June Term 1862

appear in this Court at some certain day to be therein named to answer the premises and to abide by and perform such Decree as may be passed therein and as in duty bound your Orator &c

Jno. Nevins & Johnson Solicitors for Complts

Exhibit No 1 At the request of John H. I. McPherson and William D. Thomas the Following Mortgage was Recorded January 29th 1856 Rec'd 2 stamp duty Test Edward Shriver Clk.

This Indenture made this 25 day of January in the year 1856 by and between George W. Copeland and Mary Ann E. Copeland his Wife of Frederick County State of Maryland of the one part and John H. I. McPherson and William D. Thomas of the City of Baltimore State of Maryland of the other part Witnesseth that Whereas the said George W. Copeland being indebted to the said John H. I. McPherson and William D. Thomas as partners for money paid by them for the use of said George W. Copeland and by drafts drawn by said McPherson and Thomas upon said Copeland and accepted by said McPherson and Thomas amounting in money paid and drafts accepted to the sum of Three thousand Five hundred dollars and being desirous of securing to the said McPherson and Thomas the said sum of money the said George W. Copeland and Mary A. E. Copeland his Wife have agreed to execute these presents. Now This Indenture Witnesseth that the said George W. Copeland and Mary Ann Copeland his Wife for and in consideration of the above recited premises as well as of the further sum of five dollars to them in hand paid at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged having given bargained and sold aliened enfeoffed released conveyed and confirmed and by these presents do give grant bargain sell alien enfeoff release and confirm unto the said John H. I. McPherson and William Thomas their Heirs and assigns all the fee simple estate of and in the land situate in Frederick County State of Maryland being part of Lot No 10 in of the grant divisions of Carrollton Manor containing 27 acres two roods and 25 perches of land more or

June Term 1862

Less and contained within the courses and distances Metes and bounds set forth in the deed hereto for Executed by William C. Hoffman and wife to said Mary E. Copeland dated on the 4 day of April 1853 and Recorded in Liber E.S. No 4 folio 99 &c one of the Land Records of Frederick County Together with all the Buildings improvements waters water courses privileges and appurtenances thereto belonging or in any wise appertaining To Have and to hold the said fee simple estate of land and premises above described with their appurtenances unto the said fee simple estate of land and premises above described with their appurtenances unto the said John H. I. McPherson and William D. Thomas their Heirs and assigns forever provided always and this is the intent and meaning of these presents and of the parties hereto that if the said George W. Copeland his Executors administrators or assigns shall well and truly pay to the said John H. I. McPherson and William D. Thomas as partners as aforesaid the sum of three thousand five hundred dollars and shall save them harmless from all loss as accommodation acceptors of any drafts drawn by said George W. Copeland on said McPherson and Thomas and shall pay such drafts when due and shall cause before the 1st day of the September 1856 payment to said John H. I. McPherson and William D. Thomas as partners aforesaid all money heretofore paid by them for said Copeland or which they may be compelled as acceptors of drafts to pay for said Copeland to be accounted for leaving their aforesaid five hundred dollars then these presents to be void otherwise to be and remain in full force and virtue.

In testimony Whereof the said George W. Copeland and Mary Ann E. Copeland his Wife have hereunto set their hands and seals on the day and year first above written.

Signed sealed and delivered in the presence of } George W. Copeland (Seal) Mary A. E. Copeland (Seal)

Which is thus endorsed, State of Maryland Frederick County ss. Be it remembered and it is hereby certified that on this 25 day of