

No. 5705 Equity

each acknowledging the foregoing mortgage to be their respective acts: and at the same time before me also appeared Thomas Gorsuch the mortgagee therein named and made oath in due form of law on the Holy Evangelys of Almighty God that the considerations in the said mortgage is true and bona fide as therein set forth

Filed July 10. 1885.

W. Mahony J.P.

#1250 Frederick Md. Aug 7th 1880

Twelve months after date, we jointly and severally promise to pay to The First National Bank of Frederick, or order, Twelve hundred & fifty in Dollars, value received negotiable and payable at the said First National Bank of Frederick

Exhibit No. 2.

Endorsed - Rec'd payment of \$250. Aug 30th 1881

Geo. C. Derr

Rec'd payment of Thomas Gorsuch \$1,000 Aug 28. 1881.

Thomas Gorsuch

Thomas H. Markell

1882 Jan 7. Int. pd to Feb 10. 82 (6 months holds aggregated receipt of same date)

1882 May 4 Int. pd to August 10. 82 (holds aggregate receipt

Thomas Gorsuch

1882 Oct 4 Int. pd to Feb 10. 83

1883 March 26 Int. paid to Aug 10. 83

1884 Int. paid ten dollars

Filed July 10/85

Exhibit No 3.

This Mortgage made this nineteenth day of January in the year Eighteen hundred and Eighty by us George C. Derr and Frances V. Derr his wife of Frederick County in the State of Maryland, Witnesses, Whereas the said George C. Derr together with Thomas Gorsuch of said County and State as his surety, stands indebted to the First National Bank of Frederick in the sum of Twelve hundred and fifty dollars, upon a promissory note of same date herewith, payable to the said First National Bank of Frederick or order six months after date, and for the purpose of saving harmless and keeping indemnified the said Thomas Gorsuch from and against all loss, costs, charges, damages and expenses whatsoever, that might result to him by reason or by means of his said suretyship in said promissory note, or in any other note or notes that may from time to time hereafter be given in renewal of the same or for any part thereof, the said George C. Derr and Frances V. Derr his wife have agreed to execute these presents. Now therefore in consideration of the promises, and of One dollar, with the said George C. Derr and Frances V. Derr his wife, do grant in fee simple unto the said Thomas Gorsuch all of that lot or portion of ground with the buildings and improvements thereon containing two acres of land more or less, situate lying and being on the North West corner of Patrick Street and Mill Alley in Frederick City in the County of Frederick and State of Maryland which the said George C. Derr obtained from George W. Smith Executor of George Smith deceased by deed dated the twenty second day of January in the year Eighteen hundred and Seventy two and recorded in the Land Records of Frederick County in Liber C. M. No 7 folios 662 & 5 as by reference thereto will more fully appear.

Provided that if the said George C. Derr shall pay to the said First 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 First National Bank so as to release the said Thomas Gorsuch from all liability therefor, then these presents shall be void. Provided that until default be made in the payment of the promissory note aforesaid at maturity or of 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, the said George C. Derr shall possess the mortgaged premises as of his present estate therein and provided that if default be made in the

Exhibit

Exhibit