

No. 4905 Equity

{ At the request of John W. Hilleary, the following Mortgage was recorded April 16th, 1875.

This Mortgage, made this fifteenth day of March in the year Eighteen hundred and seventy-five, by us James Colliflower, and Catharine Colliflower his wife, of the City of Washington, in the District of Columbia, Witnesseth, that in consideration of the sum of Five hundred and sixty-five dollars, now due from us the said James Colliflower and Catharine S. Colliflower his wife, to John W. Hilleary of the County of Frederick, in the State of Maryland, upon a sealed note, dated the first day of February in the year Eighteen hundred and seventy-five, and payable one year after date to John W. Hilleary, or order, with interest from date and for the better securing the payment of the said sealed note, at maturity, and the interest thereon, We the said James Colliflower and Catharine S. Colliflower his wife do grant in fee simple unto the said John W. Hilleary, all that parcel of Land situate and lying in the County of Frederick, and the State of Maryland, containing Five Acres and Seventy square perches of Land, being parts of "Lots No. 8 and No. 9," said Lots being parts of the tract of Land, called "The Resurvey on Maryland," and being particularly described by metes and bounds, courses and distances in a deed from Henry B. Schroeder and wife & others to Catharine S. Colliflower, dated the 28th day of March in the year Eighteen hundred and sixty-seven and recorded in the Land Records of Frederick County, aforesaid, in Liber B. S. 19, No. 1, folio 395, as by reference thereto will appear. Provided that if the said James Colliflower and Catharine S. Colliflower his wife or either of them shall pay on or before the first day of February, in the year Eighteen hundred and seventy-six, to the said John W. Hilleary the sum of Five hundred and sixty-five dollars with interest thereon from the first day of February in the year Eighteen hundred and seventy-five, according to the tenor of their sealed note, aforesaid, then this Mortgage shall be void. Provided that until default be made in the payment of the sealed note aforesaid or of the interest thereon, the said James Colliflower and Catharine S. Colliflower shall possess the Mortgaged premises, as of their present estate therein, and provided that if default shall be made in the payment of the sealed note, aforesaid at maturity, or of the interest thereon then it shall be lawful for the said John W. Hilleary, his personal representatives or assigns to sell the said Mortgaged premises at the premises by Public Auction for Cash, after first giving at least three weeks public notice of the time place and terms of sale in some newspaper 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 of the expenses attending sale and then to the payment of the said sealed note and interest and the surplus if any there be to pay the same over to the said Catharine S. Colliflower.

Exhibit A

Witness our hands and seals

Test
William Fitch

James Colliflower
Catharine S. Colliflower

Which is thus endorsed viz:

District of Columbia, Washington County, to wit:

I hereby certify that on this fifteenth day of March in the year Eighteen hundred and seventy-five before me the subscriber a Notary Public of the County of Washington in the District of Columbia, duly Commissioned and qualified, according to Law, and residing in Washington City, personally appeared James Colliflower and Cath-