

upon the premises aforesaid and all the stock and farming utensils and vehicles of every name kind and description used upon and about the premises aforesaid at the present time, to have and to hold the said tracts, parts of tracts and parcels of land with the appurtenances thereto belonging, or in any way appertaining, with all and singular the goods, furniture, household stuff, stock, farming utensils and vehicles of every name kind and description situated and being thereon unto the said Isaac Walker his heirs and assigns, Executors and administrators forever to the only, proper use of the said Isaac Walker his heirs and assigns, Executors and administrators forever, and to and for no other use intent or purpose whatsoever. Provided always and it is the true intent and meaning of these presents and of the said parties hereto that if the said Jacob Jones his heirs Executors or administrators do at any time or times fail, pay or cause to be paid unto the said Isaac Walker his Executors, administrators or assigns, the said sum of \$3000 current money with legal interest for the same commencing upon the 1<sup>st</sup> day of January 1850, or before the 1<sup>st</sup> day of January 1852, without any deduction or abatement whatsoever, and shall further or fail, and continue to fail, punctually, semi-annually the interest accruing upon said sum of \$3000 current money when the said said annual payments shall become due and owing then and from thence forth, these presents and every matter and thing therein contained shall come, and be utterly, null and void, any thing herein contained to the contrary notwithstanding, and the said Jacob Jones for himself, his heirs, Executors and administrators and for every of them doth hereby covenant promise and agree to and with the said Isaac Walker his heirs Executors, administrators and assigns, by these presents in manner and form following, viz: that he the said Jacob Jones his heirs, Executors or administrators shall and will well and truly pay or cause to be paid unto the said Isaac Walker his Executors, administrators or assigns, the said sum of \$3000 current money, together with interest for the same after the rate aforesaid at each time, and after each or more as herein before set forth and agreed upon, the payment thereof; Provided always that until default shall be made in the payment of the said sum of \$3000 current money and interest, or some part thereof, it shall and may be lawful to and for the said Jacob Jones and Mary Eliza Jones his wife, or either of them, their heirs, Executors or administrators to hold and enjoy the said tracts, parts of tracts and parcels of land and all and singular the personal property hereby granted and delivered, or meant, mentioned or intended to be with them and every of them appertaining, and the rents, profits, issues and produce thereof to take and receive to their own use without any lawful let, hindrance, interruption, disturbance, claim or demand whatsoever of person or by the said Isaac Walker his heirs, or assigns, or any person, or persons lawfully claiming, or to claim by person or under him, them, or any of them. In testimony whereof the said Jacob Jones and Mary Eliza Jones his wife have hereunto set their hands and affixed their seals on the day and year first herebefore written.

Signed, sealed & delivered in the presence of } Jacob Jones (Seal)  
 Brooks Baker Adam Beecher } Mary Eliza Jones (Seal)

Which was thus endorsed; State of Maryland, Frederick County, Oct:  
 On this fifth day of January 1850, before the undersigned, two Justices of the Peace of the State of Maryland, in and for Frederick County aforesaid personally appear Jacob Jones and Mary Eliza Jones his wife, parties grantors in the within and foregoing indenture, and severally acknowledge the same to be their act, and deed, and the said Mary Eliza Jones wife of the said Jacob Jones, doth sign and seal the said indenture before us out of the presence and hearing of her said husband and being by us examined out of the presence and hearing of her said husband; that she doth execute and acknowledge the same freely and voluntarily; declare that she doth acknowledge that she doth execute and acknowledge the same freely and voluntarily. And we do hereby certify that we are satisfied from our own personal knowledge that Jacob Jones and Mary Eliza Jones his wife, the parties grantors in the foregoing indenture acknowledging as aforesaid, are the persons who executed and delivered the said indenture professing to be the parties grantors in the within and foregoing indenture. In testimony whereof we have to set our hands on the day and year aforesaid.  
 Brooks Baker  
 Adam Beecher

State of Maryland, Frederick County, Oct: On this 5<sup>th</sup> day of January 1850, before me the undersigned, a Justice of the Peace of the State of Maryland, in and for Frederick County, personally appear Isaac Walker, Mortgagee aforesaid, and makes oath in due form of law that the consideration set forth in the foregoing deed of Mortgage is true and bona fide as therein set forth.  
 Brooks Baker

State of Maryland, Frederick County, to wit: I hereby certify, that the foregoing is a true copy of the original Mortgage as recorded in Volume N. 97 N. 10 folios 549 & 550 of the Land Records of Frederick County, in testimony whereof I have hereunto set my name & affix the seal of the Circuit Court for Frederick County, this 30<sup>th</sup> day of February A. D. 1861.  
 P. G. Fitzhugh Clerk