said Leonard Hollyday Junr doth further covenant promise and agree to and with the said Benjamin Mackall Senr his heirs Executors Administrators and Assigns by these presents that he the said Leonard Hollyday Junr his heirs Executors Administrators and Assigns against all and every person and persons whatsoever shall and will warrant and for ever defend by these presents Provided nevertheless and it is agreed by and between all and every of the parties to the said presents that if the said Leonard Hollyday Junr his heirs Executors Administrators or Assigns do and shall well and truly pay or cause to be paid unto the said Benjamin Mackall Senr his heirs Executors Administrators or Assigns on or before the first day of September in the year one thousand seven hundred and ninety four the sum of two thousand one hundred and seventy nine pounds fourteen shillings and one penny current money with legal interest for the same that then these presents shall be void and discharged from any claim that he the said Benjamin Mackall Senr might or shall have by these presents In witness whereof the said Leonard Hollyday Junr hath hereunto set his hand and seal the day and year first above written

Signed Sealed and delivered in presence of Jo Wilkinson
Lewd Mackall

Leonard Hollyday Junr (seal)

On the back of which mortgage was thus endorsed to wit April the second 1794 Then came before us the subscribers two of the Justices of the peace for Calvert County the within named Leonard Hollyday Junr and acknowledged the within Indenture to be his act and deed and the lands and premises therein mentioned to be the right and Estate of the within named Benjamin Mackall his heirs and Assigns forever And at the same time came Amelia wife of the

said Leonard Hollyday Junr who being by us privately examined out of the hearing and presence of her said husband freely acknowledged that she gave up all her right and title of dower to the within land and premises to the said Benjamin Mackall his heirs and Assigns for ever without any threats or fear of the displeasure of her said husband taken and acknowledged before us the day and year before written

Jo Wilkinson
Lewd Mackall

Received the second day of April 1794 of Benjamin Mackall Esquire the sum of two thousand one hundred and seventy nine pounds fourteen shillings and one penny Current money being the full consideration money for the within bargained land and premises

Witness Jo Wilkinson

Leonard Hollyday Jr

State of Maryland Calvert County to wit I certify that the within and foregoing is a true Copy from Liber No 2 folio 534 & 5 one of the land record Books for said County In Testimony whereof I have hereunto subscribed my name and affixed the public seal of the County this 28th day of May Anno Dom 1802

(seal of Calvert County Court)

James Morsell Clk of Calvt County Ct

Whereupon the Defendant by his Counsel prayed the opinion of the Court and their direction to the Jury that the plaintiff was not competent to recover by reason of the mortgage aforesaid unless the plaintiff could shew that the said mortgage had been satisfied previous to the time of bringing the Ejectment in this cause And the Court were of opinion that the said mortgage created a Legal estate in the said Lands in Benjamin Mackall Senr the mortgagee and his heirs and that plaintiff in this Ejectment cannot recover unless the said Plaintiff proved the said mortgage was satisfied previous to the bringing this Ejectment to which opinion of the Court