

No. 4851 Equity.

{ At the request of Jacob Ann Waskey the following Mortgage
is recorded April 16th, 1878.

This Mortgage, made this 12th day of April, 1878, by us, Levin C. Beall and Elizabeth C. Beall his wife, of Frederick County in the State of Maryland Witnesses, Whereas Jacob Ann Waskey has obtained a Judgment in the Circuit Court for Frederick County, against the above named Levin C. Beall for the sum of 2458, with interest from August 7th 1877, and the said Levin C. Beall has agreed to execute this Mortgage for the said sum of \$2458 with interest from August 7th 1877, and consolidated into one principal sum and said Jacob Ann Waskey has agreed to accept the same in full payment of said Judgment: Now this Mortgage Witnesses, that in consideration of the premises, and of the sum of One Dollar, the said Levin C. Beall, and Elizabeth C. Beall, his wife do grant and assign unto the said Jacob Ann Waskey in fee simple, all those tracts, parts of Tracts or parcels of Land, situated, lying and being in Frederick County, which were conveyed to said Levin C. Beall by Edward Nicholas, Executor of the last will and Testament of Jacob Nichol, late of Montgomery County deceased, by deed bearing date December 23rd 1869, and duly recorded in Liber C. No. 44 folio ⁴⁵⁸ 641, one of the Land Records for Frederick County, and containing Two Hundred and thirty seven Acres and thirteen Square perches of Land, more or less, being the farm called Nichols Runway, and being the farm on which said Levin C. Beall now resides together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereto in anywise appertaining—Provided that if the said Levin C. Beall, his heirs, Executors, administrators, or assigns shall pay to the said Jacob Ann Waskey the sum of Two Thousand Five hundred and fifty six dollars and thirty two cents, on or before the 12th day of April in the year 1880, with interest thereon, payable semi-annually, on the 12th days of April and October in each year until the said principal debt is paid and shall perform all the covenants therein on his part to be performed, then this Mortgage shall be void. And it is agreed that until default be made in the premises, the said Levin C. Beall may possess the aforesaid property out of his present estate therein. But in case of default being made in the payment of the Mortgage debt aforesaid or of the interest thereon, at the times and in the manner stipulated herein, or in any any covenant or condition of this Mortgage, then the entire Mortgage debt hereby intended to be secured shall at once become due and demandable, and these presents are hereby declared to be made in trust, and the said Jacob Ann Waskey, her heirs, Executors, administrators and assigns, or William P. Maulsby Jr. her duly Constituted Attorney or Agent, are hereby Authorized and empowered at any time thereafter to sell the the property hereby Mortgaged or so much thereof as may be necessary which sale shall be made in the manner following, by giving at least twenty days notice of the time, place, manner and terms of sale, in some newspaper published in Frederick County, and the proceeds arising from such sale to apply: first to the payment of all expenses incident to such sale including a Commission of Five per cent to the party making said sale; secondly to the payment of all moneys owing under this Mortgage whether the same shall then have matured or not and as to the balance to pay it over to the said Levin C. Beall, his heirs or assigns. Witnesses our hands and seals of said Mortgage.

Test: W. Makomy

Levin C. Beall
Elizabeth C. Beall

Exhibit A.