S. Thompson of Prince Georges County Commanding them to appear in this Court at some certain day to be therein named to answer the premises and abide by & perform such decree as may be passed therein and as in duty bound will ever pray &c.

John Glenn & } Solicitors
Thomas G. Pratt } for Complainant

Exhibit No. 3

This Indenture made this Thirteenth day of October in the year of our Lord one thousand eight hundred and forty five between Smith Thompson of the State of Maryland of the one part and Francis Hollins of the City and County of Baltimore in the State aforesaid of the other part, Whereas the above named Smith Thompson being indebted to the said Francis Hollins in the sum of Five thousand three hundred and ninety six dollars and twenty five cents on account of the the purchase money agreed to be paid by the former to the latter and premises herein after mentioned or described hath passed to the said Francis Hollins five several promissory notes bearing date respectively on the ninth day of October instant the day on which said purchase was made one of them for the sum of eight hundred and forty nine dollars and six cents payable on the ninth day of January eighteen hundred and forty seven one other for eight hundred and forty nine dollars and six cents payable on the ninth day of January eighteen hundred and forty eight, one other for eight hundred and forty nine dollars and six cents payable on the ninth day of January eighteen hundred and forty nine, one other for eight hundred and forty nine dollars and seven cents payable on the ninth day of January eighteen hundred and fifty, and the other for the sum of Two thousand dollars payable at five years after date all of which notes are drawn by the said Smith Thompson in favour of the above named Francis Hollins or order the first four bearing interest from date and the remaining or last note for Two thousand dollars bearing interest payable semi annually, And whereas for the purpose of effectually securing the payment of the said principal sum of Five thousand three hundred and ninety six dollars and twenty five cents and interest according to the tenor of the promissory notes above referred to, the said Smith Thompson hath agreed to execute these presents the execution whereof being a condition precedent to the perfection and delivery of the Indenture or deed of Conveyance from the said Francis Hollins and his Mother Eliza Hollins to the above named Smith Thompson hereinafter referred to; Now this Indenture witnesseth that in consideration of the premises, and of the sum of five dollars to the said Smith Thompson paid by the above named Francis Hollins at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, The said Smith Thompson hath granted, bargained and sold aliened enfeoffed and Conveyed and by these presents doth grant bargain and sell alien enfeoff and convey unto the above named Francis Hollins his heirs and assigns All and singular the Land and premises situate and lying in Prince George County in the State aforesaid that by Indenture bearing date the Thirteenth day of

October instant and recorded or intended to be recorded among the land records of Prince Georges County aforesaid granted and Conveyed by the above named Francis Hollins and Eliza Hollins to the said Smith Thompson and therein particularly described by metes and bounds courses and distances as containing three hundred and twenty eight acres and three quarters of an acre of land more or less (being the same land described in an Indenture of mortgage from Dr. Milton Snowden and wife to Horace Capron trustee bearing date the sixth day of January eighteen hundred and forty three and recorded in Liber L.B.B. No. 6 folio 355 &c. one of the land record Books of Prince Georges County aforesaid to secure the payment of the sum of Two thousand dollars with interest quarterly and which Indenture of Mortgage is still in force), together with the buildings and improvements thereon erected made or being and the rights privileges advantages and appurtenances thereto belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof, and all the estate right title interest property claim and demand whatsoever both in law and equity of the said Smith Thompson of in unto and out of the said described property and premises, To Have and to Hold the land and premises above mentioned or described and hereby conveyed or meant or mentioned and intended so to be with the appurtenances unto the said Francis Hollins his heirs and assigns to the only proper use and behoof of the said Francis Hollins his heirs and assigns forever: Provided always and these presents are made upon this condition and it is hereby declared to be the true intent and meaning hereof, and of the said parties hereto that if the said Smith Thompson his heirs executors Administrators or assigns do and shall well and truly pay or cause to be paid unto the above named Francis Hollins his executors Administrators or assigns the aforesaid sum of five thousand three hundred and ninety six dollars and twenty five cents and interest according to the tenor of the promissory notes hereinbefore referred to then this Indenture, and every clause matter and thing herein contained shall cease determine and become absolutely void anything herein before mentioned to the contrary thereof in anywise notwithstanding, And it is hereby declared to be the understanding of the parties to these presents that until default is made in the premises it shall and may be lawful to and for the said Smith Thompson his heirs and assigns to have hold use occupy possess and enjoy the land and premises above described with the appurtenances and the rents issues and profits thereof to receive take and apply to his and their own use and benefit, In Testimony whereof the said Smith Thompson hath hereunto subscribed his name and affixed his seal on the day and year first above written,

Signed sealed & delivered } Smith Thompson (Seal)
in the presence of }
Hy. A. Thompson

State of Maryland City of Baltimore Set, Be it remembered and it is hereby certified that on this thirteenth day of October Eighteen hundred and forty five before the subscriber Chief Judge of the sixth Judicial District of Maryland personally appeared Smith Thompson