

ments and real estate and the same being the only lands, tenements, hereditaments and real estate in said County and State now held and owned, now held and owned by the said William R. Durr, at the date of these presents. Provided, that if the said William R. Durr, my Executors, administrators or assigns shall pay to the said Ezra Howard, his executors, administrators or assigns the said sum of Two Thousand dollars in said Promissory note recited together with the interest due thereon the interest payable semi-annually, when the same shall become due and payable according to the tenor and effect of said Promissory note, then this Mortgage shall be null and void - Provided, further that if Default shall be made in the payment of the said sum of money in said Promissory note recited when the same shall become due and payable according to the tenor and effect thereof - or if default shall be made in the payment of the interest due on the said sum of money in said Promissory note recited, the interest to be paid semi-annually, then in that event it may and shall be lawful for the said Ezra Howard, to sell said mortgaged premises at Public sale at the City Hotel, Baltimore City, Maryland, for cash, but before making any such sale, the said Ezra Howard shall give at least three weeks previous notice of the time, place, manner and terms of sale by advertisements in one or more of the newspapers printed in said Cecil County and by such other notice as he may think proper - and the proceeds of such sale shall be applied as follows: First, to the payment of all costs charges and expenses attending said sale including the usual Chancery Commissions to the said Ezra Howard allowed Trustees, in Equity on the sales of Real Estate - Secondly, to the payment of the Mortgage debt and the interest due thereon, and lastly, the surplus, if any, to the said William R. Durr or to his assigns. Witness our hands and seals.

Test: Otto Beuner

Wm R. Durr (Seal)
 H. B. Durr (Seal)

Which is thus endorsed, viz: -
 State of Maryland, City of Baltimore, S.S. - I hereby certify, that on this third day of October in the year Eighteen Hundred and seventy one, before me the subscriber a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, personally appeared William R. Durr and Frankie B. Durr, his wife, and did each acknowledge the foregoing deed of Mortgage to be their respective act.
 Otto Beuner J. P.

State of Maryland, Baltimore City, S.S. - I hereby certify, that Otto Beuner, Esquire, before whom the annexed acknowledgments were made, and who has thereto subscribed his name, was at the time of so doing, a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn.

Seal
 Superior Court
 Baltimore
 City
 W. S. J. [unclear]
 J. J. [unclear]

In testimony whereof I subscribed my hand and affixed the seal of the Superior Court of Baltimore City, this 3^d day of October A.D. 1871.
 George Robinson
 Clerk of the Superior Court of Baltimore City.