of Land situate lying and being in Frederick County State of Maryland being part of a tract of Land called Spears and part of a tract of Land called "Trilleria" or by whatever name the same may be called, and contained within the courses and distances meets and bounds described and set forth in the Deed executed by Sebastian Rauseberg and Eve Rauseberg his wife to said John H Charlton bearing date on the 25th day of June in the year 1847 as by reference thereto will more fully and at large appear and containing by survey 69 Acres and 33½ perches of Land more or less. And also all that part of a tract or parcel of Land lying and being in the County and State aforesaid being part of a tract of Land called and known as the "Species Mill Property" it being the same property entire formerly owned by a certain Christian Dill and subsequently sold and conveyed by Abraham Laken and William Laken to the said Lewis Rhodenick by Deed bearing date on the 3rd day of June in the year 1831 and recorded in Liber J. S. No. 36 folios 391, 392 & 393 one of the Land Records of Frederick County aforesaid the meets and bounds of which are all accurately therein all of which will the more fully appear reference being had to the same containing 14 Acres 3 Roods and 38 Perches of Land more or less, together with all and singular the Mill aforesaid and all the buildings improvements ways water courses water rights members privileges advantages and appurtenances thereto belonging or in anywise appertaining and all the Estate right title and interest property claim or demand whatsoever at Law, and in Equity of them the said John H Charlton of in and to the same to have and to hold the said tracts parts of tracts or parcels of land and every part and parcel thereof with the appurtenances thereunto belonging to the said Frederick Town Savings Institution their successors and assigns forever to them and their own use and behoof, Provided always and so the true intent and meaning of these presents and of the parties thereto that if the said John H Charlton shall well and truly pay the said note of Three thousand dollars when due if thereunto required by the said Frederick Town Savings Institution or if renewed by any other note or notes shall well and truly pay unto the said Frederick Town Savings Institution such renewal note or notes together with all interest due or accruing thereon when thereto required by the said Frederick Town Savings Institution and shall well and truly pay all loss costs charges damages and expenses which may accrue from non payment of said note or notes then and from thence forth these presents and every matter and things therein contained shall cease & determine anything herein contained to the contrary notwithstanding, and it is further agreed by and between the parties to these presents that until default shall be made in the payment of said note or in any note or notes given in renewal of the same it shall and may be lawful