

empty jars and crocks, and other articles too numerous to mention.

Terms of Sale, -Cash.

Charles W. King, Auctioneer.
John H. Jamison, Clerk.

Thomas F. Filler, Agent.
For the Heirs of Daniel H. Filler, Dec'd.

EXHIBIT No. "3"

At the request of Dr. Warner Hobbs the following Mortgage is received for record and recorded March 1, 1886, at 1 O'clock fifteen minutes P.M.

Test; - W. Irving Parsons, Clerk.

THIS MORTGAGE, made this first day of March, in the year eighteen hundred and eighty six, by us, Daniel H. Filler and Ellis Virginia Filler, his wife, of Frederick County, in the State of Maryland, witnesseth, that in consideration of the sum of Five Hundred and Sixty Dollars now due and owing by us to Dr. Warner Hobbs of said County and State, for which indebtedness we the said Daniel H. Filler and Ellis Virginia Filler, his wife, have also given to said Dr. Warner Hobbs our joint and several promissory note, bearing even date with this mortgage, with interest from date payable one year after date the interest to be paid semi-annually, ^{we} with the said Daniel H. Fisher and Ellis Virginia Filler, his wife, do grant unto the said Dr. Warner Hobbs all that real estate situated in Frederick County in the State of Maryland, described in a deed from Solomon Filler and Elizabeth Filler, his wife, to the said Daniel H. Filler and Ellis Virginia Filler his wife dated the 7th day of June in the year 1875 and recorded in Liber T G. No. 3, folio 534, &c, one of the Land Records of Frederick County, containing 18 acres 1 rod and 3 square perches of land more or less, and the said Daniel H. Filler and Ellis Virginia Filler his wife for themselves their heirs, executors and administrators and each of them covenants with the said Dr. Warner Hobbs, his executors, administrators and assigns that they will during the continuance of this mortgage keep the mortgaged property insured for a sum of not less than Three Hundred and Forty Dollars, paying the premiums and assessments thereon as they fall due, and that they will assign the policy of insurance to the said Dr. Warner Hobbs for his benefit in case of loss by fire; and they further covenant in a like manner that should they fail in this particular and the said Dr. Warner Hobbs pay the premiums for said insurance or the assessments necessary to keep said policy of insurance in force, the amount of the premiums and assessments so paid with interest thereon shall be a lien on the mortgaged property as though included in the first instance in the mortgage itself. Provided that if default shall be made in the payment of the money aforesaid or the interest thereon at the time or in the manner aforesaid or in the performance of any of the covenants herein contained, then it shall be lawful for the said Dr. Warner Hobbs his representatives or assigns to sell the said mortgaged premises at liberty in said County and State at public auction for cash first giving notice of the time place and terms of sale in some newspaper printed in Frederick County for three successive weeks prior to the day of sale and to apply the proceeds of such sale to the payment in the first place of the expenses attending said sale including usual commissions and necessary counsel fees and then to the payment of the sum due whether it be principal interest or insurance premiums or assessments then to the balance of the said debt whether the same be due or not, and the surplus if any to pay to the said Daniel H. Filler and Ellis Virginia Filler, his wife.

Witness our hands and seals.

Test; Charles Smallwood.

Daniel H. Filler (seal)
Ellis Virginia Filler (seal)

State of Maryland, Frederick County to-wit; -

I hereby certify that on this first day of March 1886 before me the subscriber a Justice of the Peace of the State of Maryland in and for the County of Frederick aforesaid personally appeared Daniel H. Filler and Ellis Virginia Filler, his wife, and did acknowledge the foregoing Mortgage to be their act, and at the same time before me also appeared John B. Thomas Agent for Dr. Warner Hobbs the Mortgage therein named and made oath in due form of law that the consideration stated in this Mortgage is true and bona fide as therein set forth.

Charles Smallwood J.P.