

No. 1557 Equity

Said, Wm. C. Preston all of my right title, claim and undivided interest and estate, whatsoever, as well in law as in Equity in and to all those other pieces or parts of tracts of land situate and lying in the County of Frederick and State of Maryland, containing Twenty two acres One Acre and seventeen perches of Land more or less, as mentioned and described by metes and bounds, courses and distances in a deed from Wm. J. Johnson and Elizabeth, his wife, to William S. Preston and Aester A. R. Preston dated the first day of October in the year Eighteen Hundred and fifty three, and Recorded in said Land Records Liber E. S. No. 3 Johns 2748, as by reference thereto will fully and at large appear. And I the said William S. Preston for the consideration aforesaid do hereby bargain and sell to the said Aester A. R. Preston, all of my right, title and interest the same being one moiety in and to the following property, viz. Six mules, One black Stallion, one brown horse, two black horses, two barrel horses, one gray mare, three bay colts, two black colts, one black Cow, eleven red and white spotted Cows; nine spotted heifers, one red Cow, one red Bull, one spotted Bull, twenty six killing hogs two hundred, One Bear, eleven white sheeps, thirteen pigs, three Hogs, One Cart, one Churn and barrel, two Buggy Wagons and Harness, three Barshear plows, three Harrows, six double shovel plows, four single shovel plows, two wheat drills, one Wind Mill, sixty acres of Corn in shock, Twenty acres of growing wheat, sixty tons of timothy and Clover Hay, and all other farming implements or tools standing remaining and being upon the premises aforesaid, occupied by myself and the said Aester A. R. Preston, Provided that if the said William S. Preston shall pay to the said Aester A. R. Preston the said sum of six thousand eight hundred dollars with interest thereon from the date on or before the first day of November in the year Eighteen hundred and seventy nine, and shall also pay to the said William R. Morse all the note aforesaid for the sum of One thousand dollars with the interest thereon when payment of the same shall be demanded and shall also pay to the said Howard Staley, the note aforesaid for the sum of seven hundred and seventy five dollars with the interest on the same when payment there of shall be demanded by the holder thereof and shall also pay to the said Farmers and Mechanics National Bank of Frederick the promissory note aforesaid at maturity or shall pay any renewal thereof, when such renewal note shall mature and fall due and payable and when payment thereof shall be demanded by the said Bank and shall also pay to the Central National Bank of Frederick the promissory note aforesaid, at maturity or shall pay any renewal thereof when such renewal thereof when such renewal note shall mature and fall due and payable and when payment thereof shall be demanded by the said Bank, so as to release the said Aester A. R. Preston from all liability, as surety of the said William S. Preston upon each and all of the notes aforesaid whether due to individuals or to Banking Corporations then this mortgage shall be void And the said William S. Preston covenants that he will pay the money aforesaid, in the manner and at the time aforesaid. Provided that until default be made in the payment of the said sum of six thousand eight hundred dollars or of the interest thereon at the time and in the manner aforesaid, or of the two notes aforesaid with interest thereon, respectively due and owing to William R. Morse and

Exhibit No 1

Exhibit