

No. 11797 Equity

And the said Company covenants that it will pay the aforesaid money as herein specified, and it further covenants, that in default of payment the said James Peare, may enter. And the said Liberty and New Windsor Turnpike Company further covenants that it will pay, as they fall due the taxes and assessments of every kind, that may be levied, and assessed upon the property hereby mortgaged, as also all taxes and assessments that may be assessed upon the Mortgage debt hereby intended to be secured.

And the said Company hereby further covenants, to keep their said road in good and sufficient repair according to the requirements of its original Charter during the continuance of this Mortgage

But in case of any default being made in any of the Conditions of this mortgage, by the said Liberty and New Windsor Turnpike Company then these presents are hereby declared to be in trust, and the said James Peare, his heirs, personal representatives, or assigns, are hereby authorized and empowered to sell all the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, or to his heir or their heirs or assigns, which sale shall be made in accordance with the provisions of Article LXIV sections 5 to 9, inclusive of the Code of Public General Laws of Maryland, and which sale shall be made in the following manner: by giving at least twenty days notice in some Newspaper published in each of the Counties of Carroll and Frederick, of the time, place, manner, and terms of sale, which terms shall be one half of the purchase money in Cash, and the remainder in one year, the credit portion to bear interest from the day of sale, and be secured to the satisfaction of the Mortgagee, his personal representatives or assigns; and the proceeds arising from such sale, shall be applied, first, to the payment of all expenses incident to such sale, including the usual Commissions allowed upon sales made under decrees made under decrees of a Court of Equity in this State, secondly to the payment of all monies owing hereunder, and as to the balance to pay it over to the said Liberty and New Windsor Turnpike Company.

This deed further witnesseth that Solomon S. Ecker of Carroll County is hereby appointed the Attorney of the said Liberty and New Windsor Turnpike Company in Frederick and Carroll Counties, to acknowledge these presents as its act and deed

In testimony whereof, the said Liberty and New Windsor Turnpike Company hath hereunto affixed its Corporate Seal, and caused the same to be attested by the signature of its President:

James Peare, President of the Liberty and New Windsor Turnpike Company, in Frederick and Carroll Counties



Signed and sealed in the presence of H. Brenner

State of Maryland, Frederick County, ss.

I hereby certify, that on this first day of July A. D. 1880, before me the subscriber a Justice of the Peace of the State aforesaid in and for the County aforesaid, personally appeared Solomon S. Ecker, who in the above and foregoing deed of Mortgage is appointed the Attorney of the Liberty and New Windsor Turnpike Company, in Frederick and Carroll Counties, to acknowledge the same as its act