

the date hereof with the interest which shall accrue thereon, the said Edward M. Intire has agreed to create this Indenture of Mortgage Now this Mortgage It is to be that in consideration of the Premises and of the sum of One Dollar the said Edward M. Intire doth grant unto the said Parties of the second part, in fee simple, the Eastern half of Lot No. 5, in Shields Addition to the Town of Emmittsburg in Frederick County on the State of Maryland, together with the right of way to and the use, right to use the well of water on No. 4 adjoining, also the full right and title to that part of the Western half of said Lot No. 5, so far as the same hereby conveyed extends on said Western half as will more fully appear by reference to a Deed from Robert S. Grier senior to William and Betty Riggs dated the 25th day of September A.D. 1863 and recorded among the Land Records of Frederick County on Liber D. G. 37 No. 9 folio 222, 1/2 being the same lot of ground and Premises which by Indenture, dated the 25th day of January, A.D. 1870, and left for Record prior to this Indenture was conveyed by E. J. Wise and wife to the said Edward M. Intire together with the buildings and improvements thereupon, and the rights, roads, ways waters privileges appurtenances and advantages thereto belonging or in any wise appertaining. Provided that if the said Edward M. Intire, his heirs Executors, administrators or assigns shall pay or cause to be paid to the said Parties of the second part the said sum of One Hundred and seven Dollars and fifty cents and the Interest thereon and shall perform all the covenants herein on his their part to be performed when this Mortgage shall be void, and it is agreed that until default be made in the Premises the said Edward M. Intire shall possess the aforesaid Property upon paying in the meantime all Taxes on said mortgaged Property and on the Mortgage debt and interest hereby intended to be secured which taxes the said Edward M. Intire hereby covenants to pay when legally demandable; But in case of any default being made in any condition of this Mortgage then these presents are hereby declared to be made in Trust, and the said Parties of the second part, their Executors administrators and assigns or his or their duly constituted Attorney or Agent are hereby authorized and empowered to sell all the property hereby mortgaged or so much thereof as may hereafter be necessary; and to grant and convey the same to the purchaser or purchasers thereof, or his or their heirs or assigns which sale shall be made in the following manner by giving at least thirty days notice of the time place manner and terms of sale in some Newspaper published in Frederick County aforesaid, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale; secondly to the payment of all moneys owing hereunder whether the same shall have matured or not; and as to the balance to pay it over to the said Edward M. Intire heirs or assigns and the said Edward M. Intire further covenants to insure and pending the existence of this Mortgage to keep insured the improvements on the hereby mortgaged Land to amount of at least Three Hundred Dollars and to cause the Policy to be effected thereon to be so framed and endorsed as in case of fire to insure for the benefit of the said Parties of the second part to the extent of their lien or claim hereunder.

Witness the hand and seal of the said Edward M. Intire on the day and year first herein written

Edward M. Intire 

W. H. Walsh

Which thus endorsed, viz:

re-
 for
 this
 said
 tract
 on
 the
 will
 county
 a
 mally
 mortg-
 and
 and for
 at paper
 of the
 b
 as
 10
 and
 mity
 t. hum-
 recent
 Will
 and
 cond
 reads
 from