

No. 4698 Equity.

and security nine, by us, Rufus H. Hevillie, and Rachel R. Hevillie, his wife of Frederick County, in the State of Maryland, Witnesseth, that in consideration of the sum of One thousand Dollars, now due from us the said R. H. Hevillie and Rachel R. Hevillie, his wife, to Catharine Hevillie of said County and State, a sum, a sealed note of even date herewith payable to the said Catharine Hevillie, 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, with the said R. H. Hevillie, and Rachel R. Hevillie his wife, do grant in fee simple, unto the said Catharine Hevillie, all that part of a tract or parcel of Land situate, and lying in the County of Frederick, and State of Maryland, being part of a tract or parcel of Land, called Friendship, containing five acres, more or less and which is, described by, metes, and bounds, courses, and distances in a deed from Hamilton Hevillie, and Mary E. Hevillie, his wife, to Rufus H. Hevillie bearing date the tenth day of April Eighteen hundred, and seventy nine, and being part of a Tract of Land, conveyed by Marcus J. Starr, to the said Hamilton Hevillie, and Mary E. Hevillie, his wife, and bearing date April fifteenth, Eighteen hundred, and seventy three, and recorded in Liber C. No. No. 10. Folio 317, one of the Land Records of Frederick County, as by reference thereto will fully and at large appear: Provided, that if the said Rufus H. Hevillie, and Rachel R. Hevillie, his wife, shall pay to the said Catharine Hevillie, the said note aforesaid, at maturity, with interest thereon from the date hereof, according to the tenor of said sealed note, then this mortgage 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 Catharine Hevillie shall possess the mortgaged premises as of his present estate there in. And Provided that if default be made in the payment of the said sealed note, at maturity, or of the interest thereon, then it shall be lawful for the said Catharine Hevillie her personal representatives, and assigns to sell the said mortgaged premises, by public Auction for cash, after first giving at least three weeks public notice of the time, place, and terms of sale, in some newspaper published 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 Counsel fees and Commissions, and then to the payment of the said sealed note, and interest, and the surplus if any to pay the same over to the said Rufus H. Hevillie.

Exhibit A.

Printer Certified

Exhibit

Witness our hands, and seals.

Test.
 John E. Untkerfer

Rufus H. Hevillie
 Rachel R. Hevillie

Which is thus endorsed

State of Maryland Frederick County, to wit:

I hereby certify that on this 28th day of April in the year Eighteen hundred, and seventy nine, before me the subscriber a Justice of the Peace of the State of Maryland, in and for the County of Frederick, aforesaid, personally appeared Rufus H. Hevillie and Rachel R. Hevillie, his wife, and acknowledged the foregoing Mortgage to be their respective act: And, at the same time before me, also appeared Catharine Hevillie the Mortgage therein named, and made, oath in due form of Law on the Holy Evangelij of Almighty God, that the consideration in the said Mortgage