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 of 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 Georges 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 were 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 De Wilton Snowden and wife to Horace Capron Trustee bearing date the sixth day of January eighteen hundred and forty three and recorded in Liber I.B.B. No. 3 folio 345 &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 & profits thereof and all the estate right title interest property claim and demand whatsoever both at 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 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 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 any thing hereinbefore 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 in the presence of Hy A Thompson — Smith Thompson (Seal)

State of Maryland City of Baltimore Set.

Be it remembered and it is hereby certified that on this 13th day of October 1845 before the subscriber Chief Judge of the sixth Judicial District of Maryland personally appeared Smith Thompson party to the aforegoing Indenture or Instrument of writing & acknowledged the same to be his act and deed and do hereby further certify that of my own knowledge I am satisfied that Smith Thompson who has executed and acknowledged the foregoing Indenture or Instrument of writing is the person named and described as and professing to be a party therein In Testimony whereof I have hereunto subscribed my name on the day and year aforesaid, Stevenson Archer

Enrolled the 16th October 1845.

Maryland Set I hereby certify that the aforegoing Mortgage or instrument of writing is truly taken and Copied from Liber I.B.B. No. 4 Folios 284 &c. one of the Land records of Prince Georges County

In Testimony whereof I have hereto set my hand and affixed the seal of Prince Georges County Court this 19th day of May 1848. (Seal)

Jas B Brooke Clk P. G. Coty Cot

And afterwards towit on the 26th day of June 1848 the Chancellor passed his Decree in the said Cause which was duly enrolled in the words following towit.

Francis Hollins vs Smith Thompson & Horace Capron — In Chancery March Term 1848.

This cause standing ready for hearing and being submitted the bill, answer and all the other proceedings were by the Chancellor read and considered Whereupon it is on this 26th day of June in the year 1848 by John Johnson Chancellor and by the authority of this Court adjudged ordered and decreed that unless the defendants shall on or before the 26th day of July next pay to the Complainant or bring into this Court to be paid to him the amount of his Claim as stated in the proceedings with the Interest due thereon together with the costs of this suit the mortgaged property in the proceedings mentioned shall be sold that John Glenn be and he is hereby appointed trustee to make said sale, and that the course and manner of his proceedings be as follows, He shall