the said debt in full, and all costs and expenses attending the same, upon the terms and conditions, and at the same place and manner as the sale of the personal property, and to convey to the purchaser a purchaser, good and sufficient deed a deed for said real estate, and the surplus if any, to pay over to the said parties of the first part, to their heirs.

Witness our hands and seals.

Josiah Jones (Seal)

Test. Y. Shaw

Mary E. Jones (Seal)

Which is thus endorsed; State of Maryland, Frederick County, Set: I hereby certify, that on the 30th day of December A.D. 1857, before the subscriber a Justice of the Peace in, and for the County aforesaid personally appeared Josiah Jones Trustee for Mary E. Jones his wife, and the said Mary E. Jones, and did each acknowledge the foregoing Mortgage to be their respective act, and deed, And at the same time before me also appeared George A. Weinheimer and made oath in due form of law, that the consideration in the said Mortgage is true and bona fide as therein set forth,

Y. Shaw,

State of Maryland, Frederick County, Set: I hereby certify that the foregoing is a true copy of the original Mortgage, taken from Liber B. G. J. No 1, folios 103 &c. one of the Land Records of Frederick County.

Seal

In testimony whereof I hereunto subscribe my name, and affix the seal of the Circuit Court for Frederick County, this 26th day of February 1861.

B. G. Fitzhugh Clerk

Exhibit No 15.

At the request of Hugh McAllen the following Mortgage was Recorded March 20th 1858

This Mortgage made this 20th day of March in the year of Our Lord 1858 by Josiah Jones as trustee and husband of Mary E. Jones and Mary E. Jones, and Mary E. Jones his wife of Frederick County in the State of Maryland; Whereas the said parties have agreed to execute these presents in confirmation of a deed of Mortgage executed by them on the 17th day of April 1857, in favor of Hugh McAllen of the said County and State to secure the payment to him by the parties of the first part of the sum of $800, with interest from the date of said Mortgage, on or before the 17th day of April 1858, according to the tenor of their joint and several promissory note bearing even date with the said Mortgage and payable one year after the date thereof, executed and delivered by the said parties of the first part to the said Hugh McAllen; and also in confirmation of a deed of Mortgage executed by the said parties of the first part on the 29th day of May 1857, in favor of the said Hugh McAllen to secure the payment to him by the said parties of the first part of the sum of $800, with interest thereon from the date of said Mortgage, on, or before the 29th day of May 1860, according to the tenor of their joint and several promissory note, bearing even date with the said Mortgage and payable three years after the date thereof, executed and delivered by the said parties of the first part to the said Hugh McAllen, all of which will more fully appear by reference to the two said Deeds of Mortgage respectively Recorded recorded among the Land Records of the County aforesaid in Liber E. S. No 10 folios 311 & 312 and Liber E. S. No 10 folios 390 & 391 and by reference to the said promissory notes. And whereas also the said Mary E. Jones being seized in fee for her own sole separate and exclusive use and benefit of the estate hereinafter described, and which is subject to her disposal by deed or will, executed according to law, and being indebted to the said Hugh McAllen in the further sum of $600, on her said separate account, and it being agreed and understood between her and the said Hugh McAllen at the time of the creation of the said indebtedness, that the same should be charged upon her said separate estate hereinafter mentioned, by and with the knowledge and consent of her said husband the grantor and for which said indebtedness the said Josiah Jones, and Mary E. Jones his wife have executed and delivered to the said Hugh McAllen a joint and several promissory note for the sum of $600, bearing even date with these presents and payable to the said Hugh McAllen, or order, one year after date, with interest thereon from date, as by reference to said note will more fully appear, and to secure the payment of the said sums of money hereinafter before mentioned, these presents are executed, Now therefore this Mortgage Witnesseth, that in consideration of the premises before recited premises, and of the sum of one dollar, the said Josiah Jones trustee and husband of Mary E. Jones as aforesaid and Mary E. Jones his wife do grant unto the said Hugh McAllen his heirs and assigns forever, all those tracts or parts of tracts of land situate in Frederick County aforesaid, which were heretofore conveyed by Wm. J. Ross, by deed of conveyance recorded in Liber E. S. No 9 folios 316 &c. one of the Land Records of Frederick County, aforesaid to Josiah Jones as trustee of Mary E. Jones aforesaid, for her own sole separate and exclu-