

Be it remembered and it is hereby certified that on this 16th day of March in the year of our Lord 1857 before the subscriber a Justice of the Peace of the State of Maryland in and for Frederick County aforesaid personally appeared Henry Smith and Elizabeth Smith his wife they being known to me to be the persons who are named and described as and professing to be the parties to the foregoing Deed or Indenture and do severally acknowledge the said Indenture or Instrument of writing to be their respective act and Deed the said Elizabeth Smith having signed and sealed said Indenture before me out of the presence and hearing of her said husband, and the said Elizabeth Smith being by me examined out of the presence and hearing of her said husband whether she doth execute and acknowledge the same freely and voluntarily and without being induced to do so by fear or threats of or ill usage by her husband or by fear of his displeasure declares and says that she doth.

In testimony whereof I hereunto subscribe our names on the day and year aforesaid.

W. J. Erwin

I hereby certify that the foregoing is a true copy of the original Deed as recorded in Liber C. S. No 9 Folio 323rd C One of the Land Records of Frederick County.



In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Frederick County this 5th day of May A. D. 1873.

Dated May 5. 1873.

Charles Mantz, Clerk

Exhibit No. 2

This Mortgage made this 14th day of November in the year 1860 by John Smith, Witnesseth that in consideration of the sum of Two hundred and thirty four dollars with interest thereon from the date hereof now due from the said John Smith to Mary A. M. Smith doth grant unto the said Mary A. M. Smith all that lot and parcel of ground situated in Frederick County near Burkittsville joining the lands of Henry Smith and John Asherman containing about half Acre, also one red and white spotted Cow, one Hog, and all my household and kitchen Furniture Provided that if the the said John Smith shall pay on or before the 1st day in the year One thousand Eight and Fifty two to the said Mary A. M. Smith the sum of two hundred and thirty four dollars with interest thereon from date hereof according to the tenor of his Promissory note of even date herewith or for the principal sum payable to the said Mary A. M. Smith or order on the first day of January aforesaid then this Mortgage shall be void and the said John Smith covenants that in default of Payment the said Mary A. M. Smith may enter Provided that until default of Payment the said John Smith shall possess the Premises 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 Mary A. M. Smith to sell said Mortgaged Premises at Burkittsville by Public Auction for cash after giving at least three weeks public notice of the time place manner and terms of sale in one