

hundred and sixty by William Beam and Ann Beam, Whitepeth, that in consideration of the sum of two hundred dollars with interest thereon from this date and payable in two years from this date, with the interest payable annually now advanced to William Beam & Ann Beam his wife, by Geo. H. Johnson, the said William Beam and Ann Beam his wife, for and in consideration of the above sum doth grant unto the said Geo. H. Johnson, the following described real Estate, viz; all that lot or parcel of land which she obtained from John Young by deed bearing date on the 16th day of January 1854, situate and lying on the West side of South Street in Mechanicstown in said County adjoining the lot of said Johnson, G. Picking, Jr. P. Gilliat and a public Alley opened: & provided that if the said William Beam and Ann Beam his wife, shall pay on or before the tenth day of August 1855, to the said George H. Johnson the sum of two hundred dollars with the interest thereon from this date, then this mortgage shall be void, provided nevertheless, and it is hereby covenanted and agreed by the said William Beam and Ann Beam his wife, that if default shall be made in the payment of the money aforesaid, or the interest thereon, at the time and in the manner aforesaid, then it shall be lawful for the said George H. Johnson, his Executors, administrators or assigns, to sell the above mortgaged premises, and all the estate, right, title and interest, property, claim and demand at law and in Equity, both of the said George H. Johnson, and the said William Beam and Ann Beam his wife, and all those claiming by and from or under each of them, in and to the said mortgaged premises and part thereof, in manner following, that the said George H. Johnson his Executors, administrators or assigns, shall give public notice in one of the newspapers of Frederick County and by bills in the vicinity of the premises at least thirty days before the sale, and the terms shall be one half in hand and the balance in one year from day of sale, and after making such sale and receiving the purchase money therefore agreeable to the terms of sale to convey the Estate, property and interest so sold, and all the claims of the said parties in and to the same to the purchaser or purchasers his, her or their heirs or assigns as fully and effectually as the said William Beam and Ann Beam his wife, had and conveyed the said mortgaged premises immediately before the execution of these presents, and the money arising from the said sale to apply first to the expenses attending said sale, allowing ten per cent commission on the amount of sale, and other incidental expenses, then to pay off the debt and interest thereon, and the surplus if any to be paid over to Ann Beam, the wife of the said William Beam, her Executors, administrators or assigns,

Witness our Hands and seals, &

Geo. H. Johnson

William Beam

[Seal]

Ann Beam

[Seal]

Maryland Frederick County

I hereby certify, that on the tenth day of August in the year of our Lord one thousand eight hundred and sixty before the undersigned one of the Justices of the Peace of the State of Maryland in and for Frederick County, personally appeared William Beam and Ann Beam his wife and acknowledged the foregoing mortgage to be their respective acts and at the same time appeared Geo. H. Johnson the mortgaged and made oath on the Holy Evangelists of Almighty God that the consideration in said mortgage is true and lawful as therein set forth.

Acknowledged and sworn before,

Geo. H. Johnson

Public Sale

By virtue of a Power vested in me by mortgage, dated on the 10th day of August 1855, executed by William Beam and Ann Beam his wife, I will offer public sale, on the premises, situate in Mechanicstown, Frederick County, State of Maryland, on Saturday, the 16th of September 1855, at 10 o'clock

Audit