

No. 11718 Equity

same may be ratified and a trustee appointed to convey said Real Estate to your petitioner and that your petitioner may have such further and other relief as the nature of his case may require. The gross amount of sale herein reported is two hundred and fifty dollars.

All of which is respectfully submitted.

Wm. S. Levy

Johias A. Eckenrode

Solicitor

Mortgagee

William Fisher

Filed December 13, 1881

affidavit  
to report of sale  
rec'd on page 649

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This Mortgage, made this nineteenth (19<sup>th</sup>) day of March in the year one thousand eight hundred and eighty by us Solomon S. Spontz, and Mary S. Spontz his wife of Frederick County, in the State of Maryland; Whereas, I, the said Solomon S. Spontz am now indebted to a certain Johias A. Eckenrode of Carroll County, Maryland, in the sum of two hundred and seven dollars and eighty-two cents, according to the tenor of the promissory note of the said Solomon S. Spontz of our date herewith, passed to the order of the said Johias A. Eckenrode for the said sum of two hundred and seven dollars and eighty-two cents, with interest from the date hereof for the purpose of more effectually securing the payment of the aforesaid promissory note, the said Solomon S. Spontz and Mary S. Spontz have agreed to execute this Mortgage.

Exhibit No. 1

Now this Mortgage Witnesseth, that in consideration of the premises, and of the sum of One dollar, the said Solomon S. Spontz, and Mary S. Spontz his wife, do grant, bargain, sell and convey unto the said Johias A. Eckenrode of Carroll County Md in fee simple, all of the following described real estate lying and being in Frederick County, State of Maryland, being part of a tract called "The Recovery on Good Neighbourhood," lying and being in Johnsville District Frederick County, and contained within the following metes and bounds courses and distances to wit: Beginning for the same in the Johnsville Public Road at the North East corner of said part of Land as now laid out as a lot and running thence South thirty-six degrees East ten perches thence along the land of Henry C. Purnington or South fifty five and a fourth degree West thirty five perches; thence South twenty six degrees West ten perches thence by and with a straight line to the place of beginning, Containing Two Acres and Eighteen square perches of Land, more or less. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto in any wise appertaining.

Provided that if the said Solomon S. Spontz, his heirs, executors, administrators or assigns shall pay to the said Johias A. Eckenrode, his heirs and assigns the said sum of two hundred and seven dollars and eighty-two cents with the interest thereon according to the tenor of the promissory note as aforesaid on or before the ninth day of March Eighteen hundred and eighty-one, and shall perform all the covenants herein on his or their part to be performed, then this Mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Solomon S. Spontz & wife may hold and possess the aforesaid property, upon paying in the meantime, all taxes on said property, and on the Mortgage, debt and interest hereby intended to be secured; which taxes, mortgage debt and interest thereon the said Solomon S. Spontz & wife hereby covenant to pay when legally demandable.

But in case of default being made in the payment of the mortgage debt aforesaid, or of the interest thereon in whole or part, or in any agreement, covenant or con-