

No 4501 Equity

Henry Baker  
vs  
Joseph E and E.C  
Cortzendorfner  
To Debt

At the request of Joseph E. and Edmond C  
Cortzendorfner the following Deed was recorded May  
7th 1873

Exhibit  
No 2

This Deed made this seventh day of  
May in the year Eighteen Hundred and Seventy  
Three by me Henry Baker of Frederick County State  
of Maryland, Witnesseth that whereas a certain Joseph Love of the County and  
State aforesaid by his single bill dated on the Eighteenth day of November in the  
year Eighteen Hundred and Sixty Eight, in which Lewis A Albough, Francis  
Jones, H. G. Maynard Henry Baker and Samuel A Love were securities and  
payable to a certain Thomas A Harwood or order on the sum of Four Thousand  
Dollars, with interest from date, the interest payable semi-annually and for  
purpose of securing the said securities on the said single Bill from all loss, cost  
charge and damage which they or either of them may sustain as his security in  
said single Bill. The said Joseph Love and Susan Love his wife by their deed  
of Mortgage dated on the ninth day of December in the year Eighteen Hun-  
dred and Sixty nine did convey to Henry Baker one of the said securities  
in said single Bill in behalf of himself and the other securities & with their  
assent, all those Tracts of Land hereinafter described, and to which said  
deed of Mortgage there was a conditioned annexed, that if said Joseph  
Love shall pay to the said Thomas A Harwood the sum of Four Thousand  
Dollars in the said single Bill mentioned when payment thereof shall  
be demanded by the said Thomas A Harwood, and shall also indem-  
nify and save harmless the said Lewis A Albough H. G. Maynard Hen-  
ry Baker Samuel A. Love and the estate of Francis Jones Dec<sup>d</sup> one of  
the said securities, and each and every of them and the Executors & Ad-  
ministrators of each of them from all loss, costs ~~and~~ charges or dama-  
ges, which they or either of them may sustain, as the securities of the said Jo-  
seph Love in said single Bill, than said Mortgage to have and of more  
effect, and it was also provided that if default shall be made by the said  
Joseph Love in the payment of the said sum of Four Thousand Dollars  
with interest thereon in said single Bill when payment thereof shall  
be demanded by the said Thomas A Harwood; and provided further  
that if the said Lewis A. Albough, H. G. Maynard, Henry Baker  
and Samuel A. Love or either shall suffer any loss, costs suits or charge  
damage by reason of their said securityship, and provided said Joseph  
Love shall fail to indemnify save harmless and protect from all loss  
costs, charges suits & damages the said Lewis A Albough H. G. May-  
nard Henry Baker and Samuel A. Love and the Administrators  
of the Estate of Francis Jones the securities for the said Joseph Love  
mentioned in said single Bill then it shall and may be lawful for the  
said Henry Baker to sell the said Mortgage premises on the premises  
at Public Sale for Cash, and whereas default having been made in the  
conditions of the said Mortgage, and the said Henry Baker having just  
filed in the Clerks Office of the Circuit Court for Frederick County his  
Bond to the State of Maryland in the Penalty of Eight Thousand Dollars  
duly executed and approved by the Clerk of said Court, proceeded to