

note from this date the interest on each note payable annually, the first payable in one year, the second in two years and the third note in three years from this date, making the aggregate sum of all of the said notes to be Seventeen hundred and fifty dollars stand indebted to the said Thomas Clagett and which said notes are given for the balance of purchase money due on sale of lands this day and simultaneously with the execution of this Mortgage conveyed by deed by said Thomas Clagett and Cynthia Clagett his wife, to the said Conrad P. Eastaday, and to secure the payment of said notes and interest thereon as the same become due and payable, I the said Conrad P. Eastaday have agreed to execute these presents. Now in consideration of the above recited premises of the said Conrad P. Eastaday do grant, in fee simple, to the said Thomas Clagett all those parts of a tract of land situate in Frederick County, State of Maryland, called "Daniel's Small Tract" containing 50 acres of land, and which land is more fully and at large described in the deed from the said Thomas Clagett and Cynthia Clagett his wife, to the said Conrad P. Eastaday, executed and delivered simultaneously with the execution and delivery of these presents. Provided that if I the said Conrad P. Eastaday shall pay to the said Thomas Clagett the several sums of money in said said several notes specified as the same become due and payable according to the tenor and effect thereof, and shall also pay the interest on all of the said notes annually in each and every year according to the tenor and effect thereof, then this Mortgage shall be void. Provided that until default of payment the said Conrad P. Eastaday shall possess the premises. Provided that if default shall be made in payment of the money aforesaid, or the interest thereon at the time & in the manner aforesaid then it shall and may be lawful for the said Thomas Clagett his Executors, administrators or assigns to sell the said mortgaged premises at public sale for cash on the premises he or they first giving at least three weeks notice by advertisement inserted in one or more of the newspapers published in Frederick County, of the time, place, manner and terms of sale to pay the costs and expenses of sale, the debt aforesaid and interest thereon and the surplus, if any, over to the said Conrad P. Eastaday. Witness my hand and seal.

Test: M. R. Johnson.

3 Conrad P. Eastaday (seal)

Which is thus endorsed.

State of Maryland, Frederick County, SS.  
I hereby certify that on this 23<sup>rd</sup> day of November in the year 1867, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Frederick County, personally appeared Conrad P. Eastaday and acknowledge the foregoing deed of Mortgage to be his act, and at the same time also appeared before me Thomas Clagett the Mortgagee within named and made oath on the Holy Evangelists of Almighty God that the consideration stated in such deed of Mortgage is true and bona fide as therein set forth.

M. R. Johnson, J. P.