and duly recorded in Liber G. H. C. No 21 folio 429 &c was conveyed and assigned by Nicholas Lehman to the said John Jenkins, subject to the payment of the yearly rent of one cent if demanded, but no more; All of which property is subject to the legal operation of a Mortgage heretofore executed by the said parties of the first part, to and in favor of the said Frederick Dawson, and duly recorded made to secure the payment of two promissory notes drawn in favor of said Frederick Dawson order, that is to say, one for 3000 dollars, dated 1st April 1858 payable four years after date and the other for 2000 dollars, dated 1st April 1859, payable three years after date; both notes bearing interest payable semi annually; said notes being unsatisfied and the mortgage aforesaid in full force: Together with the improvements thereon and the rights and appurtenances, thereto belonging; And all the estate, right, title interest and equity of redemption of the said parties of the first part, and each of them therein and thereto.

To have and to hold the property and premises, above described with the rights and appurtenances aforesaid unto the said Frederick Dawson, his heirs, executors, administrators and assigns, in as full ample and beneficial a manner, as the said parties of the first part, might or could have held the same, if these presents had never been executed. Provided that if the said John Jenkins, or any person in his behalf, shall at the maturity of the within recited promissory note, pay to the said Frederick Dawson, his personal representatives or assigns the above mentioned sum of fourteen hundred dollars and do and shall in the meantime pay the legal interest on said sum semi-annually, until the said principal sum shall be paid agreeably to the tenor of said note then this mortgage shall be void. Provided further, that until default of payment the said John Jenkins shall possess the premises hereby mortgaged, and provided also, that if default be made in payment of the money aforesaid, or of the interest thereon, at the time and in the manner aforesaid, then it shall be lawful for said Dawson, or his assigns, to sell the said mortgaged premises (at such time and place as he may think fit) by public auction, upon the following terms; one third part of the purchase money to be paid in cash, and the balance in two equal instalments, at six and twelve months with interest thereon, from the day of sale, having first given at least three weeks public notice, by advertisement, in not less than two newspapers published, one in Baltimore County and one in Baltimore City, (of the time, place, manner and terms of sale) to pay the said debt, and the surplus if any, over to the said mortgagors. And the said Mortgagors covenant that they will pay the mortgage debt aforesaid, with interest thereon in manner aforesaid, And also, will when required, pay the taxes and assessments of every kind, on the property hereby mortgaged and also the taxes on the debt hereby secured to the person or persons

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legally authorized to collect and receive the same.

Witness the hands and seals of the said John Jenkins and Tabitha his wife on the day and year first above written

Signed and sealed, in the presence of
N. B. The interlineation between the 10th and 11th lines from the top of the first page in reference to the payment of interest having been first made
Frederick Jenkins F. G. Waltemeyer

John Jenkins {Seal}
Tabethey Jenkins {Seal}

State of Maryland Baltimore County S.S:

I hereby certify, that on this eighteenth day of April in the year one thousand eight hundred and sixty one, a Justice of the Peace of the State of Maryland, in and for Baltimore County aforesaid, personally appeared John Jenkins and Tabitha Jenkins his wife and severally acknowledged the foregoing Mortgage to be their act. And I further certify that at the same time, before me also personally appeared Frederick Dawson, the mortgagee within named and made oath in due form of law that the consideration set forth in in the foregoing deed of Mortgage is true and bona fide, as therein set forth. Witness my hand the day and year aforesaid

F. G. F. Waltemeyer J.P.

Recorded on the 23rd day of April 1861. and examined per Geo. H. Carman, Clerk

State of Maryland, Baltimore County. To wit:

I hereby certify, that the aforesaid is a true copy taken from Liber G. H. C. No. 15, folio 199 &c One of the Mortgage Records of Baltimore County. In testimony whereof I hereto set my hand and affix the seal of the Circuit Court for Baltimore County this 3th day of September A.D. 186

Seal's Place

Geo. H. Carman Clerk
of the Circuit Court for Baltimore County

"Exhibit C."

$3000 & Int. Baltimore 1st April 1858

Four years after date I promise to pay to the order of Frederick Dawson Three thousand — 00/100 Dollars, with interest thereon semi-annually, for value Received

No 1 Due Apl 4th 62 John Jenkins
Endorsed. Fred. Dawson Int recd. to 1/4 Oct. 59. F. D.

"Exhibit D"

$2000. & Int. Balto. 1st April 1859

Three years after date I promise to pay to the order of Frederick Dawson Two thousand — Dollars 00/100 with interest thereon semi annually, for value received

No. Due Apl. 4/62 John Jenkins
Endorsed Fred. Dawson. Int recd. to 1/4 Oct. 59