

No 215111 Equity

or their part to be performed then this mortgage shall be void. And it is agreed that until default be made in the premises the said James Russell shall possess the aforesaid property, upon paying in the meantime all taxes on said hereby mortgaged property and on the mortgage debt and interest hereby intended to be secured; which taxes and the said mortgage debt and semi-annual legal interest thereon and all legal assessments and charges on the hereby mortgaged property, the said James Russell for himself his heirs, Executors administrators and assigns do hereby covenant to pay, when legally demandable. But in case of any default being made in any condition of this Mortgage then these presents are hereby declared to be made in trust, and the said Thomas Russell his heirs, Executors Administrators and assigns, or his or their duly constituted Attorney or Agent are hereby authorized and empowered to sell all the property hereby Mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, or to his, her or their heirs or assigns which sale shall be made in the following manner by giving at least twenty days notice of the time, place, manner, and terms of sale, in some Newspaper published in Frederick County: And the proceeds arising from such sale to apply: First to the payment of all expenses incident to such sale, Secondly, to the payment of all moneys owing hereunder whether the same shall have then matured or not and as to the balance to pay it over to the said James Russell his heirs or assigns.

And the said James Russell for himself, his Executors Administrators and assigns, do further covenant to insure and pending the existence of this Mortgage to keep insured the improvements on the hereby mortgaged land to amount of at least Twelve Hundred and Eighty-one Dollars, and to cause the Policy to be affected thereon to be so framed, or endorsed as in the case of fire to insure to the benefit of the said Thomas Russell to the extent of his lien, or claim hereunder.

Witness our hands and seals

Test.  
W. R. Johnson

James Russell  
Elizabeth Russell

Which is thus endorsed, viz  
State of Maryland Frederick County, to wit:

Acknowledgment  
of  
Mortgagors

I hereby certify that on this 6th day of May in the year One Thousand Eight Hundred and Seventy One, before me the Subscriber a Justice of the Peace of the State of Maryland, in and for the County aforesaid personally appeared James Russell and Elizabeth Russell his wife and each acknowledged the foregoing Mortgage to be his and her act.

W. R. Johnson J. P.

State of Maryland, City of Baltimore to wit:

Date of  
Mortgage

I hereby certify that on this 6th day of May 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 aforesaid, personally appeared Thomas Russell the within named mortgagor and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth

W. H. Payzant J. P.

State of Maryland, Baltimore City to wit:

Certificate of  
Clerk of Superior  
Court of  
Baltimore City

I hereby certify that William H. Payzant Esquire, before whom the annexed affirmation was made who thereto subscribed his name was at the time of so doing a Justice of the