No. 1726 Equity

At the request of Joseph Cronise the following Mortgage is Recorded April 16th, 1881.

This Mortgage, made this fifteenth day of April in the year Eighteen hundred and eighty one, by us William B Shilling, and Joseph Shawn who are partners trading under the name firm and style of Shilling & Shawn Witnesseth, that in consideration of the One thousand One hundred and ninety seven dollars and thirty seven cents now due from us the said William B. Shilling and Joseph Shawn trading as aforesaid as Shilling & Shawn to Joseph Cronise of Frederick County, in the State of Maryland for which indebtedness we have also executed and delivered to said Joseph Cronise simultaneously with the execution of this Mortgage our partnership or firm promissory note bearing even date with this Mortgage for said sum of One thousand one hundred and ninety seven dollars and thirty seven cents with interest from date, the interest payable annually said note being payable to said Joseph Cronise or order three years after date, We the said William B. Shilling and Joseph Shawn do grant unto the said Joseph Cronise all that real estate situated in Frederick City in Frederick County, in the State of Maryland, on the North side of West Patrick Street at the bend thereof in said City and now occupied by us for business purposes, being the same real estate that was conveyed to said William B Shilling by William N. Young and wife, dated on the twenty eighth day of February in the year Eighteen hundred and Seventy three and recorded in Liber O. M. No. 9, folio 510 &c one of the Land Records of Frederick County, the one moiety or undivided half interest therein was conveyed by the said William B Shilling to said Joseph Shawn by deed dated on the first day of April in the year Eighteen hundred and seventy three, and recorded in Liber O. M. No. 9, folio 623 &c, one of the Land Records aforesaid, and for the Consideration aforesaid the said Mortgagors do bargain and sell, transfer and assign unto the said Joseph Cronise, all the machines jaws, jars scales, trunks, baskets, tables, cutters, bowls, dishes, stands, buckets, kettles, shovels, showcases, and all personal property owned by said partnership or firm, and now in and upon said real estate, including one horse and one covered wagon. Provided that we the said William B. Shilling and Joseph Shawn, or either of us shall pay on or before the fifteenth day of April, in the year Eighteen hundred and eighty four to the said Joseph Cronise the said sum of One thousand one hundred and ninety seven dollars and thirty seven cents with the interest due thereon annually, then this mortgage shall be void. 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, according to the tenor and effect of said promissory Note, then it shall be lawful for said Joseph Cronise his Executors, administrators or assigns to sell said Mortgaged property at public sale for Cash after having given public notice of the time, place and terms of sale by advertisement inserted in some newspaper published in Frederick County for at least three successive weeks prior to the day of sale, and to apply the proceeds of sale to the payment in the first place of the expenses attending said sale, including usual Commissions and reasonable Counsel fees for preparing bond, report of sale, and attending to the ratification thereof, then to the payment of the said debt, and all interest due thereon, then to pay the surplus if any to said William B. Shilling, and Joseph Shawn.

"Exhibit No. 3"

Witness our hands and seals

Test
W. R. Johnson

William B. Shilling (Seal)
Joseph Shawn (Seal)

Order

Report

Order

Final Ratification Sales.