

No 4718 Equity

do grant in fee simple unto the said Thomas Gorsuch, all that tract parts of tracts and parcels of Land, situate lying and being in the County of Frederick, and State of Maryland, being part of a tract of land, called "Keefer's Prospect," and part of the "Resurvey on Locust Level," Containing in the aggregate One hundred, and twenty-five acres, One Rod, and eighteen perches of Land, and described by metes and bounds, courses, and distances, in a deed from Valetta S. F. Hoagley, Executor of said William H. Ramsburg, recorded in the Land Records of Frederick County, aforesaid in Liber 13 G. F. No. 9 Folio 197, as by reference thereto will appear. Also that other part of the said tract of Land, called The "Resurvey on Locust Level," Containing sixty acres of Land, as mentioned and described in the deed from Michael H. Haller, and Charlotte C. his wife to said William H. Ramsburg also recorded in said Land Records in Liber J. F. L. G. No. 4, Folio 576 as by reference thereto for a description thereof by metes, and bounds, courses, and distances will appear. Provided that if the said William H. Ramsburg, do, and shall pay, at maturity, the Promissory Note, aforesaid, signed by the said Thomas Gorsuch, so as to release the said Thomas Gorsuch from all liability therefor then this Mortgage shall be void. And provided also that until default be made by the said William H. Ramsburg, he shall retain possession of the premises hereby mortgaged. But if the said William H. Ramsburg, shall fail to pay the promissory note, aforesaid, or any renewal thereof, at maturity, so that the said Thomas Gorsuch shall become liable therefor, of which default demand being made upon the said Thomas Gorsuch by the holder or holders of said Promissory Note, or of any one of them for the payment thereof it is hereby declared shall be evidence, then it shall be lawful for the said Thomas Gorsuch, and his personal representatives to sell the said mortgaged premises at the City Hotel in Frederick City, by Public Auction, for Cash after giving at least three weeks public notice of the time place, and terms of sale in some one or more Newspapers published in Frederick City, once a week prior to the day of sale and 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 Promissory Note or Notes then due and then to the payment of all other of said Promissory Note that may fall due, and not be paid by the said William H. Ramsburg until all of the Promissory Note so as aforesaid signed by the said Thomas Gorsuch, as surety of the said William H. Ramsburg shall be fully paid with the expenses thereon, and then to pay the surplus of said proceeds of sale, if any there be to the said William H. Ramsburg.

Witness our hands, and seals

Test.  
W. Mahony

Wm H. Ramsburg  
Catharine R. Ramsburg

Which is thus endorsed, by  
State of Maryland, Frederick County, to wit

I hereby certify that on this twenty fifth day of October in the year Eighteen hundred and seventy-five before me the subscriber, a Justice of the Peace of the State of Maryland, in and for the County of Frederick aforesaid personally appeared William H. Ramsburg, and Catharine R. Ramsburg his wife, and did each acknowledge the foregoing Mortgage to be their respective act.

W. Mahony J. P.

State of Maryland, Frederick County, to wit.

I hereby certify that on this Twenty-fifth day of October in the year Eighteen hundred and seventy-five, before me the subscriber a Justice of the Peace of the State of Maryland in and for Frederick County, personally appeared Thomas Gorsuch the Mortgage named in the foregoing, and made oath in due form of Law on the Holy Evangelists of Almighty God that the consideration in the said Mortgage is true, and bona fide as therein set forth.

W. Mahony, J. P.

Exhibit No. 1

Exhibit

Exhibit

Exhibit