowledge the above and foregoing mortgage to be his act and deed and at the same time before me also appeared Dennis H. Maynard and made oath in due form of law that the consideration in the within and foregoing mortgage is true and lawful as therein set forth. ~

J. I. Repp.

Exhibit No.

Exhibit No. 5.

At the request of Lemima A. Fox & Susan Strasberger the following Mortgage was recorded May 19th 1860. ~

This Indenture made this 5th day of May in the year one thousand eight hundred and sixty between John W. Strasberger of Frederick County and State of Maryland of the one part and Lemima A. Fox and Susan Strasberger of the County and State aforesaid of the other part, whereas the said Lemima A. Fox holds a promissory note of hand under seal against the said John W. Strasberger for ninety five dollars bearing date April 14th A.D. 1860, and made payable two years after date with interest thereon according to the tenor of said note of hand, and whereas the said Susan Strasberger holds a promissory note of hand under seal against the said John W. Strasberger for one hundred dollars bearing date April 14th A.D. 1860, and made payable two years after date with interest thereon according to the tenor of said note of hand. ~

Now this Indenture witnesseth, that the said John W. Strasberger for the better securing to the said Lemima A. Fox and Susan Strasberger payment of the sums of money above recited as due them and to save them from any loss doth grant unto the said Lemima A. Fox and Susan Strasberger, all that lot and parcel of ground situated in Johnsons in the County and State aforesaid, being part of the Res. in Spring Garden, and part Res. on Wingfield's Delight; beginning for the same at a stone standing at the end of 290 1/4 feet on the 18th line of Wingfield's Delight, and running thence North 21 deg. East 1/2 perch to a stone, then South 69 deg. East 8 feet to a stone, then South 21 deg. West 7 1/2 feet to a stone, then North 69 deg. West 8 feet and then back to a stone in the side of the public road then North 24 deg. East 7 feet to the beginning containing 1/2 acres of land, ~ provided that if the said John W. Strasberger shall pay to the said Lemima A. Fox and Susan Strasberger the above recited sums of money with the interest thereon as above stated on or before the 14th day of April A.D. 1862, then this Mortgage shall