

Lot or part of a lot of ground (being Lot No 2) Situate lying and being on the south side of West Third Street in the City of Frederick Frederick County Maryland with the buildings improvements and appurtenances thereunto, belonging it being the same Lot, part of lot piece or parcel of ground conveyed to the said Emanuel Smith by Philip Buddy and Sophia W. Buddy his wife by deed bearing date, on or about the tenth day of October Eighteen hundred and sixty three and recorded in Liber B. G. F. No 9 folios 226. One of the said Records of Frederick County, reference thereunto being had will more fully and at large appear. Provided that if the said Emanuel Smith shall pay to the said Ezra Houch the said sum of Thirty Five hundred Dollars in said Single Bill specified when due and payable according to the tenor and effect of the said Single Bill and shall also pay to the said Ezra Houch the interest thereon semi-annually. And Provided, if the said Emanuel Smith shall pay all taxes assessments public dues and charges levied or to be levied by law upon said Mortgage debt, then this mortgage shall be void and of no effect and the said Emanuel Smith covenants with the said Ezra Houch that he will pay all taxes assessments public dues or charges levied or to be levied upon the mortgage debt, created by this Mortgage. Provided that if default be made by the said Emanuel Smith, in the payment of the said sum of Thirty Five hundred Dollars in said Single Bill specified, when due and payable according to the tenor and effect thereof, if default shall be made by the said Emanuel Smith, in the payment of the interest on said sum of money in said Single bill mentioned, semi-annually, or if default shall be made by the said Emanuel Smith, in the payment of the taxes assessments, public dues or charges levied, or to be levied by law upon the said Mortgage debt, then it shall be lawful for the said Ezra Houch his executors, administrators or assigns, to sell the said Mortgaged Premises, at the City Hall in Frederick City, at public sale, for one half Cash, to be paid on the day of sale, the residue in one year from the day of sale, the purchaser giving his note with approved security bearing interest from the day of sale, to pay, First, all Expenses of sale, Council 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 Emanuel Smith, - The said Ezra Houch his executors, administrators or assigns, prior to making sale of said Mortgage Premises, having at first given at least three weeks notice of the time, place, manner and terms of sale, by publication inserted in one or more of the newspapers published in Frederick County.

Witness my hand and seal.

Emanuel Smith (Seal)

Test: W. Mahony.

Which is thus endorsed, viz: -

State of Maryland, Frederick County, Feb: -  
I hereby certify that on this fourteenth day of February in the year Eighteen hundred and seventy three, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Frederick County, personally