

No. 11751 Equity

This Mortgage made this first day of June Eighteen hundred and seventy-five, by us Nathan Odou and Frances Odou, his wife, of Frederick County, in the State of Maryland, Metresseth, that in consideration of the sum of One hundred and fifty dollars, now due from us, the said Nathan Odou and Frances Odou, his wife, to Ezra Michael of said County and State, upon a sealed note of our date hereunto, payable to the said Ezra Michael, or order, one year after date, with interest from date, and for the better securing the payment of the said sealed note, at maturity and the interest thereon, we, the said Nathan Odou and Frances Odou his wife, do grant in fee simple, unto the said Ezra Michael, all that part of a tract of land, situate and lying in the county of Frederick and State of Maryland, being part of a tract of Land called "Hell in the Middle," containing five acres, three rods and twenty perches of land, more or less, being particularly described by metes and bounds, courses and distances in a deed from Elias S. Delashmitt to Annie Florence Hefon and Mary M. Hefon, dated the 9th day of February, in the year 1875, and recorded in the Land Records of Frederick County, in Liber F. G. No. 2 folios 552 D., and being the same property and premises this day conveyed by Ezra Michael, trustee, to said Frances Odou, and intended to be recorded among the Land Records of Frederick County, aforesaid, simultaneously with these presents.

Exhibit No. 2

Provided, that if the said Nathan Odou and Frances Odou, his wife, or either of them, shall fail to pay to the said Ezra Michael, the sealed note aforesaid, at maturity, with the interest thereon, then this mortgage shall be void.

Provided, that until default be made in the payment of the sealed note aforesaid, or of the interest thereon, the said Nathan Odou and Frances Odou, his wife, shall possess the mortgaged premises as if their present estate therein: And provided, that if default shall be made in the payment of the sealed note aforesaid, at maturity, or of the interest thereon, then it shall be lawful for the said Ezra Michael, his personal representatives or assigns, to sell the said mortgaged premises, at the premises, by public Auction for cash, after giving at least three weeks public notice of the time place and terms of sale, in some newspaper published in Frederick County, once a week prior to the day of sale, and to apply the proceeds of such sale to the payment, in the first place of the expenses attending said sale, including Prindal fees and Commissions, and then, to the payment of the said sealed note and interest, and the surplus, if any, to pay the same over to the said Frances Odou for her own exclusive use and benefit.

Test: Witness our hands and seals  
J. Marian Faule  
W. Mahony

Nathan Odou  
Frances Odou

State of Maryland, Frederick County

I hereby certify, that on this first day of June in the year Eighteen hundred and seventy-five, before me the subscriber, a Justice of the Peace of the State of Maryland, and for the County of Frederick aforesaid, personally appeared Nathan Odou and Frances Odou his wife and did each acknowledge the aforesaid Mortgage to be their respective act. And at the same time and place, before me also appeared Ezra Michael, the Mortgagee therein named, and made oath in due form of law on the Holy Evangelists of Almighty God that the consideration in the said Mortgage is true and bona fide as therein set forth.

Filed June 10th 1882

W. Mahony J.P.

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