No. 4844 Equity.

of ground and premises hereby conveyed being the same property and premises this day conveyed by the said Charles W. Ross, Trustee, to the said Mary R. Myers and intended to be recorded among the Land Records of said County, simultaneously herewith. Provided that if the said parties of the first part or either of them shall pay on or before the Eleventh day of March in the year Eighteen hundred and Seventy four to the said Charles W. Ross, Trustee, the said sum of Two thousand Five hundred Dollars with interest thereon from the date hereof and shall pay the said interest semi-annually, accounting from the date hereof, then this Mortgage shall be void.—

And the said parties of the first part hereby covenant that they will pay the aforesaid money and the interest thereon semi-annually and they further covenant and agree with the said Charles W. Ross, trustee, his personal representatives, and assigns, in like manner, that in default of payment of the said sum of money, or the interest thereon semi-annually, the said Charles W. Ross trustee may enter and take possession of the property aforesaid. Provided that until default of payment of the said sum of money, or of the interest thereon semi-annually, the said parties of the first part shall possess the premises as of their present estate therein. And provided that if default shall be made in the payment of the money aforesaid, or of the interest thereon semi-annually, then it shall be lawful for the said Charles W. Ross, trustee, his personal representatives and assigns to sell the said Mortgaged premises at the City Hotel in Frederick Town by public Auction for Cash after giving at least twenty days 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,

Eqh. No. 1 and to apply the proceeds of such sale to the payment in the first place, of the expenses attending said sale, together with such Commissions to the said Charles W. Ross, trustee, as are usually allowed to trustees for sales made under decrees in Courts of Equity, and then to the payment of the said debt, and interest, and the surplus if any to pay to the said Mary R. Myers for her own separate use and benefit. And it is also agreed by and between the parties to these presents, that the parties of the first part shall and will keep the buildings erected upon the premises above conveyed insured against loss by fire and assign the policy and certificate thereof, to the said Charles W. Ross, Trustee, his personal representatives or assigns, and in default thereof, it shall be lawful for the said Charles W. Ross, trustee, his personal representatives and assigns to effect such insurance and the premium and premiums so paid for effecting the same shall be a lien on the said mortgaged premises as if included in the first instance in the Mortgage itself.

Witness our hands and seals.

Test
W. Mahony

J. Oliver Myers (Seal)
M. R. Myers (Seal)

Which is thus endorsed.

State of Maryland, Frederick County, to wit:

I hereby certify that on this Eleventh day of March in the year Eighteen hundred and Seventy three, before me the subscriber a Justice of the Peace of the State of Maryland, in and for the County of Frederick aforesaid, personally appeared J. Oliver Myers, and Mary R. Myers his wife, and did each acknowledge the aforegoing Mortgage to be their respective act; and at the same time before me also appeared, Charles W. Ross, trustee, the Mortgagee named in the foregoing Mortgage, and made oath in due form of law, on the Holy Evangely of Almighty God that the consideration in the said Mortgage is true and bona fide as therein set forth.

W. Mahony J.P.

For value received of James M. Hood, and by Order of the Circuit Court for Frederick County sitting as a Court of Equity, passed in No. 4025 Equity on the Petition