

his wife, do grant in fee simple, unto the said Charles W Miller and Joseph M. Ebbets all that Lot or parcel of ground with the improvements thereon situate and lying in the County of Frederick and State of Maryland, being part of a tract of land called "The Recovery on Meadow", and being particularly described in the Deed from Samuel Pottingal to said Smallwood Thompson dated on the 1st day of November, in the year 1842 and recorded in the Land Records of Frederick County, aforesaid, in Liber N. S. No. 18 folio 87 &c. as by reference thereto will fully and at large appear. Provided that if the said Smallwood Thompson shall pay to the said Frederick Town Savings Institution the promissory note aforesaid at maturity, or shall pay any renewal thereof when such renewal note shall mature and fall due and payable, and when payment thereof shall be demanded by the said Savings Institution so as to release the said Charles W Miller and Joseph M. Ebbets and each of them from all liability therefor, then this mortgage shall be void. Provided that until default be made in the payment of the promissory note aforesaid, at maturity or of any renewal of the same when such renewal note shall fall due and payable and payment thereof shall be demanded by said Frederick Town Savings Institution the said Smallwood Thompson shall possess the mortgaged premises as of his present Estate thereon, and provided that if default shall be made in the payment of the promissory note aforesaid at maturity or of any renewal thereof when such renewal note shall fall due and payable and payment thereof shall be demanded by the said Frederick Town Savings Institution of which default demand being made upon either of said sureties for the payment of said promissory note or any renewal thereof it is hereby declared shall be voided then it shall be lawful for the said Charles W Miller and Joseph M. Ebbets or their survivor or of them to sell the said mortgaged premises at the City Hotel in Frederick City by public Auction for cash after giving at least three weeks public notice of the time, place, manner and terms of sale in some newspaper published in Frederick City, once a week prior to the day of sale and to apply the proceeds of such sale to the payment in the first place of the expenses attending said sale including counsel fees and commissions, and then to the payment of the said promissory note or renewal thereof and the surplus, if any, to pay the same over to the said Smallwood Thompson

Witness our hands and seals

Test: W. Malony

which is thus endorsed viz.

State of Maryland, Frederick County, to wit

I hereby certify that on this 10th. day of May, in the year 1876. before me the subscriber a Justice of the Peace of the State of Maryland,

Smallwood Thompson (Seal)  
 Mary Ann Thompson (Seal)

Redu  
 ment  
 Purch