


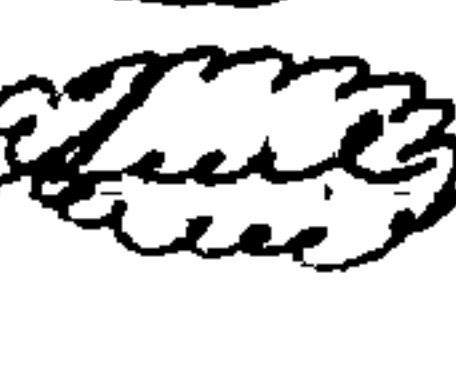
No. 11511 Equity.

Notice is for the purpose of paying part of the purchase money due and owing upon the separate estate of the said Margaret E. Colabaugh, and of using and expending the residue thereof in and about the improvement of the same and have executed to the said Catharine C. Lester their sealed note therefor of even date herewith, payable to the said Catharine C. Lester, or order, one year after date with interest from date the interest to be paid semi-annually, in which note the said Margaret E. Colabaugh agreed to pledge her separate estate for the payment thereof: And for the purpose of securing the payment of said sealed note at maturity, and the interest thereon semi-annually, the said Margaret E. Colabaugh hath agreed in conjunction with her husband to mortgage her separate estate therefor And therefor in consideration of the premises we the said Norman B. Colabaugh and Margaret E. Colabaugh, his wife, do grant, in fee simple, unto the said Catharine C. Lester, all that part of a tract or parcel of Land, with the improvements thereon situated lying and being in the County of Frederick, and State of Maryland, being part of a tract of land called "Middle Plantation", containing thirty eight and a half acres and thirty five square perches of land, and being particularly described by metes and bounds, courses and distances in a deed of even date herewith, from Henry M. Spidoff, to the said Margaret E. Colabaugh, wife of Norman B. Colabaugh for ^{her} sole and separate use and intended to be recorded simultaneously with these presents among the Land Records of Frederick County, reference being had to said deed will appear. His being the first mortgage given upon the same, and it to be regarded as having precedence of a Mortgage this day executed upon the same premises to Henry M. Spidoff for part of the consideration money therefor. Provided that if the said parties of the first part shall pay over before the thirtieth day of January, in the year Eighteen hundred and twenty three, to the said Catharine C. Lester the said sum of Seven hundred Dollars specified in the sealed note aforesaid, and shall also pay the interest thereon semi-annually, according to the tenor of said sealed note, then this mortgage shall be void.

Provided, that until default of payment of the said sealed note, or of the interest thereon semi-annually, the said of the first part shall retain possession of the mortgaged premises. - And provided that if default shall be made in the payment of the money aforesaid, or of the interest thereon at the time or in the manner aforesaid, then it shall be lawful for Sebastian G. Cooney of Frederick County, agent of the Mortgage, to sell the said mortgaged premises at the City Hotel in Frederick Town, 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 Town 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 and then to the payment of the said debt, and the surplus, if any to pay to the said Margaret E. Colabaugh, for her sole and separate use.

Witness our hands and seals.

Test
W. Mahony

Norman B. Colabaugh 
Margaret E. Colabaugh 

Which is thus endorsed by:

State of Maryland, Frederick County, to wit:

I hereby certify that on this Thirtieth day of January in the year Eighteen hundred and twenty two, before me the subscriber a Justice of the Peace of the State of Maryland, in and for the County of Frederick aforesaid, personally appeared Norman B. Colabaugh, and Margaret E. Colabaugh his wife and did each acknowledge