


 This Mortgage made this Sixteenth day of November in the year Eighteen Hundred and Sixty four, by us John Hooper and Catharine Hooper his wife, of Frederick County State of Maryland, Witnesses, whereas I John Hooper, together with Thomas Hooper as my security, by our joint and several promissory note, dated on the Sixteenth day of November Eighteen hundred and sixty four, and payable Ninety days after date to Lewis Rausbergh Secretary or Order, and by him endorsed to and now held by the Frederick Town Savings Institution, stand indebted to the said Frederick Town Savings Institution, in the sum of One Hundred and Ninety dollars, and to secure the payment of the said sum of money, in said note specified at the maturity thereof, and also the payment of any sum of money, that may be specified in any note or notes given in renewal of the said note, when such renewal or renewals may become due and payable, and all interests that may accrue thereon; and also to indemnify and save harmless the said Thomas Hooper from all liability or account of his co-signature on said note and on any note in renewal thereof, we the said John Hooper and Catharine Hooper, do grant in fee simple unto the said Thomas Hooper, all that lot or parcel of ground and premises, lying and being in Frederick City in the County and State aforesaid, situated at the East end of South Street and on the south side thereof, together with all the buildings and improvements thereon and all the rights privileges and appurtenances, thereunto belonging, on in any wise appertaining, being the same lot or parcel of ground which was conveyed to the said John Hooper, by Thomas Hooper and William Hooper, Executors of the last will and testament of John Hooper late of Frederick County deceased by deed dated on the twenty fourth day of January, Eighteen hundred and fifty six, and recorded in Liber B. G. F. No. 2. folio 56 &c. One of the Land Records of Frederick County, as by reference to said deed will fully and at large appear, Provided that if I the said John Hooper shall pay, or the said Catharine Hooper shall pay to the said Frederick Town Savings Institution, the sum of money specified in the said promissory note at maturity, or if renewed, shall pay the sum of money specified in such renewal note, at maturity, when payment thereof shall be demanded by the said Frederick Town Savings Institution, and shall also pay all interest that shall accrue thereon, and thereby release and exonerate the said Thomas Hooper from the payment thereof, or any part thereof, then this Mortgage shall be void. But if default shall be made by one the said John Hooper, in the payment of the said sum of money in the above recited note specified at maturity or in the payment of any sum of money that may be specified in any note or notes given in renewal thereof when the same shall become due and payable, and payment thereof shall be demanded by the said Frederick Town Savings Institution, or in the payment of the interest that may accrue thereon, then it may and shall be lawful for the said Thomas Hooper, and he is hereby authorized and empowered, to sell the hereby Mortgaged property at the Court House Door, in Frederick City, by public Auction, to the highest bidder, for Cash, or upon such credit as he shall think proper, after having first given at least three weeks public notice of the time, place, manner and terms of sale, by advertisement in one or more of the newspapers published in Frederick County, at least once in each of three successive weeks prior to the day of sale, to pay first, all costs and expenses incident to such sale together with such commission to himself as trustee, as is usually allowed to trustees for the sale of real estate, under decrees in Courts of Equity & secondly, to pay to the said Frederick Town Savings Institution, the sum of money specified in the