July 31, 1855 This Indenture made this 11 day of July 1855 Between Peregrine Fitzhugh of the one part and Sophia Fitzhugh of the other part both of Frederick County Whereas the said Sophia Fitzhugh (together with a certain Sarah M Fitzhugh) is surety for said Peregrine Fitzhugh in a Note dated the 11 day of July 1855 payable 12 months after date to John Johns for four thousand dollars and Whereas the said P Fitzhugh is anxious to render secure his said surety against all loss, Now this Indenture Witnesseth that the said P Fitzhugh for and in consideration of the premises and also of one dollar current money to him in hand paid by the said Sophia Fitzhugh at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged hath granted bargained and sold and by these presents doth grant bargain and sell unto the said Sophia Fitzhugh her executors administrators and assigns, Six Wagons 40 Mules 6 horses and the harness and gearing belonging to said Mules, all of which property is now in the possession of the said P Fitzhugh at Catoctin Furnace, To have and to hold said Chattels or property to the said Sophia Fitzhugh her executors administrators and assigns forever, Provided always and it is the true intent and meaning of these presents that if the said P Fitzhugh shall pay said Note or any renewal thereof when demanded by law or in case to demand by the said Sophia Fitzhugh by her suretyship aforesaid, then these presents and every matter and thing therein contained shall cease determine and be utterly null and void In Witness Whereof the said P Fitzhugh has hereunto set his hand and seal the day and year first above written.

Peregrine Fitzhugh

John B Seibert.

Which is thus endorsed viz State of Maryland Frederick County to Wit

I Be it remembered that on this 11 day of July 1855 before the subscriber a Justice of the peace of the State of Maryland in and for Frederick County aforesaid personally appeared Peregrine Fitzhugh and acknowledged the foregoing indenture or instrument of writing to be his act and deed and at the same time and place also appeared Sophia Fitzhugh the Mortgagee in the said indenture named and made oath that the consideration set forth in the said Mortgage is true and bona fide as therein set forth. In Witness whereof I hereunto subscribe my name on the day and year aforesaid

John B Seibert

Truecopy Test J B G Fitzhugh Clerk

Exhibit A No 5

This Mortgage made this 9 day of October in the year 1856 Between Peregrine Fitzhugh of Frederick County in the State of Maryland of the one part and Sophia Fitzhugh and Sarah Margaret Fitzhugh of the said County of the other part Whereas by virtue of the deeds of Mortgage hereinafter duly executed acknowledged and Recorded among the Land Records of Frederick County aforesaid the said Sophia Fitzhugh and Sarah Margaret Fitzhugh are severally entitled to liens upon the property hereby conveyed to them by said Peregrine Fitzhugh to secure the payment of the sums of money in the

said Deeds of Mortgage mentioned and Whereas at the instance and request and for the accommodation of the said Peregrine Fitzhugh the said Sophia Fitzhugh and Sarah M Fitzhugh did unite in a deed of Mortgage to the Farmers and Mechanics Bank of Frederick County whereby the lien and operation of the said lien last hereinbefore recited Mortgages was postponed in favour of said Bank to the extent of 4600.59, and Whereas the said Sophia Fitzhugh at the request and for the use and accommodation of the said Peregrine Fitzhugh has become a party either as drawer or endorser to various promissory Notes not exceeding in the whole the amount of ten thousand dollars and has agreed to sign and endorse the same by way of renewal from time to time as the said Peregrine Fitzhugh may desire but not for a longer period in the whole than two years from this date, And Whereas the said Sarah Margaret Fitzhugh is likewise a party to and on said promissory Notes drawn for the accommodation of the said Peregrine Fitzhugh or for his use and which may in like manner be renewed from time to time for a like term but not exceeding in amount ten thousand dollars, And Whereas at the time of the rearing or strengthening of the liens of the said Mortgages and at the time of the signing and endorsing of the said Notes it was agreed by the said parties that the said Sophia and Sarah Margaret should be respectively indemnified and secured against any loss or damage by reason of granting such aid and accommodation to said Peregrine Fitzhugh Wherefore this Instrument is executed, Now this deed of Mortgage and Bill of Sale Witnesseth that in consideration of the premises hereinbefore recited and of the sum of five dollars heretofore paid before the sealing and delivery by the said parties of the second part respectively to the said party of the first part the receipt whereof is acknowledged the said Peregrine Fitzhugh hath granted and conveyed and by these presents doth grant and convey unto the said Sophia Fitzhugh and Sarah Margaret Fitzhugh their Heirs and assigns all those tracts of land lying in Frederick County aforesaid constituting the Catoctin Furnace property and containing eight thousand acres more or less which were granted and conveyed to the said Peregrine Fitzhugh his Heirs and assigns by John McPherson by deed bearing date the 14 day of April in the year 1843 and Recorded among the Land Records of Frederick County in Liber H.S. No 19 folio 213 &c And further to secure and indemnify the said Sophia Fitzhugh and Sarah Margaret Fitzhugh their Heirs executors and administrators from loss or damage by reason of the postponing of their rights under the said Mortgage or by reason of their liabilities on said Notes or any of them the said Peregrine Fitzhugh doth for the like consideration grant bargain and sell unto the said Sophia Fitzhugh and Margaret Fitzhugh and their personal representatives all the personal property of every description at the said Furnace or upon the lands hereinbefore mentioned and belonging to the said Peregrine Fitzhugh Provided nevertheless that if the said Peregrine Fitzhugh shall from time to time and all times hereafter save harmless and keep indemnified the said Sophia Fitzhugh and Sarah Margaret Fitzhugh and each of them from any loss or damage by reason of the postponing of their rights under said Mortgages so that the security intended to be afforded to them by the said Mortgages shall