

of the Tract of land called "Good Luck" containing one half acre and surveyed three tenths perches of land situate and lying in the Village of Duchesport in Frederick County Maryland together with the improvements thereon which the said Richard H. Thompson obtained from Peter Thomas and Caroline W. his wife by Deed dated the 26<sup>th</sup> day of August in the Year 1871, and to be recorded among the Land Records of Frederick County simultaneously, with which Deeds reference being had to said Deed for a full and particular description of said Property will appear. Provided, that if the said Richard H. Thompson shall pay to the said Chas. S. Simmons the said sum of One thousand five Hundred Dollars with the interest thereon when the said note shall mature and become due and Payable then this Mortgage shall be void. Provided that until default of Payment of said (Mortgage) note the said Richard H. Thompson shall retain possession of the mortgaged Premises; and provided that if default shall be made in the payment of the money aforesaid or of the interest thereon at the maturity of said note then it shall be lawful for the said Charles S. Simmons his Executors or administrators to sell the said mortgaged Premises at Public Auction for cash after giving at least three weeks notice of the time place and terms of sale in some newspaper published in Frederick from once a week prior to the day of sale and to apply the Proceeds of such sale to the Payment in the first place to the expenses attending said sale and then to the Payment of the said debt and the surplus if any to pay to the said Richard H. Thompson. And the said Richard H. Thompson for himself his heirs and Personal Representatives, covenants with the said Chas. S. Simmons his Personal Representatives and assigns, that he will during the continuance of this Mortgage keep the mortgaged premises insured for the sum of Fifteen Hundred Dollars paying the premiums thereon from time to time as they fall due, and that he will assign the Policy of Insurance to the said Chas. S. Simmons for his benefit in case of loss by fire; and he further covenants in like manner that should he fail in this particular and the said Chas. S. Simmons pay the Premium for said Insurance the amount of the Premiums so paid with interest thereon shall be lien on the Mortgage property as though included in the first instance in the Mortgage itself.

Witness our hands and seals  
 Test Jonathan Miller

R. H. Thompson  
 J. M. Thompson

Seal  
 Seal

State of Maryland

Frederick County to wit:

I hereby certify that on this 28<sup>th</sup> day of August in the Year Eighteen Hundred and Seventy one before me the undersigned, a Justice of the Peace of the State of Maryland in and for the county of Frederick personally appeared Richard H. Thompson and J. M. Thompson his wife and did each acknowledge the foregoing Mortgage to be their respective act, and at the same time before me also appeared Chas. S. Simmons and made in due form of law what the emanation in the said Mortgage is true and bona fide as therein set forth.

Jonathan Miller J.P.