by deed recorded in Liber J. W. L. G. No. 3 folio 447, &c of the Land Records of Frederick County, and also being the same Land conveyed by said Daniel Sweadner Jr. and Wife to said Abraham Boozel by deed executed and delivered simultaneously with the execution and delivery of these presents, Provided always that if the said Abraham Boozel shall pay to the said Daniel Sweadner the several sums of money in said Single Bills specified, when due and payable according to the tenor and effect thereof, and shall also pay all interest due thereon when due and payable, then this Mortgage shall be void. But if default shall be made in the payment of the sums of money mentioned in the said Single Bills as they severally become due and payable according to the tenor and effect thereof, or if default be made by said Abraham Boozel in the payment of the interest thereon as the same shall become due and payable, then it shall and may be Lawful for the said Daniel Sweadner, his executors, Administrators, or assigns, to sell said property at Public Sale on the premises, for One half cash to be paid on the day of sale or ratification thereof by the Court, at the election of the purchaser, the residue in one year from the day of sale the purchaser giving his note with approved security bearing interest from the day of sale, the said Daniel Sweadner his executors, administrators or assigns first giving at least three weeks notice by advertisement inserted in One or more of the News papers published in Frederick County, of the time, place, manner and terms of sale, to pay first all expenses incident to said sale, secondly to pay all taxes due on said property, thirdly to pay the debt intended to be secured by this Mortgage and all interest due or owing thereon, and lastly to pay over any surplus proceeds of sale if any to the said Abraham Boozel

Witness our hands and seals

Test,

Sidney Sappington.

Abraham Boozel (seal)

Magdalena Boozel (seal)

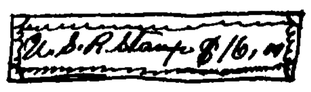
State of Maryland, Frederick County, SS:

I hereby certify that on this first day of April in the year Eighteen hundred and Seventy One before me the subscriber a Justice of the Peace of the State of Maryland in and for Frederick County, personally appeared Abraham Boozel and Magdalena Boozel the within and aforegoing named Mortgagors, and did each acknowledge the within and aforegoing deed of Mortgage to be their respective act; And also at the same time appeared before me Daniel Sweadner the within and aforegoing named Mortgagee and made Oath on the Holy Evangelys of Almighty God that the consideration stated in such deed of Mortgage is true and bona fide as therein set forth

Filed April 30th 1873

Sidney Sappington J. P.

Exhibit No. 3



This Deed made this first day of April in the year 1871 by us Daniel Sweadner and Clementina Sweadner his wife of Frederick County in the State of Maryland, Witnesseth that in consideration of the sum of Sixteen thousand dollars, we the said Daniel Sweadner and Clementina Sweadner his wife do grant in fee simple unto Abraham Boozel of said State and County the following described parcel of Land, lying in Liberty District, Frederick County State of Maryland being part of a tract of Land called "Hope for the best"