of the General Assembly of the State aforesaid passed at December Session one thousand Eight hundred and thirty three Chapter 181 entitled "An act relating to Mortgages, and further it is Hereby declared that this conveyance is made subject to the provisions of an act of the General Assembly of Maryland passed at December Session one thousand Eight hundred and thirty six entitled "an act relating to mortgages in the City of Baltimore and in case of default being made in payment of the aforesaid principal sum and interest or any part thereof at the times limited for the payment thereof the said Elizabeth Osborne doth hereby authorize and empower the said Samuel H. Goldsmith and his representatives to sell and dispose of the hereby mortgaged property and premises or such parts thereof as may be necessary for satisfying and discharging the aforesaid mortgaged debt and interest or so much thereof as may remain unpaid and all costs and expenses of sale in accordance with the provisions of the Act of Assembly last above referred to, And lastly it is hereby declared that until default be made in the payment of the principal sum or interest as aforesaid it shall and may be lawful notwithstanding anything hereinbefore contained to the contrary for the said Elizabeth Osborne her heirs executors ~~or~~ administrators and assigns to hold use occupy possess and enjoy all & singular the estate and property hereby mortgaged and the clear rents issues and income thereof & receive and take and the same to apply to her and their own use.

Memorandum. This conveyance is made subject to three mortgages from the said Elizabeth Osborne that is to say one to Sarah Truitt dated the third day of August 1841 and recorded among the Land records of Baltimore County aforesaid in Liber J.K. No 311. folio 202 &c of and for the parcel of leasehold ground and premises hereinbefore fourthly described for securing the payment of the sum of one thousand two hundred dollars and interest one other to Levi Benjamin bearing date the ninth day of April one thousand eight hundred and forty two and recorded among the Land Records aforesaid in Liber J.K. No 318 folio 468 &c of and for the parcel of fee simple ground and premises fifthly above described for securing the payment of the sum of Three thousand dollars and interest both of which mortgages are in full force and unsatisfied and the other one of said mortgages to John T. Donnell and others dated the twenty Eighth day of May one thousand eight hundred and forty and recorded among the records aforesaid in Liber J.K. No 299. folio 174 &c of and for the ground and premises herein before sixthly described for securing the payment of the sum of money therein expressed and interest upon which said last mentioned mortgage there remains owing and unpaid the sum of one thousand five hundred and forty five dollars only or thereabouts. In Witness whereof the said Elizabeth Osborne hath hereunto subscribed her name and affixed her seal on the day and year first above written.

Signed sealed and delivered in the presence of. Sd. P. Heath. T. Hanson Belt.

Elizabeth her X mark Osborne (Seal)

Received on the day of the date of the foregoing Indenture from Samuel H. Goldsmith the party of the second part thereto the sum of one dollar lawful money the consideration

within expressed to be paid by him to me.

Witness. James P. Heath. Elizabeth her X mark Osborne

State of Maryland, City of Baltimore Sct. Be it remembered and it is hereby certified that on this twenty fifth day of November in the year of our Lord 1842 before the subscribers two Justices of the Peace of the State of Maryland in and for the City of Baltimore aforesaid personally appeared Elizabeth Osborne she being known to us to be the person who is named and described as and professing to be the party of the first part to the foregoing Indenture and doth acknowledge the said Indenture or Instrument of writing to be her act and deed. In Testimony whereof we hereunto subscribe our names on the day and year aforesaid. Jas. P. Heath. T. Hanson Belt.

Received to be recorded the 26th day of November 1842 at 1/4 before 12 O'Clk. same day recorded and examined. Jno. Thos. Kile Clerk.

In Testimony that the aforegoing is a true copy taken from Liber J.K. No. 325. Folio 368. &c. one of the Land Records of Baltimore County. I hereto set my hand and affix the seal of Baltimore County Court this 17th day of July 1845. (Seal) A. W. Bradford Clerk.

Exhibit No 3. Filed by Complainant the 18th September 1857. Jno. Carrere Comr.

Elizabeth Osborne deed to Samuel H. Goldsmith

This Indenture made this Sixteenth day of February in the year of our Lord one thousand Eight hundred and forty four between Elizabeth Osborne of the City and County of Baltimore in the State of Maryland of the one part and Samuel H. Goldsmith of the same place of the other part. Whereas by Indenture bearing date the twenty fifth day of November 1842 made between the said Elizabeth Osborne of the one part, and the said Samuel H. Goldsmith of the other part recited, that the party of the first part was and stood indebted unto the party of the second part in the full and just sum of twenty one thousand five hundred dollars lawful money, for which sum the former had passed to the latter a promissory note of even date therewith drawn by the said Elizabeth Osborne in favor of the said Samuel H. Goldsmith or order payable at or before the expiration of five years after date with legal interest thereon in the meantime payable semi-annually, and that in order more effectually to secure the payment of the said sum of Twenty one thousand five hundred dollars and interest in manner aforesaid that Indenture was executed. It is witnessed that the said Elizabeth Osborne did grant, bargain and sell alien enfeoff, convey, assign, transfer, and make over, unto the said Samuel H. Goldsmith, his heirs, executors, administrators and assigns. All that piece or parcel of ground, situated and lying in the City of Baltimore aforesaid, which is contained within the metes and bounds, courses and distances following, that is to say; Beginning for the same on the line of the South side of Batt. Street at the distance of fifteen feet westerly from an alley ten feet wide said alley being the eastern boundary of the whole ground leased by Francis T. Mitchell to Charles Hogg, and running thence westerly bounding on the South side of Batt. Street fifteen feet thence southerly parallel with Davis formerly Read Street