

No. 4954 Equity

have all other relief, which he may be entitled, he will ever pray &c

J. Hamilton Rapp.

State of Maryland, Frederick County, Sct.

I hereby certify that on this 9th day of January A.D. 1884, before me a Justice of the Peace in and for the County and State aforesaid personally appeared J. Hamilton Rapp and made oath in due form of law that the matters and things stated in the foregoing report and petition are true to the best of his knowledge and belief and the sale therein reported was fairly made

Filed January 11, 1884

James H. Cleason J.P.

At the request of Lucia R. Reed the following Mortgage is received for Record and recorded August 1st 1883 at 10 O'clock 50 minutes A.M. Test: Adolphus Freshake Jr Clerk.

This Mortgage made this thirty first day of July in the year One thousand Eight hundred and Eighty three by and between Stephen Oliver Rapp an unmarried man of Frederick County in the State of Maryland of the first part and Lucia R. Reed wife of Albert W. Reed of the City of Baltimore in the State of Maryland of the second part. Whereas by an Indenture of Mortgage bearing date the 30th August 1881 and recorded among the Land Records of said County in Liber A. F. No 3 folio 652, the said Stephen Oliver Rapp thereby granted certain property therein referred to unto the said Lucia R. Reed for the purpose of securing the prompt payment of a certain promissory note therein mentioned, made and delivered by him to her the same bearing date 30th August 1881 for the sum of Fifteen hundred dollars & payable two years after date, and to secure the prompt payment of the interest thereon according to the tenor of certain other promissory notes therein mentioned, and whereas the said sum of fifteen hundred dollars hath not been paid, the same not having matured according to the terms of the said promissory note given therefor, and it hath been agreed by and between the parties hereto this mortgage upon certain other property of said Rapp in said County should be executed and delivered by him to the said Lucia R. Reed for the purpose of giving her additional security for the prompt payment at maturity of the said promissory note of Fifteen hundred dollars together with all interest thereon due and to accrue thereon wherefore these presents are executed. Now this Mortgage witnesseth that in consideration of the premises and of the sum one dollar the said Stephen Oliver Rapp doth grant, bargain sell and convey unto the said Lucia R. Reed her heirs and assigns in fee simple all those tracts or parcels of Land, lying and being in Frederick County aforesaid, containing in the aggregate Eighty nine (89) acres three (3) rods and nineteen (19) perches of Land more or less which were conveyed to the said Stephen Oliver Rapp by William Stetely and wife by deed bearing date the 18th day of July in the year 1882 and recorded in Liber A. F. No 5 folio 463 &c one of the Land Records of Frederick County aforesaid, for more particulars this reference thereto is hereby made, Together with the buildings and improvements thereon and the rights, roads, ways, waters privileges and appurtenances thereto in any wise appertaining. Provided that if the said Stephen Oliver Rapp his heirs, Executors, administrators or assigns shall punctually pay to the said Lucia R. Reed her executors, administrators or assigns the aforesaid sum of money with interest thereon according to the tenor and effect of the promissory note herein before recited and referred to and shall perform all the Covenants herein on his or their part to be performed, then this mortgage shall be void. And it is agreed that until default be made in the premises, the said Stephen Oliver Rapp may hold and possess the aforesaid property upon paying in the mean time all taxes on said property and on the mortgage debt and interest hereby intended to be secured, which taxes, mortgage debt and interest thereon, the said Mortgagor for himself, his heirs Executors, administrators and assigns hereby Covenant to pay when legally demandable. But