

Shibley, Trustee, by deed bearing even date with these presents, as by reference thereto will more fully appear. ~ Provided, that if the said Elizabeth P. Hall, shall pay to the said Jesse Wright the said sum of Eleven hundred and Eighteen dollars, with interest thereon semiannually from this date, on or before the twentieth day of January in the year Eighteen hundred and sixty then this Mortgage to be void. ~ Provided that if default shall be made in the payment of the money aforesaid or the interest thereon, at the time and in the manner aforesaid, then it shall and may be lawful for the said Jesse Wright to sell the said Mortgaged premises, on the premises, at public sale, for one half cash, the residue in one year from the day of sale, the purchaser giving notes with approved security, bearing interest from the day of sale, notice being first given in one or more of the newspapers published in Frederick County for at least two successive weeks, of the time, place, manner and terms of sale above prescribed, to pay the debt aforesaid, and all interest thereon, and the surplus if any, to be paid over to the said Nimrod Oshibly for the sole separate and exclusive use of the said Elizabeth P. Hall, to be disposed of by her, and subject to the trusts contained in the deed from said Nicholas Shibley and wife to said Nimrod Oshibly herein before referred to. ~

Witness our hands and seals

Test ~
 R. W. Phelps ~
 Filed February 6th 1861 ~

N O Shibley
 Nicholas Hall
 Elizabeth Hall

Exhibit

This Mortgage made this Ninth day of November in the year Eighteen hundred and Fifty Eight, by Nimrod Oshibly, Nicholas Hall and Elizabeth P. Hall his wife, of Frederick County State of Maryland; Witnesseth, that the said Elizabeth P. Hall, being indebted in her own right and for her own separate Estate to Jesse Wright, in the sum of two hundred and fifty four dollars and being desirous of securing the same, and charging her separate Estate with the payment thereof, according to the power conferred on her by the Deed bearing date January the twentieth Eighteen hundred and Fifty Eight, Executed by Nicholas Shibley and Margaret Shibley his wife to Nimrod Oshibly, Trustee, the said Nimrod Oshibly, Nicholas Hall, and Elizabeth P. Hall his wife, do grant in fee simple to Jesse Wright all those pieces or parts of tracts of land situate in the County and State aforesaid, called "New Market Plain" and "Rich Forest" containing two hundred and fifty five acres and one quarter of an acre of land which was conveyed by Nicholas Shibley and Margaret Shibley his wife to Nimrod Oshibly Trustee, by deed bearing date January the twentieth Eighteen hundred and Fifty Eight as by reference thereto will more fully appear provided that if the said Elizabeth P. Hall shall pay to the said Jesse Wright the said sum of two hundred and fifty four dollars with legal interest thereon semiannually from this date on or before the twentieth day of January Eighteen hundred and sixty, then this Mortgage to be void, provided that if default shall be made in the payment of the money aforesaid, or the interest thereon at the time and in the manner aforesaid then it shall and may be lawful for the said Jesse Wright to sell the said Mortgaged premises, on the premises at Public sale for one half cash the residue in one year from the day of sale, the purchaser giving note with approved security bearing interest from the day of sale, notice being first given in one or more of the newspapers published in Frederick County, for at least two successive weeks, of the time place manner and terms of sale above prescribed, to pay the debt aforesaid and all interest thereon, and the surplus if any, to be paid over to the said Nimrod Oshibly for the sole separate and exclusive use of the said Elizabeth P. Hall, to be disposed of by her, and subject to the trust contained in the Deed from said Nicholas Shibley and Margaret Shibley his wife, to the said Nimrod Oshibly herein before referred to. ~

Witness our hands and seals ~

N O Shibley
 Nicholas Hall
 Elizabeth Hall