

This mortgage was duly executed and acknowledged by the parties, but was not lodged for record until half past 6 o'clock, P. M. of the 16th June, 1846.

Afterwards on the 11th of April, 1846; the same parties with their wives, executed a second mortgage to the same mortgagees; reciting that the former were about becoming indebted to the latter, in a sum not exceeding seventy-five thousand dollars in promissory notes and bills of exchange, and in order to secure them, every such note and bill of exchange made, accepted or indorsed by the said Hancock and Mann, and by them passed to the said Dawson and Norwood, the said mortgage was executed of the same property, and this was recorded on the 16th June, 1846, at 5 o'clock, P. M.

And on the said 16th of June, 1846, the said Hancock and Mann executed to Dawson and Norwood a third deed of mortgage, in which it was recited that the deed of the 11th of April, 1846, having been omitted by accident to be recorded in time with respect to the chattels therein specified, and the parties; the said Hancock and Mann being desirous of ratifying and confirming said mortgage and adding the additional security of their personal property, and being also desirous of securing said Dawson and Norwood, for paying all money advanced to, or paid for said Hancock and Mann, and also for all responsibilities and liabilities, which said Dawson and Norwood have entered into, or may enter into, for said Hancock and Mann, not to exceed in the whole the sum of seventy-five thousand dollars, this last mortgage was executed, and by it the parties sold and conveyed to said Dawson and Norwood all the property mentioned in the deed of the 11th of April, 1846, and all the lard, tallow, candles, and other personal property of every description, belonging to the said Hancock and Mann, at, or about the said mortgaged premises; and the said property was to be held by the mortgagees, subject to, and upon the like conditions, as are set forth and contained in the said last mentioned mortgage—and upon the further condition, that the said Hancock and Mann should indemnify and save harmless, the said Dawson and Norwood from all liabilities and responsibili-