to Josiah F. Smith or order Two hundred and ninety nine dollars and thirty three cents for value received with interest from date

Jno. Nerd
Jno McPherson of W.
Chas L. Jenkins

Recd March 24th 1859 seventeen 95/100 Dols on the within as one years interest
J F. Smith

Int 1 Jan 1858 to 21 Jan 1861 2 yrs + 21 dy	36.92	1860 Jan 21	
1859 Mar 24	$336.25	Dd check on Central	
Dd 1 yrs int	17.96	Bank of Tredkts	
	318.29	L. Horne	318.29

This Mortgage made this 9th day of October in the year 1858 by John McPherson of W. Witnesseth that Whereas Elizabeth McPherson formally Elizabeth Duke wife of the said John was at and upon the time of her intermarriage with the said John possessed of and entitled to certain promissory notes and personal property and Whereas by certain articles of agreement made and concluded on the 24th day of February A. D 1858 by and between the said John and the said Elizabeth prior to their intermarriage it was amongst other things covenanted and agreed by and between the afore said John and Elizabeth that in case the said marriage should be had and solemnized the said promissory notes & property and the money arising therefrom in case the same should be paid or sold as in said articles provided should notwithstanding such marriage and payment and sale be and remain during the said coverture the sole and separate property of said Elizabeth and also that notwithstanding said marriage and coverture the said Elizabeth should have full power and authority and be as fully competent to receive from the said John any mortgage or other security or instrument of writing which might thereafter be necessary and proper for the more fully and effectually securing the said money and property against all loss by reason of the then present or future debts or liabilities of the said John and for the purpose of more fully carrying into effect the true intent and meaning of the said articles of agreement as if the said Elizabeth were to remain and continue a feme sole and Whereas certain of the said promissory notes amounting in the aggregate to the sum of two thousand five hundred and eighty dollars ($2580.00) have been since said marriage paid to the said John and said John has applied two thousand dollars of said sum so arising from the payment of said notes as aforesaid towards the payment of the purchase money for the Hotel property hereinafter described and has applied the remainder of said sum in and about the business of him the said John and Whereas the said John for the purpose of the more fully and effectually securing to the said Elizabeth the said sum of money and in accordance with the covenants and stipulations of the articles of agreement aforesaid is willing to execute these presents. Now therefore the said John