

and twenty seven, acres, one rood and six piches and being the same which the said Baker H. Simmons, obtained from Francis Thomas Trustee, by deed recorded in Liber W. B. S. No. 3. folio 443 ye, one of the Land Records of Frederick County, the second tract containing nine acres and twenty piches, which the said Baker H. Simmons obtained Jacob Lewis and wife, by deed recorded in Liber C. S. No. 1. folio 594 ye, also one of the Land Records of Frederick County, and the third tract containing eleven acres and thirty four piches, and being the same, which the said Baker H. Simmons obtained from Samuel Boya and wife, by deed recorded in said Records, in Liber C. S. No. 9. folio 361 ye, as by reference to said deed will fully and at large appear. Provided, that if the said Baker H. Simmons shall pay on or before the twenty first day of December, in the year Eighteen Hundred and sixty six, to the said James H. Simmons, the sum of Three Hundred and three hundred dollars, with legal interest thereon from the date hereof according to the tenor of his promissory note aforesaid, then this Mortgage shall be void. - And the said Baker H. Simmons for himself his heirs and personal representatives hereby covenants that he will pay the aforesaid money according to the tenor of the note aforesaid; And he further covenants and agrees with the said James H. Simmons his personal representatives and assigns in like manner, that in default of payment of said note or the interest thereon the said James H. Simmons may enter and take possession of the property aforesaid. Provided, that until default of payment of said note or the interest thereon the said Mortgagee shall possess the premises of this present estate therein; And provided, that if default shall be made in the payment of the money aforesaid, or the interest thereon, at the time or in the manner aforesaid, then it shall be lawful for the said James H. Simmons to sell the said Mortgaged property by public auction, on the premises for cash after given at least three weeks public notice, of the time, place, and terms of sale, in some newspaper published in Frederick Town, 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, and then to the payment of the said debt and interest, and the surplus if any, to pay to the said Baker H. Simmons.

Witness our hands and seals.
Test: H. Mahony.

Baker H. Simmons
Jesse A. Simmons

Which is thus Ordained:
State of Maryland, Frederick County, to wit:
I hereby certify, that on this twenty first day of December, in the year Eighteen hundred and sixty six, before me, the subscriber, one of the Justices of the Peace of the State of Maryland, in and for Frederick County, aforesaid, personally appeared Baker H. Simmons and James H. Simmons his wife, and did each acknowledge the foregoing Mortgage to be their respective act: And at the same time before me and appeared James H. Simmons and made Oath in due form of

Payment
mine
on this note.
dit. on this note.
is note.
the within note.
is note.
is note.
and twenty
eight dated
Simmons.
as dit. on
on this note.
is note.
this note.
in the
Simmons
in the
the sum
ing from
said County
payable
the better
id James
note, we
his his
ill three
misses,
now
ing in
roods
undred