

No. 4866 Equity

State of Maryland, Frederick County, Ct.

I hereby certify that the foregoing is a true copy of the Original Deed as recorded in Liber J. G. No. 11 folio 472 &c., one of the Land Records in the Office of the Clerk of the Circuit Court for Frederick County.



In testimony whereof, I have subscribed my name, and affixed the seal of the Circuit Court for Frederick County, this 30th day of February, A. D. 1883.

Adolphus Penhake Jr. Clerk

Filed February 3d, 1883.

At the request of Hamilton Nevillie the following Mortgage is recorded April 19th, 1879.

This Mortgage, made this third day of April in the year Eighteen hundred and seventy-nine, by us, George W. Cline and Harriet Ann Cline, his wife, of Frederick County, in the State of Maryland, Witnesseth that in consideration of the sum of Two thousand Dollars, now due from us, the said Geo. W. Cline and Harriet Ann Cline his wife to Hamilton Nevillie or order, one year after date, with interest from date, and for the better securing the payment of the said sealed note, at maturity, and the interest thereon, we the said George W. Cline and Harriet Ann Cline, his wife, do grant in fee simple unto the said Hamilton Nevillie, all that part of a tract or parcel of Land situate and lying in the County of Frederick and State of Maryland being part of a tract or parcel of Land, called Friendship, containing One hundred and eighty-two acres, One rood and thirty-five perches of Land, more or less, and which is described by metes and bounds, courses and distances in a deed from Hamilton Nevillie and Mary E. Nevillie his wife to George W. Cline and Harriet Ann Cline, his wife, bearing date the third day of April, in the year Eighteen hundred and seventy-nine and being a part of a tract of land conveyed by James J. Stone to the said Hamilton Nevillie and Mary E. Nevillie his wife and bearing date April 15th, Eighteen hundred and seventy-three, and recorded in Liber C. M. No. 10, folio 317, one of the Land records of Frederick County, as by reference thereto will fully and at large appear. Provided, that if the said George W. Cline and Harriet Ann Cline, his wife shall pay to the said Hamilton Nevillie the sealed note aforesaid at maturity, with interest thereon from date hereof, according to the tenor of said sealed note, then this mortgage shall be void. Provided that until default be made in the payment of the sealed note aforesaid, or of the interest thereon, the said Hamilton Nevillie shall possess the mortgaged premises as of his present estate therein: And provided, that if default shall be made in the payment of the said sealed note at maturity, or of the interest thereon, then it shall be lawful for the said Hamilton Nevillie, his personal representatives and assigns, to sell the said mortgaged premises at the premises, by public Auction for Cash, after first giving at least three weeks public notice of the time, place, manner, and terms of sale, in some Newspaper published in Frederick County, once a week prior to the day of sale, and to apply the proceeds of such sale to the payment, in the first place of the expenses attending said sale, including counsel fees and Commission, and then to the payment of the said sealed note and interest and the surplus, if any, to pay the same over to the said George W. Cline and Harriet Ann Cline his wife. Witness our hands and seals

Exhibit No. 3.

Test Attestation

George W. Cline Harriet A. Cline

