

No. 3873 Equity

Exhibit No. 4

28th Feb. One or before the first day of April 1873. We promise to pay Samuel Putman or or on the sum of Two thousand and Eighty one Dollars & twenty Cents, value received with interest from date, withes our hands and seals this 1st day of April 1872.

Witness	Margaret Putman	Real
Geo W. Shank	Harriet V. Albaugh	Real
	John J. Albaugh	Real
	Isaac Isaac Albaugh	Real
	Laura A. Albaugh	Real

Filed April 8th 1873

Exhibit No. 5

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This Mortgage made this 5th day of April in the year Eighteen hundred and seventy two by us Margaret Putman, Harriet V. Albaugh, William H. Albaugh, John J. Albaugh, Isaac Isaac Albaugh & Laura A. Albaugh of Frederick County Maryland, witnesses that for and in consideration of the sum of Two thousand and Eighty two Dollars and twenty Cents now due from us to Samuel Putman, of the County and state aforesaid, we the said Margaret Putman, Harriet V. Albaugh, William H. Albaugh, John J. Albaugh, Isaac Isaac Albaugh & Laura A. Albaugh, do grant unto the said Samuel Putman his heirs & assigns, all that lot & parcel of ground with all the improvements thereon situated and lying in woodshores District Frederick County Maryland, it being the same that was conveyed by Shearone Tapp and Elizabeth Tapp his wife to Margaret Putman Harriet V. Albaugh, William H. Albaugh, John J. Albaugh, Isaac Isaac Albaugh & Laura A. Albaugh by deed bearing date the 15th day of October in the year 1872 as by reference thereto a will more fully appear, provided that if the said Margaret Putman, Harriet V. Albaugh, William H. Albaugh, John J. Albaugh, Isaac Isaac Albaugh by Laura A. Albaugh shall pay on or before the first day of April in the year 1873 the sum of Two thousand and Eighty one Dollars & twenty Cents, with interest thereon according to the tenor of their promissory Note, then this Mortgage shall be void; and the said Mortgageors their heirs & personal representatives hereby Covenants and agrees, that they will pay the aforesaid money according to the tenor of said note & they doth further agree with the said Samuel Putman his personal representatives or assigns in like manner that in default of payment of said note and interest, the said Samuel Putman may enter & take possession of the property aforesaid provided that until default of payment of the said Note the said Mortgageors shall possess the premises as of their present Estate; and provided that if default shall be made in the payment of the money aforesaid at the time and manner aforesaid then it shall be lawful for the said Samuel Putman to sell the said Mortgagea premises at Public Auction for Cash after giving at least thirty days notice of the time place and terms of sale in some Newspaper published in Frederick City, prior to the day of sale and to apply the proceeds of such sale to the payment