

On this 16th day of January 1849 Abraham Wolfe signed this note as security in presence of
 Simeon N Phillips Benjamin Gungling
 (at stamp) This is thus endorsed to wit

Received of Mr Abraham Wolfe Twenty one Dollars for interest on the within up to 1st Apr. 1849.
 Received of Isaac Wright twenty one Dollars for interest on the within note up to April 1st 1850 ~

Exhibit No 5

At the request of Noah Phillips the following
 Deed was recorded April 8th 1848
 April 8th 1848 Received of the Grantee in the following Deed
 one dollar for stamp duty ~ W. B. Taylor, clk

This Indenture made this seventh day of April Eighteen hundred and forty eight between Isaac Wright and Mary Wright his wife of Frederick County, in the State of Maryland of the one part, and Noah Phillips of the said County and State of the other part; Whereas the said Isaac Wright is indebted to the said Noah Phillips in the sum of fourteen hundred dollars by four notes each for the sum of three hundred and fifty dollars with interest, each bearing date the seventh day of April Eighteen hundred and forty eight, the first payable two years after date, the second, three years after date, the third, four years after date, and the fourth five years after date, all said notes being duly stamped; And whereas the said Isaac Wright is willing to give to the said Noah Phillips some additional security for the payment of said notes; Now this Indenture Witnesseth, that for and in consideration of the sum of ~~the~~ the premises, and also in further consideration of the sum of One Dollar by the said Noah Phillips, to the said Isaac Wright and Mary Wright his wife, on hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged - The said Isaac Wright and Mary Wright his wife have bargained and sold, aliened and conveyed, and by these presents do give, grant, bargain and sell, alien, convey, release, convey, and confirm unto the said Noah Phillips, his heirs and assigns, all three two pieces or parcels of land situate in Frederick County aforesaid, particularly mentioned, described and conveyed, in a deed of conveyance from Joseph Kelly and Barbara Kelly his wife to the said Isaac Wright, bearing date on the same day with these presents and recorded among the Land Records of Frederick County - together with all and singular the buildings, improvements, ways, waters, water courses, rights, members, privileges advantages and appurtenances thereunto belonging, or in any wise appertaining, and all the estate, right, title, and interest, trust, property, claim and demand whatsoever, at law and in Equity, of, in and to the same. - To Have and to hold the same herein described premises, with the appurtenances thereunto belonging, unto the said Noah Phillips his heirs and assigns, to the only proper use of the said Noah Phillips his heirs and assigns forever; In trust nevertheless to permit the said Isaac Wright to use and occupy the same until such time as there shall occur, a failure on the part of the said Isaac Wright to pay and satisfy the said aforementioned notes or the interest according to the tenor of the notes as they shall respectively become due; And on the occurrence of such failure, then in trust, upon giving three weeks notice of the time, place, manner and terms of sale, by publication in some newspaper, printed in Frederick County, to sell the said property hereby conveyed either for cash, or on credit as the said Noah Phillips shall deem expedient; and out of the proceeds of such sale, to pay first, all costs, charges and expenses, incident to this trust; secondly, to pay whatever balance may remain unpaid of said four notes, whether actually due according to the tenor of such notes, at the time of sale or not; and then to pay over to the said Isaac Wright or his assigns whatever balance may remain, and upon such sale being made by the said Noah Phillips