No. 11890 Equity

note of even date with these presents, payable in one year from this date, with interest from the 1st of January, 1881, and whereas it is the desire of the said Charles L. Nichols and Harriet A. Nichols his wife to secure the payment of said indebtedness of Four hundred Dollars, and the interest that may become due thereon and to that end they execute this Mortgage. Now therefore in consideration of the premises and one dollar in hand paid, we the said Charles L. Nichols and Harriet A. Nichols his wife, do grant unto John C. Motter the following described property, to wit: All that part of a Lot or parcel of Land, with the improvements thereon situate lying and being in the Village of the Point of Rocks, in the County of Frederick and State of Maryland, at present in the occupancy of Hanson Carter, it being the same property conveyed by John H. Taylor and Susan E. Taylor his wife to the said Harriet A. Nichols by deed duly recorded in Liber J. G. No. 9, folio 418 &c. one of the Land Records of Frederick County, by reference whereto it will fully and at large appear. But it is provided that if the said Charles L. Nichols and Harriet A. Nichols his wife, or either of them shall pay to the said John C. Motter the said sum of Four hundred Dollars with the interest thereon, according to the tenor of said promissory note at its maturity, then this Mortgage shall be void, and it is further provided that if default shall be made in the payment of the money aforesaid or the interest thereon at the time or in the manner specified in said promissory note, then it shall be lawful for the said John C. Motter to sell the said Mortgaged premises at the American Hotel, in the Point of Rocks by public Auction for cash, after giving at least three weeks public notice of the time place, manner and terms of sale, in one or more newspapers published in Frederick County at least once a week for three successive weeks prior to the day of sale, and to apply the proceeds of said sale 1st, to the payment of the expenses attending said sale, including the usual Chancery Commissions, and all public taxes, 2nd to the payment of the debt hereby secured, and the surplus, if any to be paid to the said Harriet A. Nichols.

Witness our hands and seals.

Witness
Robert Stokes

Charles L. Nichols (Seal)
Harriet A. Nichols (Seal)

State of Maryland, Frederick County, Set:

I hereby certify that on this 26th day of August A. D. 1880, before the subscriber a Justice of the Peace of the State of Maryland, in and for Frederick County personally appeared the above named Charles L. Nichols and Harriet A. Nichols his wife, and did each acknowledge the aforegoing Mortgage to be their respective act, and at the same time came personally appeared John C. Motter, the above named Mortgagee and made oath in due form of Law, that the consideration in the said Mortgage is true and bona fide as therein set forth.

Filed April 27, 1883.

Robert Stokes J. P.

State of Maryland, Frederick County, Set:

I hereby certify that the aforegoing is a true copy of the Original Mortgage, as recorded in Liber A. L. No. 2 folio 274 &c, one of the Land Records in the Office of the Clerk of the Circuit Court for Frederick County.

Exhibit