

No 4672 Equity

Exhibit No
To
Recd. of Sales

County, and State, upon a sealed note bearing date the first day of April in the year Eighteen hundred, and seventy nine and payable to the said Joshua Pigg or order one year after date, with interest from date, and for the better securing the payment of the sealed note at maturity, and of the interest thereon, we, the said John S. Kanode and Sarah Kanode his wife, do grant in fee simple, unto the said Joshua Pigg all that part of a tract or parcel of Land situate lying, and being in the Fifth Election District of Frederick County in the State of Maryland, being part of the tract of Land called "Beaver den Bought," containing One hundred, and fifty acres of Land, more or less and which is described by metes and bounds, courses and distances in a deed from William P. Morrison, Esquire, to Joshua Pigg, dated the thirty first day of October in the year Eighteen hundred, and seventy three and recorded in the Land Records of Frederick County, aforesaid, in Liber T G No 1, folio 96, as by reference thereto will fully appear, and being the same land and premises this day conveyed by the said Joshua Pigg to the said John S. Kanode and intended to be recorded in the Land Records aforesaid simultaneously with these presents; And this mortgage is given to secure the payment of part of the consideration money for the same, and the said John S. Kanode and Sarah Kanode his wife, for the consideration aforesaid, do hereby bargain, and sell to the said Joshua Pigg, the following property to wit, three horses, six cows, one Bull, one heifer, four hogs, two Road wagons, one spring wagon, one falling top Puggy, one threshing machine, one Wheat fan, one cutting box, two horse rakes, two Bar shear plows, three double shovel plows, two single shovel plows, two Harrows, one Cultivator, one Roller, one pair Hay ladders, four sets of iron or gears, four sets of Plow gears, one Champion Reaper, one M Cornuck, mowers, 1 set Blacksmiths tools, 1 cart, about forty acres of spring wheat, and all of their household and kitchen furniture whatever, and whereever. Provided that if the said John S. Kanode shall pay to the said Joshua Pigg the sealed note aforesaid at maturity, with the interest thereon, according to the tenor of said note, then this mortgage and these presents shall be void. Provided that until default be made in the payment of the sealed note aforesaid at maturity, or of the interest thereon, the said John S. Kanode shall possess the mortgaged premises, and provided that if default shall be made in the payment of the sealed note aforesaid at maturity or of the interest thereon then it shall be lawful for the said Joshua Pigg his person or representatives and assigns, to sell the said mortgaged premises, and property, at the premises, by public Auction for Cash, after having first given at least three weeks public notice of the time, place, manner and terms of sale, in some newspaper published in Frederick County, once a week, and by hand bills, circulated in the neighborhood, 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 of the said sealed note and all interest due thereon, and the surplus, if any there be, to pay the same to the said John S. Kanode, his heirs or assigns.

Witness our hands and seals

Test
A. J. Stover

J. S. Kanode
Sarah S. Kanode

Which is thus endorsed viz:

State of Maryland, Frederick County to wit.

I hereby certify that on this 12th day of April in the year Eighteen hundred and seventy nine, before me the subscriber Justice of the Peace of the State of Maryland, in and for the County of Frederick aforesaid