

No. 4866 Equity

(3) N 6° West 90 perches, (4) N 19° East 65 perches (5) S 43° West, 223, (6) S 23° West, 57 perches (7) S 86° West, 55 perches to intersect the 2nd line of a tract of Land "The Request," at the end of 83 perches, then with said land two lines, viz: (8) South 77 perches, (9) S 68° West 15 1/2 perches to intersect a line drawn from the end of the 7th line of "Ship," to the end of 3^d "Good Luck," then with said line (10) S 57 1/4° East 6 perches, to the end of the 3^d line of "Good Luck," then with it two lines (11) N 69° East, 170 perches, (12) S 42° 35' E. 101 1/2 perches, to the beginning, containing about Two hundred and fourteen acres of land, excepting thereout and herefrom about 43 Acres of land heretofore sold and conveyed to Mr. William A. Warner. Provided, that if the said Hamilton Nevilliss, shall pay to the said Thornton Poole, the said note aforesaid, for the sum of One thousand Dollars, with interest thereon from the date hereof according to the tenor of said sealed note then this Mortgage shall be void. Provided, that until default be made in the payment of the same, with the interest thereon as aforesaid, the said Hamilton Nevilliss, shall possess the premises, and Provided that if default shall be made in the payment of the said sealed note, and the interest thereon as aforesaid, then it shall be lawful for the said Thornton Poole to sell the said Mortgaged premises, on the premises, by public Auction for cash, or upon such credit as he may think best, after giving at least three weeks public notice of the time, place and terms of sale in some one or more newspapers 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 to the expenses attending said sale, including Counsel fees & Commissions. Secondly to the payment of the said sealed note and the interest thereon, and the surplus, if any to pay over to the said Hamilton Nevilliss. Witness our hands and seals.

Recorded
No. 1

Test

A. Breunissen

Witness

Hamilton Nevilliss

Mary E. Nevilliss

Which is thus endorsed, viz: -

State of Maryland, Frederick County, to wit:

I hereby certify that on this second day of April, in the year Eighteen hundred and twenty eight, before me the subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared Hamilton Nevilliss & Mary E. Nevilliss his wife, and did each acknowledge the aforesaid Mortgage to be their act and deed, and at the same time also personally appeared Thornton Poole, and made oath according to law that the consideration in foregoing Mortgage is true and bona fide as therein set forth.

A. Breunissen J.P.

Linganore, May 30th 1879

For value received, I hereby assign the within Mortgage to Charles A. Stovood.

Thornton Poole

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