

## No. 4743. Equity

Outline of the aforesaid tract called "Choice" (1) North two and a half degrees East, One hundred and twenty four perches to a stone now planted, (2) North two and a half degrees, East, sixteenths of a perch to a stone to be planted now, at the end of two perches on the 11th line of "Kerise's Establishment," aforesaid and with said line by the allowance (3) South fifty eight and a half degrees East One hundred and twenty sixth perch to a stone, and a corner of the Monocacy in said "Kerise's Establishment," and, at the end of 18 $\frac{1}{4}$  furs, on the 4th line as given in a deed from John Sommer to John Sommer Jr, dated Sept. 11th, 1813, and recorded in Liber St. R. No. 45, folios 244 $\frac{1}{2}$ ; and with said line reversed, allowing as aforesaid (4) South fifty eight and a quarter degrees East, Eighteen and three quarters furs, to the beginning of said line at a small heap of little stones, thence with the 3<sup>d</sup> line in said deed reversed, allowing as aforesaid (5) South forty seven and a half degrees East fifteen and three fourths furs to an original stone, at the end of the 27th line of "Kerise's Establishment" aforesaid, thence with the 28th line thereof, by 2 $\frac{1}{2}$ ° Allowance for variation, to correspond with the planted line (6) South thirty six and three fourths degrees East forty six perches to an Original stone, at the end of the 17th line on the "Monocacy on Peace," and, running thence with the 18th line thereof by 1 $\frac{1}{2}$ ° variation (7) South thirty one and three fourths degrees West, ninety-one furs, (crossing the Monocacy and recrossing it) to the Western Bank where a stone is now planted by consent of and agreement of John Wachtler and John W. Albough, they being present as by their written agreement, signed and agreed upon the 22<sup>d</sup> day of Novr 1840, and running thence by the lines in said agreement reversed, up said Western bank of said Monocacy (8) North 19 and three quarters degrees East, thirteen and three quarters perches to a stone now planted, as aforesaid at Spycamore Springs (9) South Eighty nine and a half degrees West, fourteen and a fourth furs, to a stone now planted as aforesaid on the hill, (10) South fifty eight and a half degrees West eighty nine perches to a stone now planted as aforesaid on the North West side of said Wachtler's Road to a field and wood land, thence down, along North West side of said Road (11) South eighty nine and a half degrees West seven and a half perches to a stone now planted as aforesaid at the foot of a Hill (12) North twenty six and a half degrees West, fifty-four and a half furs, to a stone at the end of the line of fifty furs, as mentioned in said agreement, and with said line reversed (13) North twenty five and a fourth degree West fifty furs to intersect the 19th line aforesaid, and with it to the beginning Containing about 15 $\frac{3}{4}$  Acres of Land, Provided that if the said John W. Albough shall pay on the 1st day of April next in the year 1847, to the said Abraham Storer, the sum of One thousand two hundred, and seventy three and 80<sup>ths</sup> dollars, with interest thereon from the 20th day of April 1844, according to the tenor of his promissory note of hand bearing date May 5th 1844 (it being duly stamped according to the requirements of the Law, by this instrument) then this Mortgage shall be void, and the said John W. Albough, and Susan his wife, covenant that they will pay the aforesaid money, and they further covenant that they will pay the aforesaid money, and they further covenant that in default of payment, the said Abraham Storer may enter, Provided that until default of payment the said John W. Albough shall possess the premises, and provided that if default shall be made in the payment of the money aforesaid, or the interest thereon, at the time, and in the manner aforesaid, then it shall be lawful for the said Abraham Storer to sell the said mortgaged premises, on the premises by public sale for Cash, after giving at least three weeks public notice of the time, place, and

(Exhibit No. 2)

(Exhibit)

Public