

No. 4798 Equity.

with the Boiler, Engine, Disintegrator, Stamps, Crusher, Mixer, Screws, Pulleys, Shafting, Belting, and all other machinery and fixtures in and about the same. Provided that if the said Charles E. Cassell shall pay to the said Richard O. Martin the said sum of thirty-five hundred dollars with the interest due thereon, on or before the twenty-sixth day of October in the year eighteen hundred and seventy-eight, and shall pay the interest thereon semi-annually according to the tenor of his said promissory note then this mortgage shall be void

And the said Charles E. Cassell and Julia C. Cassell his wife, covenant with the said Richard O. Martin that they will keep the property hereby conveyed insured against loss by fire for at least four thousand dollars during the continuance of this mortgage, and that they will pay the premiums thereon, and they further covenant that in case they should fail to pay said premiums at the time when they are properly payable that then it shall be lawful for the said Richard O. Martin to pay the same and he shall be entitled to a lien on the property hereby conveyed for the same in the same manner and to the same extent, as if they were originally and in the first instance covenanted in this mortgage.

Provided further that if default shall be made in the payment of the said sum of thirty-five hundred dollars or of the payment of the interest thereon when the same shall become due and payable in accordance with the tenor of the note aforesaid, then it shall be lawful for Benjamin F. Brown to sell the said mortgaged property at public sale for cash, at the City Hotel in Frederick City after having given at least three weeks previous notice of the time, place, manner and terms of sale in some newspaper printed in Frederick County, and to apply the proceeds of sale to the payment in the first place of the costs and expenses incident to said sale, including usual chancery commissions and necessary counsel fees, then to the payment of the mortgage debt and all interest due thereon and then to pay the balance if any to the said Charles E. Cassell.

Witness our hands and seals

Test  
Fredk. White

Charles E. Cassell  
Julia C. Cassell

State of Maryland, Frederick County, J.

I hereby certify that on this twenty-sixth day of October in the year Eighteen hundred and seventy-six before the subscriber, a Justice of the Peace of the said State, in and for the county aforesaid, personally appeared Charles E. Cassell and Julia C. Cassell his wife and did each acknowledge the foregoing mortgage to be their respective act.

Fredk White J. P.

State of Maryland, Frederick County, to wit:

I hereby certify that on this twenty-eighth day of October in the year Eighteen hundred and seventy-six before the subscriber a Justice of the Peace of the said State in and for the County aforesaid, personally appeared Benjamin F. Brown, agent of Richard O. Martin, the mortgage named in the foregoing mortgage, and made with me due form of Law that the consideration in the said mortgage is true and bona fide as therein set forth. - And the said Benjamin F. Brown, further in like manner