# No. 3691 Equity.

Exhibit No. 3.

## Exhibit No. 3.

At the request of Joseph G. Miller the following Mortgage was recorded Feby 18th 1873

This Mortgage made this Eighteenth day of February in the year Eighteen hundred and seventy three by Emanuel E. Rambling of Frederick County in the State of Maryland Witnesseth, that in consideration of the sum of Five Hundred Dollars now due from me to Joseph G. Miller upon a promissory note dated the Eighteenth day of February in the year Eighteen hundred and seventy three payable to Joseph G. Miller or order six months after date, and for the better securing the payment of the said promissory note at maturity or any other note or notes that may hereafter from time to time be given in renewal of the same I the said Emanuel E. Rambling do grant in fee simple unto the said Joseph G. Miller all those pieces lots or parcels of land situate and lying in the County of Frederick and State of Maryland being part of a tract of land called "No help for my loss" and "The End of Trouble". Containing fifty eight acres of land more or less, also a lot of mountain land containing fifty seven and one half acres more or less being the same being the same parts of Tracts lots or parcels of land conveyed to Jacob Fox by William A. Schaffer and wife by deed dated the first day of April 1868 and now recorded among the land records of Frederick County aforesaid, the first parcel being particularly described in a deed from Cooper Manty to Jacob D. Shryock dated September first 1852. and the mountain tract being described in a deed from Christian D. Shryock and wife to William Hewett dated May 15th 1854 and being the same pieces parcels or lots of land conveyed by Jacob Fox and Emily Jane Fox his wife to said Emanuel E. Rambling by deed dated the Eleventh day of February in the year 1873 and intended to be recorded among the land records of Frederick County simultaneously with these presents.

Provided That if the said Emanuel E. Rambling shall pay to the said Joseph G. Miller the promissory note aforesaid at maturity or in case the same shall be renewed shall pay such renewal note at maturity and when payment thereof shall be demanded then this Mortgage shall be void provided that until default be made in the payment of the promissory note aforesaid or of any renewal thereof in case the said Joseph G. Miller shall assent to a renewal of the same the said Emanuel E. Rambling shall possess the Mortgaged premises and provided that if default shall be made in the payment of the promissory note aforesaid or of any renewal thereof at maturity and when payment thereof shall be demanded then it shall be lawful for the said Joseph G. Miller his Executors administrators and assigns to sell the said Mortgaged premises