

No. 4520 Equity.



In testimony whereof I hereto subscribe my name and affix the Seal of the Circuit Court for Frederick County, this 23<sup>d</sup> day of May A. D. 1852

Adolphus Scarbake Jr. Clerk.

Filed Oct. 20, 1852.

At the request of Hiram Plaine the following Mortgage was Recorded Oct. 15<sup>th</sup>, 1851.

This Mortgage, made this twenty second day of June in the year of our Lord One thousand eight hundred and seventy five by us Michael Bartholow & Elizabeth Bartholow his wife of Washington County in the State of Maryland, Witnesses. That in consideration of the sum of Fifteen hundred and eleven Dollars (\$1511) with interest thereon from the date hereof now due from the said Michael Bartholow & Elizabeth Bartholow his wife to Hiram Plaine of Carroll County in the said State do hereby grant unto the said Hiram Plaine the following described tract or parcel of Land, and premises being and lying in Frederick County and State aforesaid. It being all of that certain tract or parcel of Land containing Forty two acres more or less which is conveyed by deed from William Huddelar and Margaret Huddelar his wife dated April 18<sup>th</sup> A. D. 1843, to the said Michael Bartholow, and said deed being duly recorded among the Land Records of Frederick County, in Liber N. S. No. 18 folio 533 & all of which by a reference thereto being had for a detailed description thereof by metes and boundaries, courses, distances, and calls will more fully and at large appear. Provided that if the said Michael Bartholow shall pay on or before the the twenty second day of June in the year Eighteen hundred and seventy six to the said Hiram Plaine the said sum of Fifteen hundred and Eleven dollars with interest thereon from the date hereof, according to the term of his promissory note of even date herewith, payable one year after date, with interest thereon from date then this Mortgage shall be void.

Exhibit No. 2 with 3<sup>d</sup> Part of sale.

And the said Michael Bartholow & wife, covenant that they will pay the aforesaid money, and they further covenant that in default of payment the said Hiram Plaine may enter. And provided, that if default shall be made in the payment of the money aforesaid, or any part thereof, or of the interest thereon, or of any part thereof, at the time or in the manner aforesaid, then it shall be lawful for the said Hiram Plaine and he is hereby fully authorized and empowered to sell the said Mortgaged premises at Public Sale for One half Cash and the balance in one year thereafter, with interest, after giving at least three weeks public notice of the time place manner & terms of sale, in one of the Newspapers published in Frederick County, once a week for three successive weeks prior to the day of sale, to pay the debt, and all costs charges fees & expenses incident to said foreclosure, and the surplus (if any) over to the said mortgagee.

We keep our Hands and Seals

Test  
Jestina Switzer

Michael Bartholow  
Elizabeth A. Bartholow

Which is thus endorsed, viz:

State of Maryland Carroll County, to wit:

I do hereby certify that on the Twenty second day of June in the year of our Lord Eighteen hundred and seventy five before me the subscriber a Justice of the Peace of the said State, in and for the said County personally appeared Michael Bartholow and Elizabeth Bartholow his wife being the