

No. 4713 Equity

Office of "The Examiner"

Frederick, Md., July 25th, 1881

Frontier Certifi-  
cate,

This is to certify that the annexed Advertisement was published in "The Examiner," a newspaper published in Frederick County, once a week for three successive weeks prior to the 21st day of July 1881.

Dated July 25th, 1881

Keefer & Knaufl

Exhibit No. 1

200 \$ Twelve months after date I promise to pay Elizabeth G. Barrick or order the sum of Two hundred dollars for value received with interest from date as witness my hand and seal this 13th day of March 1877.

Witness Geo W Shauk

John M. Luby (Seal)

Endorsed. Rece June 20<sup>th</sup> 1878 \$12.00 on the within Mortgage note  
Received March 13<sup>th</sup> 1879 \$12.00 interest on the within Mortgage note.

At the Request of Elizabeth G. Barrick the following Mortgage is Recorded March 15, 1877

Exhibit No. 2

This Mortgage made this 13th day of March in the year Eighteen hundred and and seventy seven by John M. Luby and Mary M. Luby his wife, Witnesses that for and in consideration of the sum of Two hundred dollars now due from me the said John M. Luby to Elizabeth G. Barrick, I the said John M. Luby do grant unto the said Elizabeth G. Barrick, all that Lot and parcel of ground situated and lying in Hordborough District Frederick County Maryland, it being the same tract of Land was conveyed by Defton Beall by deed bearing date the 12th day of March Eighteen hundred and seventy seven to John Luby it being part of a tract of Land called "Wolf's Delight," originally Springs Plains, and a part of a tract of Land called the Resurvey of Joseph's Friendship Provided that if the said John M. Luby shall pay over before the 13th day of March 1878 to the said Elizabeth G. Barrick the sum of Two hundred dollars with interest thereon from the date hereof according to the tenor of his promissory note of even date herewith payable to the said Elizabeth G. Barrick or order on the 13th day of March 1878. And the said John M. Luby for himself his heirs and personal representatives hereby covenant that he will pay the aforesaid money according to the tenor of the note aforesaid, and he further covenants and agrees with the said Elizabeth G. Barrick his personal representatives, and assigns in like manner that in default of payment of said note the said Elizabeth G. Barrick may enter and take possession of the property aforesaid, Provided that until default of payment of the said note the said John M. Luby 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 thereon at the time or in the manner aforesaid then it shall be lawful for the said Elizabeth G. Barrick to sell the said mortgaged premises at public Auction for Cash after giving at least twenty days public notice of the time place and terms of sale in some newspaper published in said 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 the said debt, and the surplus if any to pay to the said John M. Luby. Witness our hands and seals.

Witness  
Geo. W. Shauk

John M. Luby (Seal)  
Mary M. Luby (Seal)

Which is thus endorsed

State of Maryland, Frederick County, to wit:

I hereby certify that on this 13th day of March 1877, before the subscriber a Justice of the Peace of said State in

Exhibit No. 1

Order on Report of

Printers Certificate