No. 5567 Equity

our Lord Eighteen hundred and seventy five before me the subscriber a Justice of the Peace of the State of Maryland in and for Frederick County personally appeared Joshua Delaplane & his wife Charlotte Delaplane, Ephraim Delaplane & his wife Margaret Delaplane James M Delaplane, Alice A Delaplane and William H Delaplane & his wife Emeline Delaplane and did acknowledge the aforegoing deed to be their respective act.

H. J. Krise J.P.

State of Maryland Frederick County, to wit:
I hereby certify that the foregoing is a true copy of the original deed as recorded in Liber J. G. No. 3. folio 596, 597, 598. One of the Land Records of Frederick County.

In testimony whereof I hereto subscribe my name and affix the seal of the Circuit Court for Frederick County this 22 day of May 1889.

PLACE SEAL

W. Irving Parsons,
Clerk of Circuit Court for Frederick County.

Filed May 22. 1889.

Exhibit No. 5.

At the request of J. William Payne, the following Mortgage is received for record and recorded September 13. 1888 at 4 o'clock 45 minutes P.M. Test: W. Irving Parsons Clerk.

This Mortgage made this 13th day of September in the year Eighteen hundred and Eighty Eight by Hezekiah Delaplane and Mary C. Delaplane his wife, Witnesseth that in consideration of the sum of twenty five hundred dollars now due from me the said Hezekiah Delaplane to J. William Payne, we therein Hezekiah Delaplane and Mary C. Delaplane his wife do grant unto the said J. William Payne all the following tracts or parcels of land being and including parts of "Miller's Choice" of "The Recovery or Welsh Cabin" and "White Oak Bottom" lying contiguous to each other in Woodsbo' District, Frederick County in the State of Maryland and being the same land which was conveyed to the said Hezekiah Delaplane, Joshua Delaplane and Charles Delaplane his wife, Ephraim Delaplane and Margaret Delaplane his wife and others by deed dated the fifth day of June 1875 and recorded in Liber J. G. No. 3. folio 596 & one of the land records of Frederick County referred thereto had, will more fully appear, said tracts of land containing two hundred and thirty eight acres, one rood and twenty nine square perches of land. Provided that if the said Hezekiah Delaplane shall pay on or before the 13 day of September 1889 to the said J. William Payne the sum of twenty five hundred dollars with interest thereon from the date hereof according to the tenor of his promissory note of even date herewith payable to the said J. William Payne or order, then this Mortgage shall be void. And the said Hezekiah Delaplane for himself his heirs and personal representatives hereby covenants that he will pay the aforesaid money according to the tenor of the note aforesaid, and he further covenants and agrees with the said J. William Payne his personal representatives and assigns in like manner that in default