No. 6474. Equity.

Exhibit No. 1.

Exhibit No. 1"

$400.00 Twelve months after date I promise to pay to Jacob H. Hollenner or order Four Hundred dollars For value received with interest from date.

This note secured By Mortgage.

May 12th 1893. Upton Beall

witness

Geo M. Chaney

Endorsed

Received Jany 4th 1895 one hundred & thirty Eight dollars & fifty three Cents, this amount Credited on Mortgage.

Filed Nov. 29, 1895.

Exhibit No. 2."

At the request of Jacob H. Hollenner the following Mortgage is received for record and recorded July 24th 1893 at 10 15 Oclock A.M.

Test John L. Jordan, Clerk.

This Mortgage made this 12th day of May 1893 by Upton Beall witnesseth that in Consideration of the sum of Four hundred Dollars due from me the said Upton Beall to Jacob H. Hollenner I the said Upton Beall do grant unto the said Jacob H. Hollenner all those several lots and parcels of land with the improvements thereon situated in woodsboro District Frederick County State of Maryland lying on the South side of the woodsboro and Creagerstown Turnpike road and adjoining the lands of Michael Shank, Mrs Julia Ann Baker wife of Ephraim H. Baker, Charles L. Hill James M. Smith, William Cannack and Elmer Hollenner Containing Seven acres of land more or less, being part of the same tracts or parcels of land Conveyed to the said Upton Beall by Mrs Nancy Barnick administratrix of Christian Barnick Dec'd by deed dated May 27th 1865 and not recorded and by Mrs Mary E. Beall to the said Upton Beall by deed dated June 22d 1892 and recorded in Liber No. folio one of the Land Records of Frederick Co. Md, by reference thereto will more fully appear.

Exhibit No. 3.

Provided that if the said Mortgagor shall pay on or before the 12th day of May 1894 to the said Mortgagee the sum Four hundred dollars with interest payable Annually from date hereof according to the tenor of his promissory note of even date herewith payable to the said Jacob H. Hollenner or order on the 12th day May 1894 aforesaid then this mortgage shall be Void and the said Upton Beall for himself his heirs and personal representatives hereby Covenants that he will pay the aforesaid money according to the tenor of his note aforesaid and he further Covenants and agrees with the said Jacob H. Hollenner, his personal representatives and assigns in like manner that in default of payment of said note then the said Jacob H. Hollenner