

said to be one being a word or more than one and containing forty and one half
 acres and lot No 4 being a farm containing one hundred and seventy five acres
 of land being part of the land which in the State of Virginia late of Frederick County
 did seized and possessed and being all of the land which by the Plat & survey
 filed in said Equity equity and marked Exhibit No 6, was allotted to said John
 C Garrett Execut of the said No 4 and 5 containing one acre and thirty four perches here-
 tofore conveyed to Mrs. Annie R. Garrett by deed recorded in said land records
 in Liber C, M, No 2 folio 57, as by reference thereto will appear also all the
 right, title claim interest and Estate whatsoever in the said portions of the first part
 or either of them whether present, prospective, contingent or in expectancy in and to
 all that portion of the Real Estate of the late John C Garrett containing One
 hundred and forty acres two thirds and thirty four perches of land and which
 has been allotted as Quota his widow Matilda Garrett. Provided that if
 the said John C Garrett shall pay on or before the thirtieth day of January in the
 year eighteen hundred and seventy nine to each of the said portions of the second
 part the several and respective sums of money due and owing to him or them on said
 sealed and promissory notes herein before in part recited and shall pay the
 interest on said notes annually to the several and respective parties entitled to
 receive the same then this Mortgage shall be void And the said Mort-
 gagees hereby expressly reserve all their legal rights and remedies against
 the parties upon any of the said sealed or promissory notes hereby further secured
 by these presents. Provided that in default be made in the payment of
 said notes or of any one of them annually the said John C Garrett shall
 possess the premises as if his present Estate therein. And Provided that if
 default shall be made in the payment of the notes aforesaid or of any one of
 them at the time herebefore limited for the payment thereof or of the interest
 on any one of said notes annually, then it shall be lawful for the said Matilda
 one of the said parties of the second part, to sell the said Mortgage premises
 as in premises by Public Auction for cash after giving at least, three weeks
 Public notice of the time, place and terms of sale in some Newspaper pub-
 lished in Frederick Town once a week prior to the day of sale and to apply
 the proceeds of such sale to the payment and satisfaction of all and each
 of the notes herein before mentioned and with the interest thereon, and
 the surplus if any there be to pay the same on to the said Mrs C Garrett

Witness our hands and seals
 Test E. S. Hann

John C. Garrett Esq
 Annie R. Garrett Esq

State of Maryland Frederick County to wit;
 I now certify that on this thirtieth day of January in the year
 Eighteen hundred and seventy nine, before me the undersigned a Jus-
 tice of the Peace of the State of Maryland in and for the County of Frederick
 aforesaid personally appeared John C. Garrett and Annie R. Garrett his wife &
 did each acknowledge the foregoing Mortgage to be their respective act, and
 at the same time by me also appeared David Arnold Oscar Pennington
 Martin F. Shaper David Shaper Jos. Shaper Isaac Joseph Hightman &