-ledging this present instrument of writing on or before the twenty fifth day of July in the year Eighteen hundred and thirteen and shall and will also well faithfully pay or cause to be paid unto the said President Directors and Company of the said Bank all and every other or further sum or sums of money which shall become justly due and owing to them by the said Jacob Gibson at any time or times after the execution of these present and before the expiration of six months from the date hereof by or before the period or periods limited for the payment thereof then this present Indenture and every clause article and and agreement therein contained shall cease and determine and be utterly void and of no effect, and the said Jacob Gibson for himself his heirs executors and administrators doth hereby covenant grant and agree to and with the said President Directors & Company of the farmers Bank of Maryland their successors and assigns that in case the aforesd sum of money or any part thereof or any other or further sum or sums of money to become due and owing as aforesd shall be behind and remain unpaid at the time or times respectively limited for the payment thereof it shall and may be lawful for the said President Directors and Company of the Farmers Bank of Maryland their successors or assigns and they are hereby expressly authorised and empowered upon sixty days notice having been given in the newspaper published at Easton to expose to public sale the lands and tenements aforesd with the appurtenances or so much thereof as shall be necessary and sufficient for the payment of the aforesd sum of money and the interest remaining due thereon and for the payment of any other or further sum or sums of money to become due and owing as aforesd and intended to be secured by virtue of these presents, and also for the payment of the charges and expenses of every kind attending and incurred by the said sale; and the lands and premises so exposed to sale to bargain and sell to the highest bidder for ready money or upon such credit as the said President, Directors & Company shall think proper and to grant and convey according to law the lands and premises with the appurtenances so to be sold to the purchaser or purchasers thereof for such estate and interest therein as shall be sold by them and from the proceeds of such sale to pay the amount of all such debts and sums of money as shall be due & owing to them by the said Jacob Gibson and shall remain unpaid as aforesd together with all the interest due thereon and all the costs and expenses aforesaid and the residue if any to be by them faithfully deposited in the Branch Bank at Easton subject to the order of the said Jacob Gibson his heirs executors administrators or assigns In witness whereof the said Jacob Gibson hath hereunto set his hand and affixed his seal the day and year first above written,

Jacob Gibson (Seal)

Sealed & delivered in the presence of Wm. Thomas, Wm. Jenkins

The State of Maryland } Be it remembered that on the twenty
Talbot County Towit } fifth day of May in the year 1848 Jacob Gibson of Talbot County party to the foregoing Indenture personally appeared before us the Subscribers being two of the Justices of the peace of the said State in and for the County aforesd and acknowledged the same Indenture to be his act and deed and the lands and tenements therein mentioned to be the right and estate of the President Directors

and Company of the Farmers Bank of Maryland and their successors according to the form and effect of the same Indenture and agreeably to the act of assembly in such case made & provided.

In Testimony whereof we have hereunto set our hands the day and year aforesd.

Wm. Thomas
Wm. Jenkins

State of Maryland Talbot County Towit I hereby certify that the within deed of mortgage is truly taken and copied from Liber L.L. No. 36 folios 446, 447, 448 & 449 one of the Land Record Books of Talbot County

In Testimony whereof I hereto subscribe my name and affix the seal of Talbot County Court this 9th day of October eighteen hundred and forty six (Seal)

James Parrott Clerk of Talbot County Court

Search & Copy with Cert & seal $1.65.

X.Y.

Filed under Commission in the suit of Mrs. Rebecca Gibson agt the Bank and others

Jany 28th 1848. J. Bozman Kerr

The Bank rented to Fayette Gibson the farm called Marengo at an annual rent to equal in amount the interest on the whole sum due, This Contract was made on the 28th of March 1839 at which time Gibson became tenant there was due at that time $13,739.55 On this sum the interest is to be calculated to the 28th of September 1839 at which time Gibson paid in two quarters rent,

6 Months interest to 28th September 1839 ..... $412.18
By Cash paid for 2 quarters rent on that day 412.18

Since the period above mentioned Mr. Gibson has never paid one dollar for rent Consequently there will be due the interest on the whole sum from the 28th September 1839 to the 1st of January 1841 which is the time Mr. Owen became responsible for a part of the debt.

Interest on $13,739.55 from 28th September 1839 to 1st of January 1841 2 yrs 3 mos & 4 ds $1,864.02

On the 1st of January 1841 Mr. Owen assumed of the original debt the sum of $7,723.47 which deducted from $13,739.55 would leave a balance of principal due by Gibson on the 1st of January 1841 of $6,016.08 on which the interest is to be calculated to the 1st of January 1848

Interest on $6,016.08 from 1st January 1841 to 1st January 1848 — 7 years $2,526.75

Due Fayette Gibson for rent on 1st Jany 1848 $4,390.77

There appears therefore to be due by Fayette Gibson for rent on the 1st January 1848 ..... $4,390.77
To which add the amount of principal due as stated above 6,016.08
Due from Gibson to the Bank on the 1st Jany 1848 $10,406.85

The execution of this Commission appears by certain schedules thereunto annexed —

J. Bozman Kerr (Seal)

And the said cause thus standing was continued until the next Term of the said Court at which next Term towit March Term 1848 came the said Complainant Samuel Chew by his Solicitor aforesaid and filed in the said cause his Bill of Revivor against Mary C. Gibson widow Rebecca