

# No. 4882 Equity.

Exhibit A. D. E.

I hereby acknowledge that I have this third day of April A. D. 1883, bought at Public Sale of Joseph G. Miller and Milton G. Verner, the real estate described in the annexed Advertisement, at and for the sum of fifteen hundred and twenty-five dollars, and I obligate myself to comply with the Terms of Sale as specified in said advertisement.

Witness

Alice M. Ebberts.

Walter Saunders, Auct.

Filed April 11, 1883

At the request of Joseph G. Miller & M. G. Verner the following Mortgage was recorded Aug 27 1875.

Exhibit No. 1

This Mortgage, made this first day of May, in the year Eighteen hundred and twenty-five by us Joseph M. Ebberts and Catharine Ebberts his wife, Witness ette, that Whereat said Joseph M. Ebberts is now indebted to the Farmers & Merchants National Bank of Frederick, in the sum of Twenty-two hundred dollars by his promissory note for said amount, dated the 27th day of April, 1875, payable four months after date, to John W. Barclay Corshier, or order upon which said note Jos. G. Miller and Milton G. Verner, are bound as sureties, and in order to fully secure and indemnify the said Jos. G. Miller, and Milton G. Verner against loss by reason of said suretyship this Mortgage is executed. Now therefore in consideration of the premises, and of One Dollar, We the said Joseph M. Ebbert and Catharine Ebberts his wife, do grant unto the said Joseph G. Miller, and Milton G. Verner, all those two lots or parcels of ground with the improvements thereon situated on the South side of East Church Street in Frederick City, Maryland, being the same lots described in two deeds of Conveyance, one from Arthur Helashmull & wife, to said Joseph M. Ebberts dated the 5th day of January A. D. 1860, and duly recorded in Liber B. G. F. No. 5, folio 119, one of the Land Records of Frederick County, and the other from Allen W. West and wife to said Joseph M. Ebberts bearing date the 25th day of March A. D. 1863, and duly recorded in Liber B. G. F. No. 8, folio 465, one of the Land Records of Frederick County and also all that Lot described in a deed from Joshua Toyell & wife to said Joseph M. Ebberts dated January 26th, 1869, & recorded in Liber Call. No. 3 folio 372, one of said Land Records.

Provided that if the said Joseph M. Ebberts shall pay said note, or any note given in renewal thereof when thereto required, and demanded by the holder thereof and shall pay all legal interest on said note or the renewal thereof, according to the usages and requirements of said Bank, and shall fully indemnify and save harmless the said Joseph G. Miller, and Milton G. Verner from all loss by reason of said suretyship upon said note or any other note given in renewal of said note then this Mortgage shall be void.

And the said Joseph M. Ebberts covenants that he will pay said note or the renewal thereof, when required and demanded, and that he will pay all legal interest thereon according to the usages of said Bank, and that he will keep the dwelling house upon said lots fully insured from loss by fire, for the use and benefit of said Joseph G. Miller and Milton G. Verner in case of fire, and that he will further assign said policy or policies of insurance to said Joseph G. Miller and Milton G. Verner in case of loss by fire. Provided further that should the said Joseph M. Ebberts fail to pay said note, or the renewal thereof when thereto required and demanded

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