

personally appeared Daniel H Barnes and acknowledged the foregoing
Deed to be his act and Deed according to the intent and purpose thereof
Witness my hand. Acknowledged before & certified to by
R W Phelps
Justice of the Peace.

State of Maryland Frederick County Jcs.
I hereby certify that the foregoing is a true copy of the original Deed as
recorded in Liber J H L C No 4 folio 416. One of the Land Records of Frederick County
In testimony whereof I have hereunto
subscribed my name and affixed the seal
of the Circuit Court for Frederick County
this 1st day of May A D 1869.



Filed May 1st 1869

Charles Mantz Jcs.
Cir. Court for Frederick County.

Exhibit No 5 This Mortgage made this 30th day of October in the year of our Lord 1866, John
H Fogle and Louisa Fogle his wife of the County of Frederick, in the State
of Maryland Witness that in consideration of the sum of Nine hundred
dollars with interest thereon from the date hereof now due from the said
John H Fogle to Joseph Moleworth of aforesaid County and State they
the said John H Fogle and Louisa Fogle his wife for the better securing
the payment of the said money together with the interest thereon to the said
Joseph Moleworth do grant and sell unto the said Joseph Moleworth
all that piece parcel and part of a tract of Land lying in the said
County of Frederick being part of a tract of Land called "Recovery on
Abrah" which was conveyed to the said John H Fogle by Daniel H Barnes
by his Deed bearing equal date with these presents and containing 124 acres
of Land more or less, the said land joins the lands of Benjamin Corner
Rezin Davis and Mary Cuttall (widow) Provided that if the said
John H Fogle shall pay on or before the 27th day of October 1867 to the
said Joseph Moleworth the said sum of Nine hundred dollars with
interest thereon from the date of these presents according to the tenor of his
promissory note of even date herewith then this Mortgage shall be void
And the said John H Fogle and Louisa Fogle his wife covenant that
they will pay the money aforesaid and they further covenant that in
default of payment the said Joseph Moleworth may enter the premises
Provided that until default of payment the said John H Fogle
and Louisa his wife shall possess the premises unmolested by the
said Joseph Moleworth, and provided that if default shall be
made in the payment of the money aforesaid, or the interest thereon at
the time or in the manner aforesaid then it shall be lawful for the
said Joseph Moleworth to sell the said mortgaged premises at
Public Sale by Public Auction for cash after giving at least three weeks
Public notice of the time place manner and terms of sale in one or
more newspapers published in Frederick town Frederick County
Maryland at least once a week for three successive weeks prior
to the day of sale to pay the debt & the surplus if any to the said John H Fogle