

date with this Mortgage, the said parts of tracts and parcels of land being particularly described in said deed, and containing One Hundred, forty, one and a half acres more or less as reference to said deed will appear. Provided that if the said Samuel C. James shall pay on or before the twenty third day of July in the year 1869, to the said Joseph Runkles or order the sum of One Thousand Dollars with interest thereon from the date hereof, according to the tenor of his promissory note of even date herewith, payable to the said Joseph Runkles or order on the 23rd day of July aforesaid, and also one other Note for the sum of One Thousand Dollars made payable to the said Joseph Runkles or order, on or before the 23rd day of July in the year 1840, the interest on this Note to be paid annually, also one other Note for the sum of One Thousand Dollars made payable to the said Joseph Runkles or order on or before the 23rd day of July in the year 1841, the interest on this Note to be paid annually, also one other Note for the sum of One Thousand Dollars made payable to the said Joseph Runkles or order on or before the 23rd day of July in the year 1842, the interest on this Note to be paid annually, all the above mentioned notes bear equal dates with these presents, and all fall or come due as aforesaid, and all of them bear interest from date, and the interest to be paid Annually on each Note as aforesaid by the said Samuel C. James the maker of the said notes, and the said Samuel C. James for himself his heirs and personal representatives hereby Covenants that he will pay the money aforesaid, according to the tenor of the notes aforesaid, and he further Covenants and agrees with the said Joseph Runkles his personal representatives and assigns, in like manner that in default of payment of the said notes or any one of them, the said Joseph Runkles may enter and take possession of the property aforesaid. Provided that until default of payment of the said notes or any one of them, the said Samuel C. James shall possess the premises, as of his present estate therein, and provided that if default shall be made in the payment of the money aforesaid or in the interest thereon, at the time or in the manner aforesaid then and in all such cases the said Joseph Runkles to sell the said mortgaged premises at public sale by public auction for cash, after giving at least 30 days public notice of the time, place, and terms of sale in in some Newspaper published in Frederick Town Md., and prior to the day of sale and to apply the proceeds of such sale to the payment on the first place of the Expenses attending said sale and then to the payment of the said debt and the surplus in any way to the said Samuel C. James his heirs.

Test
 Joel Hall }
 Samuel C. Lowe }
 Witnesses our hands and seals
 Samuel C. James
 Catharine James

State of Maryland Frederick County, To Wit:
 I hereby certify that on this 23rd day of July in the year of our Lord 1868 before me to wit in or a Justice of the Peace in and for the said County, personally appeared Samuel C. James and Catharine James his wife, and did each acknowledge the foregoing Mortgage to be true and correct in and to the said Joseph Runkles and made oath in due form of law that the consideration in his said Mortgage is true and bona fide as therein set forth.

Witness my hand on the day and year above written
 Joel Hall
 a Justice of the Peace

I hereby assign the single Note for One thousand Dollars payable on or before the 23rd day of July 1869 and the single Note for One thousand Dollars payable on or before the 23rd day of July 1872 Executed to me by Samuel C. James, and secured by the above Mortgage to William C. Guinn. Witness my hand and Seal this 1st day of October 1868.

Test -
 Wm. C. Guinn }
 Jos. Runkles

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