And your Orators will ever pray &c. V. W. Randall
Solicitor for Complainants

The following is the indenture of Mortgage marked Exhibit mentioned and referred to in the foregoing Bill of Complaint, to wit;

This Indenture made this Seventeenth day of February in the year of our Lord one thousand Eight hundred and twenty one by and between John Keller of Washington County State of Maryland of the one part and Andrew Newcomer of the County and State aforesaid of the other part. Witnesseth, that whereas the said John Keller by his sundry Bonds or obligations duly Executed bearing date as follows, one note or bond dated the eight January AD eighteen hundred and nineteen for two hundred and ninety three dollars forty cents payable the first April ensuing that date, one bond dated the eight January Eighteen hundred and nineteen for two hundred and ninety three dollars and forty cents payable the first day of April Eighteen hundred & twenty one note dated the eight January eighteen hundred and nineteen for the sum of two hundred and ninety three dollars forty cents payable the first day of April eighteen hundred and twenty one, one note dated the first day of August eighteen hundred and twenty for the sum of Three hundred and thirty dollars and seventeen cents payable on demand with interest from date, stands bound unto the said Andrew Newcomer his Executors, administrators for said bonds or notes and their several amounts of money with the legal interest for the same as by the said bonds & notes may more fully appear. Now this Indenture witnesseth that the said John Keller in consideration of the said debt or debts or several sums aforesaid owing to the said Andrew Newcomer as aforesaid and for the better securing the payment thereof with interest to the said Andrew Newcomer his Executors administrators or assigns according to the said notes & bonds and also in consideration of the further sum of five dollars current money of the United States to him the said John Keller by the said Andrew Newcomer in hand well and truly paid at or before the sealing and delivery of these presents, the receipt whereof the said John Keller doth hereby acknowledge, hath, granted bargained, sold released and confirmed and by these presents doth grant, bargain, sell, release and confirm unto the said Andrew Newcomer and to his heirs and assigns all that tract or parcel or parcels of land, situate lying and being in the County aforesaid. Beginning for said land at the end of two perches on the eight line of a deed from Andrew Newcomer to John Weimer for part of the same parcels of land and running thence South forty degrees East six perches to the end of the twenty third line of a tract of land called the resurvey or discontent then reversing said line North twenty six degrees East four perches then leaving said line and running South sixty five degrees East one perch North twenty six degrees East ninety six perches then North sixty five degrees East one perch to the twenty second line of the resurvey or discontent then North Eleven degrees East fourteen perches to a stone North seventy two and half degrees East thirty one perches. North thirty two degrees East twenty five perches to the end of the ninth line of a tract of land

called McCays discovery then North thirty two degrees East ninety perches to the last and closing line of "Harrods profit" then with said closing line to a white oak tree to the beginning of Harrods profit and from thence with a straight line to the place of beginning containing and now laid off for fifty five acres of land more or less. To have and to hold the said tract of land and every part and parcel thereof with the appurtenances thereunto belonging unto the said Andrew Newcomer his heirs or assigns to the only proper use and behoof of the said Andrew Newcomer his heirs or assigns forever, and to and for no other use intent or purpose whatsoever. Provided always and it is hereby intent and meaning of these presents and of the said parties hereunto that if the said John Keller his heirs, executors or administrators do and shall well and truly pay or cause to be paid unto the said Andrew Newcomer his executors, administrators or assigns the said several notes with their several sums thereon mentioned money as aforesaid with legal interest for the same as aforesaid mentioned and at the time due or before the first day of April eighteen hundred and twenty six in particular without any deduction or abatement whatsoever then and from thence forth these presents and every matter and thing therein contained shall be utterly null and void any thing herein contained to the contrary notwithstanding. And the said John Keller for himself his heirs, executors and administrators, doth covenant, promise grant and agree to and with the said Andrew Newcomer, his executors administrators and assigns in manner following that he the said John Keller his heirs executors or administrators or some of them shall will, well and truly pay or cause to be paid unto the said Andrew Newcomer his heirs executors, administrators or assigns the sums mentioned in the said several notes with the interest thereon as aforesaid on the days before limited for payment thereof without any deduction or abatement whatsoever as afor^d, and that the said granted and released premises now and at all times from and after default shall happen to be made of or in payment of the said several sums mentioned in said several notes and interest aforesaid or any part thereof shall forever remain and continue free and clear and freely and clearly acquitted and discharged of and from all manner of former and other gifts, grants, bargains, sales, mortgages, judgements, charges or incumbrances whatsoever heretofore made committed, done or suffered by him the said John Keller and that the said Andrew Newcomer his heirs and assigns shall and may from time to time and at all times after default shall happen to be made in payment of the said several sums mentioned in said notes and interest as aforesaid or any part thereof peaceably and quietly have, hold, occupy, possess and enjoy all and singular the premises with the appurtenances and every part and parcel thereof, without let, hindrance, molestation, interruption or disturbance of him the said John Keller his heirs or assigns or any other person or persons lawfully claiming any Estate, Right, title, interest of or in the said hereby granted property and released premises or any part thereof shall and will at any time or times after such default made in payment as aforesaid make and execute