

that end I the said Maria Devilbiss have agreed to, execute this
 Mortgage now this Mortgage Witnesseth that in consideration
 of the premises and of one dollar in hand paid, I the said Maria
 Devilbiss do grant unto Ezra Smith of J. all that tract or
 part of a tract of land, situate lying and being in Frederick
 County, Maryland it being part of a tract of land which was
 reserved for John Devilbiss (of lease) on the 17th day of
 January, A. D. 1818 for 249 7/8 acres and called "Resolution" said
 part hereby, intended to be conveyed (containing Eighty two acres
 one rood and six square perches of land more or less and
 being the same Land which was conveyed to George L. Devilbiss
 by Deed from said Maria Devilbiss bearing date on the 7th
 day of April A. D. 1868, and recorded and re-recorded in Liber (M.
 No. 1 folio 639, & one of the Land Records for Frederick County of which
 should being had it will fully, appear by notes in of books and
 also being the same tract of land conveyed by John E. R. Wood and
 John C. Motter Trustees in No. 4037, Equity in the Circuit Court for
 Frederick County, sitting as a Court of Equity, to the said Maria Devilbiss
 on the twentieth day of June present and adjoining the lands of
 David Whitmore and others, Provided that if the said Maria
 Devilbiss shall pay, to the said Ezra Smith of J. the said sum
 of nine hundred and five Dollars with the interest thereon according
 to the tenor and effect of the promissory note hereinbefore recited
 then this mortgage shall be void, And it is further agreed and un-
 derstood that the said Maria Devilbiss shall pay all taxes on said
 mortgaged premises and on the mortgage debt and interest
 hereby, intended to be secured and that the said Ezra Smith of J.
 shall have and possess her share of the present wheat crop on
 said Land which is to be applied as a credit on the mortgage in-
 debtedness but in case of default, made by the said Maria Devilbiss
 in the payment of this mortgage indebtedness to wit, the sum of
 nine hundred and five Dollars and the interest thereon when
 it shall be due as designated by the promissory note, hereinbe-
 fore mentioned then it shall be lawful for the said Ezra Smith
 of J. his Executors administrators and his assigns to sell said
 mortgaged property at public sale for cash to the highest bona fide
 bidder therefor after giving notice of the time place manner and
 terms of sale by publication in some newspaper published in
 Frederick City Maryland for four successive weeks prior to the day
 of sale said sale to be made on the premises and the proceeds of said
 sale to apply first in payment of, all expenses incident to such sale
 including commissions and attorney fees secondly to the payment of this
 mortgaged indebtedness - And as to the balance if any to pay it over
 to the said Maria Devilbiss and if sale is made of said property as
 provided above then the said Ezra Smith of J. his Executor admini-
 strators and assigns are hereby authorized and empowered to grant
 and convey the same to the purchaser