No 4588 Equity

Witnesseth that Whereas we the said Charles Hardey and Elizabeth Hardey do owe to Henry Hoffman the sum of Three hundred and sixty dollars current money of the United States for which the said Henry Hoffman holds the joint and promissory note of the said Charles Hardey and Elizabeth Hardey of even date herewith, and made payable to the said Henry Hoffman or order, twelve months after date, with interest from this date. Now therefore in order to secure unto the said Henry Hoffman the full payment of said note of Three Hundred and Sixty dollars and the interest thereon, according to the true intent and meaning thereof, We the said Charles Hardey and Elizabeth Hardey his wife, do grant unto the said Henry Hoffman, all of our house and lot situated in Petersville Frederick County Maryland and now known

Exhibit No 1

to be the same property which is now occupied as tenant by William Smith Provided that if we the said Charles Hardey and Elizabeth Hardey his wife shall pay or cause to be paid unto the said Henry Hoffman the full amount of said note of Three Hundred and sixty dollars, according to the tenor of said note, then this mortgage shall be null and void otherwise to remain in full force and virtue in law — And the said Charles Hardey and Elizabeth Hardey his wife, do further covenant that they will insure and keep insured the buildings of the herein mortgaged property to the full amount of insurance against fire as will be granted by some reliable Fire Insurance Company in the State of Maryland and that they will pay all interest fees and assessments that may be required by such Insurance Company upon the premium note or any otherwise — and that so soon as they shall obtain a policy of Insurance as aforesaid, they shall immediately assign the same to the said Henry Hoffman to be held by him as a further security for the payment of said note till the whole amount shall have been paid. And it is further expressly understood by the said Charles Hardey and Elizabeth Hardey his wife, that in case of any failure on the part of said Charles Hardey and Elizabeth his wife, or their executors, administrators or assigns to comply with any of the terms or covenants of this Mortgage, in the payment of said note of three hundred and sixty dollars and the interest thereon, then it shall and may be lawful for the said Henry Hoffman to expose the herein mortgaged premises to public sale and to sell the same to the highest bidder for the cash after giving at least thirty days notice in one or more of the newspapers printed and published in Frederick County therein stating the time, place and terms of such sale — and the proceeds of such sale to be applied first to the payment of all costs and charges of such sale next to the full payment of said note of Three hundred and sixty dollars, and the interest thereon and the residue (if any) to the said Charles Hardey and Elizabeth Hardey his wife. Witness our hands and seals.

Exhibit No.

Test
J. M. Meek

Charles his mark x Hardey (Seal)
Elizabeth her mark x Hardey (Seal)

Final Ratification of Sale

State of Maryland Frederick County to wit:

I hereby certify that on this 4th day of April in the year Eighteen hundred and seventy four before me the subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared Charles Hardey and Elizabeth Hardey his wife and did each acknowledge the aforegoing Mortgage to be their respective act, and at the same time before me also personally appeared Henry Hoffman and made oath on the Holy Evangels