in the sum of Five hundred dollars current money payable in two years after date and whereas the said George Phelps in order to secure to the said Robert W Phelps the payment of the amount of the note or obligation aforesaid with the interest accruing thereon at the time therein limited hath agreed to execute these presents. Now This Indenture Witnesseth that the said George Phelps in consideration of Five dollars current money to him in hand paid before the sealing and delivery of these presents the receipt whereof he the said George Phelps doth hereby acknowledge, hath granted bargained sold aliened released enfoeffed and confirmed and by these presents doth grant bargain sell alien release enfoeff and confirm unto him the said Robert W Phelps and his heirs and assigns forever all that piece or parcel of ground situate lying and being in the County and State aforesaid being part of a tract or parcel of Land called "New Market Plains" and adjoining Plummers Addition to "New Market" containing the quantity of 2 Acres and 4 Square Perches of Land more or less together with rights members buildings and appurtenances thereunto belonging or in anywise appertaining, also of in and to the following described Personal Property to wit: One Desk, One Settee, One dozen Chairs, One Corner Cupboard, Two Stoves, One ten plate and the other seven plates together with the Pipe belonging to the same, One bay Horse, One Cow, Four Walnut Tables, One Mantle Clock, together with the rest and residue of my Personal Property not being enumerated and belonging to me or remain in my possession, to have and to hold the said part of a tract or parcel of Land together with the buildings and appurtenances thereunto belonging or in anywise appertaining as also all and singular the personal property hereinbefore mentioned and hereby bargained and sold and every part and parcel thereof with the rights members and appurtenances unto him the said Robert W Phelps his heirs and assigns forever to the only proper use benefit and behoof of him the said Robert W Phelps his heirs and assigns forever and to and for no other use intent or purpose whatever. Provided nevertheless and it is the true intent and meaning of these presents and of the parties to the same that if the said George Phelps his heirs executors and administrators do and shall well and truly pay and satisfy unto the said Robert W Phelps his Executors Administrators or Assigns the aforesaid sum of Five hundred dollars current money with the interest accruing thereon at the time limited on the Note or obligation aforesaid then these presents and every matter claim therein contained to be utterly null and void, anything herein contained to the contrary thereof in anywise notwithstanding.

In witness whereof the said George Phelps hath hereunto set his hand and affixed his seal the day and year first herein before written

Signed Sealed & Delivered in the presence of } George Phelps (seal)
Geo Hauer J M Harding }

Maryland Frederick County Set:
On this 5th day of December 1834 before the subscriber two Justices of the Peace in and for said County personally appears George Phelps the Mortgagee named in the within Mortgage or instrument of writing and also acknowledged the same to be his act & deed for the purposes therein mentioned according to the true intent and meaning thereof and the Acts of Assembly in such case made and provided, we also certify that we are of our own knowledge satisfied that George Phelps Grantor or Mortgagor named