

No. 4499 Equity

Seventy four to execute a new Mortgage payable in five years for the balance of said sum remaining unpaid at the end of said first five years. And the said Charles Meiser for himself his heirs and personal representatives hereby covenants that he will pay said money according to the terms hereinbefore specified and that in default of payment the said Nathaniel J. Wilson may enter and take possession of the property aforesaid and he likewise covenants that he will pay the interest on said debt as hereinbefore specified. Provided that until default of payment of said sum of money or the interest or until default to execute a mortgage for the balance of part of said sum shall be paid as aforesaid the said Charles Meiser shall possess the premises as of his present estate therein, and provided that if default shall be made in the payment of the money aforesaid or the interest therein, at the time or in the manner aforesaid or if default shall be made in executing another mortgage for the balance of said sum of money should any of it be paid as hereinbefore provided at the time the said new mortgage is to be executed then it shall be lawful for the said Nathaniel J. Wilson to sell said mortgaged premises at Frederick City by public auction for Cash after giving at least twenty days notice of the time place and terms of sale in some newspaper published in Frederick County 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 said debt and interest and the surplus if any to pay to the said Charles Meiser. And it is hereby agreed between the parties hereto that should the said Charles Meiser and Mary Ann his wife fail to do or perform any one or more of the things hereby by them or either of them agreed to be done and performed it shall be held to such a breach of condition as shall authorize the said Nathaniel J. Wilson to proceed forthwith to a sale - the mortgaged property and the payment of the entire debt interest costs and expenses in the manner first hereinbefore prescribed.

Witness our hands and seals

Test James J. English

From Wm. Spruill From Huanan Thrymmer

Seal of Charles Meiser Seal of Mary Ann Meiser

Which is thus endorsed, viz.

State of Maryland, Frederick County, to wit:

I hereby certify that on this 22<sup>d</sup> day of April in the year Eighteen hundred and seventy five before me the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid personally appeared the within named Charles Meiser and Mary Ann Meiser his wife and did each acknowledge the aforesaid mortgage to be their respective act. And at the same time also before me came Nathaniel J. Wilson the Mortgagee named within and made oath in due form of law that the consideration stated in said Mortgage is true and bona fide as therein stated and set forth

James J. English J. P.

And upon which are the following assignments

I hereby assign the within Mortgage to Anne Sophia Wilson Witness my hand and seal this Twenty second day of April in the year Eighteen hundred and seventy five

N. J. Wilson

We hereby assign the within Mortgage to Charles V. S. Levy Witness our hands and seals this 21<sup>st</sup> day of May A. D. 1879

Test George B. Bell

Anne S. Wilson N. J. Wilson

Seal of Anne S. Wilson Seal of N. J. Wilson