No. 4667 Equity

This Mortgage, made this Twenty-fourth day of March in the year Eighteen hundred, and Seventy nine, by me Jacob M. Repp, and Mary A. Repp his wife of Frederick County, and State of Maryland, Witnesseth that in consideration of the sum of Thirteen Hundred, and twelve dollars, now due from the said Jacob M. Repp & Mary Repp his wife of said County, and State on their sealed note, bearing date March 24th A. D. 1879, and made payable to the said John S Repp or order, one year after date, with interest from date, and for the better securing the payment of the said sealed note at maturity and the interest thereon according to the tenor thereof. We the said Jacob M. Repp & Mary A. Repp his wife do grant unto the said John S. Repp, all that part, or those parts of a tract or tracts of Land, with the improvements thereon, situate, and lying in Frederick County, and State aforesaid, and described as follows: It being the same parcel of Land, and premises which were conveyed to the said Jacob M. Repp by Noah Baughtel and Caroline Baughtel his wife by deed bearing date April 6. A. D. 1876 and recorded in Liber J. G. No. 5, Folio 204 &c of the Records of Frederick County. Beginning for the (Exhibit A.) first parcel of Land, at the end of 117 perc & 10 Links on the 2d line of what was once Henry Repp's part of said land called "Hammonds Stripe," and running thence N 15° E 10 perc & 10 links to a stone, N. 10° W. 68 Perc. to a stone, N. 60° West 12 perc to a stone, S 45½ W 73 perc & 10 links to a stone, then with a straight line to the Beginning, being a part of a tract of land, called "Hammond Stripe" Containing Twenty acres of Land more or less.

Exhibit A.

Provided, that if the said Jacob M. Repp & Mary A. Repp his wife shall pay to the said John S. Repp the said sealed note, aforesaid for the sum of Thirteen hundred and twelve dollars with interest thereon from the date thereof according to the tenor of the said sealed note, then this Mortgage shall be void. Provided, that until default be made in the payment of the note, aforesaid, with the interest the said Jacob M. Repp shall possess the Mortgaged premises. And provided that if default shall be made in the payment of the said sealed note, as aforesaid, then it shall be lawful for the said John S. Repp to sell the said Mortgaged premises, on the premises by public Auction for Cash or upon such terms as he may think best, after giving at least three weeks public Notice of the time place, and terms of sale in some one or more Newspapers printed in Frederick County 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 including reasonable Counsel fees and Commissions, and then to the payment and extinguishment of the said sealed Note and interest thereon, and the Surplus if any, to pay the same to the said Jacob M Repp.

And the said Jacob M Repp, covenants that he will, during the Continuance of this Mortgage, keep the dwelling House erected upon the Mortgaged property, insured for the sum of fifteen hundred Dollars paying the premiums thereon from time to time as they fall due, and that he will assign the Policy of Insurance to the said John S. Repp for his benefit in case of Loss by fire; And he further covenants in like manner, that should he fail in this particular and the said John S Repp pay the premiums for the said Insurance, the amount of the premiums so paid with Interest thereon shall be a lien on the Mortgaged property as though included in the first instance in the Mortgage itself.

Witness our hands and seals

Test
Wm Mahoney

Jacob M. Repp (Seal)
Mary A. Repp (Seal)

State of Maryland, Frederick County, to wit

I hereby certify that on this 24th day of March in the year Eighteen hundred and Seventy nine before me the Subscriber a