

his wife have agreed to execute these presents, Now this Mortgage witnesseth that in consideration of the above recited premises we the said Thomas E Getzendanner and Mary P Getzendanner his wife do grant in fee simple to the said Ezra Houck all that Lot or part of a Lot of grounds situate on the North side of Third Street Frederick City heretofore conveyed by Anna E Getzendanner to said Thomas E Getzendanner by Deed dated the 1st day of February in the year 1869 and recorded in Liber 6 Ms 43 fol 21 one of the Land Records of Frederick County, Provided always that if the said Thomas E Getzendanner shall pay to the said Ezra Houck his executor administrator or assigns the said sum of Two Thousand dollars in said Single Bill recited when due and payable according to the tenor and effect thereof and shall also pay to the said Ezra Houck his executor administrator or assigns the interest on said sum of Two Thousand dollars semiannually then this Mortgage shall cease and be void.

Provided that until default of payment the said Thomas E Getzendanner may occupy the said Mortgaged premises, But if default shall be made in the payment of the said sum of Two Thousand dollars when due and payable according to the tenor and effect of the said hereinbefore recited Single Bill or if default be made in the payment of the interest thereon semiannually then it shall and may be lawful for the said Ezra Houck his executor administrator or assigns to sell the said Mortgaged premises at Public Sale at the City Hotel in Frederick for one half of the purchase money in cash to be paid on the day of sale the residue in one year from the day of sale the purchaser giving his therefor with approved security bearing interest from the day of sale to pay first all expenses of sale including fees and the usual commission allowed in chancery on sales of Real Estate secondly to pay the Mortgage debt and all interest thereon, Thirdly to pay all taxes assessments public dues or charges levied or to be levied by Law on said Mortgage debt, Fourthly to pay any surplus if any over to the said Thomas E Getzendanner, The said Ezra Houck his executor Administrator or assigns to give at least three weeks notice of the place time manner and terms of sale by publication inserted in one or more of the newspapers published in Frederick County

Witness our hands and seals

Test
Henry M Staylor.

Thos E Getzendanner *(seal)*
Mary P Getzendanner *(seal)*

State of Maryland Baltimore City to wit
I hereby certify that on this 8 day of July in the year 1872 before me the subscriber a Justice of the Peace of the State of Maryland in and for Baltimore City personally appeared Thomas E Getzendanner and Mary E Getzendanner his wife and acknowledge the foregoing deed of Mortgage to be their respective act.

Henry M Staylor J. P.

(Stamp)

State of Maryland Baltimore City to wit

I hereby certify that Henry M Staylor Esquire before whom the annexed acknowledgments were made and who has thereto subscribed his name was at the time of so doing a Justice of the Peace of the State of Maryland in and for the City of Baltimore duly qualified & sworn.