

Exhibit No. 3.

\$ 809 ⁴⁴/₁₀₀

Frederick Md: April 1st 1870

Twelve Months after date, we jointly and severally promise to pay to Hugh McAllen, or order, Eight hundred and nine ⁴⁴/₁₀₀ Dollars, value received, negotiable and payable at the First National Bank of Frederick.

B I Dixon
Eliza A Dixon
Susan Thomas

Stamp 43

Endorsed

For value received I assign the within note to Mary O Shremen and guarantee the same with costs of collection

Hugh McAllen

Witness

Hugh McAllen Jr.

Filed Oct. 15th 1870

Exhibit No. 4

Stamp 23

This Mortgage, made this Twenty second day of April in the year Eighteen hundred and Seventy, by me Benjamin S Dixon of Frederick County State of Maryland - Witnesseth, that whereas I the said Benjamin S Dixon, by my two promissory notes, both dated on the first day of April in the year Eighteen hundred and Seventy, the first payable six months after date, for the sum of Eight hundred and nine dollars and forty four cents, the second, payable twelve months after date, for the sum of Eight hundred and nine dollars and forty four cents, stand indebted to Hugh McAllen the Payee in said promissory notes in the respective sums of money, recited in said Promissory notes, amounting in the aggregate to the sum of One thousand Six hundred and Eighty eight dollars and Eighty eight cents - for the purpose of securing the payment of the several sums of money recited in said Promissory notes according to the tenor and effect of said Promissory Notes, I the said Benjamin S Dixon have agreed to execute these presents. Now therefore in Consideration of the above recited premises, and in further Consideration of the sum of five Dollars in hand paid me by the said Hugh McAllen at and before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, I the said Benjamin S Dixon do grant unto the said Hugh McAllen, all those tracts or parts of tracts or parcel of land lying and being in Frederick County, in the State of Maryland aforesaid and conveyed by the said Hugh McAllen and wife to the said Benjamin S Dixon by deed bearing date on the first day of April in the year One thousand Eight hundred and Sixty nine, being the same land conveyed by Lewis A Eaden and wife to the said Hugh McAllen by deed bearing date the twenty ninth day of January Eighteen hundred and Sixty nine and duly recorded in Liber 60 P. No 3 folio 1 of one of the Land Records of Frederick County aforesaid, reference thereto will furnish a more full description of the same, provided that if the said Benjamin S Dixon shall pay to the said Hugh McAllen the several sums of money specified in said promissory notes, when the same shall become due and payable, according to the tenor and effect thereof, then this Mortgage shall be void - Provided further that until default shall be made in the payment of the said promissory Notes, according to the tenor and effect of said Promissory notes, the said Benjamin S Dixon may occupy and possess the Mortgage premises, Provided also that if default shall be made in the payment of the said promissory Notes, when the same shall become due and payable, according to the tenor and effect thereof and payment thereof shall be demanded, then in such case it may and shall be lawful for Hugh McAllen to enter upon the said Mortgaged premises, and to sell the same at public sale at the Court House door in Frederick City Maryland, by public Auction for