-gage shall be void. And the said George A Winebrenner covenants that he will pay the aforesaid Eight thousand dollars to the said Richard A Marshall on the Eleventh day of February Eighteen hundred and sixty nine and the annual interest thereon from the date hereof until the said principal sum shall be fully paid. And he further covenants that in default of payment the said Richard A Marshall may enter, Provided that until default of payment the said George A Winebrenner shall possess the premises And provided that if default shall be made in the payment of the money aforesaid or the interest thereon at the time or in the manner aforesaid then it shall be lawful for the said Richard A Marshall to sell the said Mortgage premises at Frederick Town in the State of Maryland and County aforesaid by public Auction for cash after giving at least four weeks public notice of the time and place, manner and terms of sale in one or more newspapers published in Frederick Town aforesaid once a week for four successive weeks prior to the day of sale to pay the said debt and the surplus if any over to the said George A Winebrenner. And the said George A. Winebrenner further covenants that he will during the continuance of this Mortgage keep the Mortgaged property insured for the sum of Two thousand Eight hundred dollars paying the premiums thereon from time to time as they fall due, and that he will assign the Policy of insurance to the said Richard A Marshall for his benefit in case of loss by fire, And he further covenants that should he fail in this particular and the said Richard A. Marshall pay the premiums for the said insurance the amount of the premiums so paid with interest thereon shall be a lien on the Mortgaged property as though included in the first instance in the Mortgage itself. And it is hereby agreed between the parties hereto that should the said George A Winebrenner fail to do and perform any one or more of the things hereby by him agreed to be done and performed, it shall be held to be such a breach of Condition as shall authorize the said Richard A. Marshall to proceed to a sale of the Mortgage property and the payment of the entire debt, interest, costs and expenses

Witness our hands and seals

Test
J M Harding

George A Winebrenner (Seal)
Elizabeth A. Winebrenner (Seal)

Which is thus Endorsed

State of Maryland Frederick County, to wit.

I hereby certify that on this Eleventh day of February Eighteen hundred and Sixty three before the Subscriber a Justice of the Peace of the State of Maryland in and for Frederick County aforesaid personally appeared George A Winebrenner and Elizabeth E Winebrenner his wife and did each acknowledge the aforegoing Mortgage to be their respective act and deed. And at the same time before me also appeared Richard A. Marshall and made oath in due form of law that the consideration of the said Mortgage is true and bona fide as therein set forth

(Stamp 5c)

J M Harding

State of Maryland Frederick County Sct

I hereby certify that the foregoing is a true Copy from the Original Indenture as recorded in Liber B G J No 8 fol. 287 &c One of the Land Records of Frederick County In testimony whereof I hereunto set my hand and affix the seal of the Circuit Court for Frederick County this 21st day of November 1866

(Seal)

Jos W. L Carty Clk.

Exhibit No 3

Hugh McAleer
vs
George A Winebrenner

In the Circuit Court for Frederick County.
No 83 Trials October Term 1863

Mem 2 nos fa, Replevin, 1863 Oct. 19th Judgment for $421 62 current money with interest from 2nd Jany 1860 till paid, and for $438 89 current money with interest from Jany 9th 1862 till paid, and for $21 95 with Int from 29th Aug 1861 till paid, and costs of suit.

Costs 9 54
Jos W L Carty Clk