

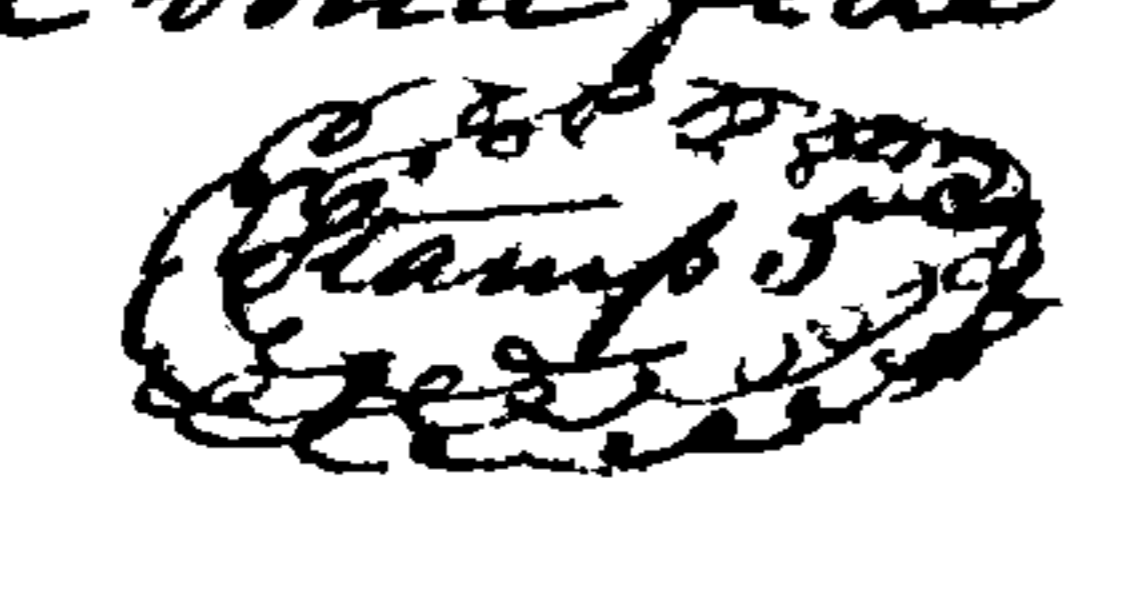
This Mortgage made this eighth day of August in the year Eighteen hundred and sixty four by me William Smith, of Frederick County in the State of Maryland Witnesseth that whereas I the said William Smith, by my promissory note bearing even date herewith and written on paper duly stamped according to the act of Congress of the United States, stand indebted to William H Ways in the sum of Fifteen hundred dollars payable one year after date, with interest from date, payable annually, and to secure the payment of the said sum of money and the interest thereon annually, according to the tenor and effect of the promissory note above recited, I the said William Smith do hereby grant in fee simple to the said William H Ways, all that Lot or parcel of land, situate, lying and being in Frederick County State of Maryland, distinguished on the plat as Lot No. 3, being part of a tract of land called "Charles and Elizabeth", the same being part of the real Estate of the late Thomas H Howard, containing fifty acres, two roods and twenty six perches of land being the same which was conveyed to the said William Smith by Van Buren Dryon, by deed, bearing even date and executed simultaneously with these presents, to which deed reference is hereby made for a full and particular description of the said land. Provided that if I the said William Smith shall pay to the said William H Ways, the said sum of Fifteen hundred dollars with the interest thereon on or before the eighth day of August in the year Eighteen hundred and sixty five, according to the tenor and effect of the promissory note above recited, then, this Mortgage shall be void. And the said William Smith covenants that he will pay the aforesaid money, according to the tenor and effect of the promissory note above recited. And the said William Smith further covenants that in default of the payment of the said sum of money and the interest thereon when due, the said William H Ways may enter; Provided that until default of payment the said William Smith shall possess the premises as of his present estate therein.

Test
 Thos M Holbrouner

Witness my hand and seal
 William Smith

Which is thus Endorsed, viz.
 State of Maryland, Frederick County, Court

I hereby certify that on this eighth day of August in the year Eighteen hundred and sixty four, before the subscriber a Justice of the Peace of the State of Maryland in and for Frederick County, personally appeared William Smith and acknowledged the above and foregoing Mortgage to be his act and deed and at the same time also appeared William H Ways and made oath in due form of law that the consideration stated in the above and foregoing Mortgage is true and bona fide as therein set forth.



Thos M Holbrouner J.P.

Subpoena

Maryland Jct

The State of Maryland, to Washington Smith, Jacob G. Wood, and Sophus his Wife, Ephraim Stultz and Elizabeth his wife, 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 Frederick Town, in and for said County, on the Third Monday of October next to answer the bill and complaint of William H Ways against you in our said Court exhibited, and so forth. Hereof fail you not, as you will answer the contrary at your peril.

Witness the Honorable Madison Nelson, Judge of our said Court, the Third day of July 1865. Issued the 26th day of September 1865.

To the Sheriff of Frederick County.
 (Manlyby) "Endorsed Summoned"

Jos W L Garty Clk.
 John A Steiner Sheriff

Answer of
 Jacob G. Wood
 Wife

Answer of
 Washington Smith
 and Others

Deceit