

No. 4743 Equity



and others Defendants, No 3461 Equity Mocket, by deed, dated on the 23<sup>d</sup> day of March A. D. 1871, and duly recorded in Liber C. D. No. 6 folio 4558<sup>o</sup> one of the Land Records of said County all of which by reference thereto will more fully appear. Provided that if the said Samuel Stambaugh shall pay to the said Abraham Stoner the said principal sum of \$2000 with interest thereon in the following manner and at the following times to wit - Two hundred dollars part thereof on the first day of October Eighteen hundred and seventy two, with interest thereon from the first day of April Eighteen hundred and seventy two, and the remainder \$2000, in five equal Annual payments of Five hundred dollars each payable successively in one, two, three, four and five years from and after the first day of April Eighteen hundred and seventy two with interest thereon respectively and interest payable annually from the said first day of April 1872 till paid according to the tenor of his six promissory notes - one of them for \$200 and five others for \$400 each with interest thereon as aforesaid, being stamped, or having affixed thereon United States Internal Revenue Stamps amounting in the aggregate to the sum or denomination of Two dollars and fifty cents, duly and lawfully cancelled, then this mortgage shall be void, and the said Samuel Stambaugh and Eliza Stambaugh his wife, covenant that they will pay the aforesaid money - and they further covenant that in default of payment the said Abraham Stoner may enter. Provided that until default of payment, the said Samuel Stambaugh and Eliza Stambaugh his wife shall possess the premises and provided that if default shall be made in the payment of the money aforesaid, or of the interest thereon or any part thereof, at the time or times or in the manner aforesaid, then it shall be lawful for, and full power and authority is hereby given and granted to the said Abraham Stoner to sell the said mortgaged premises by public sale thereof for cash and the balance in one year thereafter with interest, after giving at least three weeks public notice of the time place manner and tenor of sale in one of the newspapers printed and published in Frederick County, once a week for three successive weeks prior to the day of sale, to pay the debt, and the surplus of any over to the said Samuel Stambaugh.

Exhibit No. 4

Exhibit

Witness the hands and seals of the Mortgagers.

Test Geo. W. Shauke

Samuel <sup>his</sup> Stambaugh   
 Eliza <sup>his</sup> Stambaugh 

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

I do hereby certify that on this first day of February in the year of Our Lord Eighteen hundred and seventy two, before me the subscriber a Justice of the Peace of the said State, in and for the said County, personally appeared Samuel Stambaugh and Eliza Stambaugh his wife and did each acknowledge the above and foregoing Mortgage to be their respective act, and at the same time before me also personally appeared Abraham Stoner the Mortgage named in the said above or foregoing Mortgage and made oath in due form of law that the consideration named in the said Mortgage is true, and bona fide as therein set forth

Geo. W. Shauke J. P.

State of Maryland, Frederick County, to wit

Thereby certify that the above is a true copy of the Original Mortgage, and copied from Liber C. D. No. 7, folio 700701 one of the Land Records of Frederick County, where the same is recorded.

In testimony whereof I hereunto subscribe my name and affix the Seal of the Circuit Court for Frederick County, this 7th day of December A. D. 1881

Adolphus Fearhake Jr

Clerk



Filed Dec 8, 1881