

No 4950 Equity

petition are true, to the best of his knowledge and belief and the sale therein reported was fairly made

Asaphus Fearhake Jr
Clerk

Filed December 17. 1883

At the request of Robert C. Probe & Nicholas Thompson the following mortgage is received and recorded May 18. 1883. at 9 O'clock 25 minutes A.M. Test: Asaphus Fearhake Jr Clerk.

This Mortgage, made this 16th day of May in the year Eighteen hundred and Eighty three, by me, Sarah Williams of Frederick County in the State of Maryland, Witnesseth whereas, the said Sarah Williams together with Robert C. Probe and Nicholas Thompson of said County and State as her sureties, stands indebted to "The Frederick Town Savings Institution" a body corporate of the State of Maryland in Frederick in the sum of Five hundred and Seventy five dollars upon a joint and several promissory note bearing even date herewith, and payable to the said Frederick Town Savings Institution or order, six months after date, and for the purpose of saving harmless and keeping indemnified the said Robert C. Probe and Nicholas Thompson from and against all loss, cost, charges, damages and expenses what so ever, that might result to them by reason or by means of their suretyship in said promissory note or in any other note or notes that may from time to time hereafter be given in renewal of the same, or for any part thereof, the said Sarah Williams has agreed to execute these presents. Now therefore in consideration of the premises and of the sum of One dollar paid by the said Robert C. Probe and Nicholas Thompson to the said Sarah Williams, the receipt whereof is hereby acknowledged, I the said Sarah Williams do grant in fee simple unto the said Robert C. Probe and Nicholas Thompson all that Lot of ground, with the buildings thereon fronting on the North side of All Saints Street in Frederick City Frederick County Maryland, being the same lot of ground which was conveyed to the said Sarah Williams by deed from John W. McDaniel and wife bearing date the fifth day of May A.D. 1882 and duly recorded in Liber A. F. No 5. folio 284 &c one of the Land Records of Frederick County and being the same lot of ground which the said John W. McDaniel obtained by deed from Francis Markell and wife dated the third day of October A.D. 1870 and Recorded in Liber C. M. No 8. folio 536 one of the Land Records of Frederick County aforesaid as by reference to said deed will more fully and at large appear. Provided that if the said Sarah Williams shall pay to the said Frederick Town Savings Institution, the promissory note aforesaid at maturity or shall pay any renewal thereof when such renewal note, shall mature and fall due and payable and when payment thereof shall be demanded by the said Frederick Town Savings Institution so as to release the said Robert C. Probe and Nicholas Thompson from all liability therefor, then this mortgage shall be void. And the said Sarah Williams, covenants with the said Robert C. Probe and Nicholas Thompson that she will keep during the continuance of this mortgage the buildings erected upon the mortgaged property insured for a sum of not less than Five hundred (500) dollars paying the premiums and assessments thereon as they fall due and that she will assign the Policy of Insurance to the said Robert C. Probe and Nicholas Thompson for their benefit in case of loss by fire and the said Sarah Williams further in like manner covenants that should she fail in this particular and the said Robert C. Probe and Nicholas Thompson pay the premiums and assessments necessary to keep said Policy of Insurance in force the amount of the premiums and assessments so paid with interest thereon shall be a lien on the mortgaged property as though included in the first instance in the mortgage itself. Provided, that until default be made in the payment of the promissory note aforesaid at maturity or of any renewal thereof when such renewal note shall mature and fall due and payable, and payment thereof shall be demanded by the said Frederick Town Savings Institution or in the performance of any performance of the covenants herein contained, the said Sarah Williams shall possess the mortgaged premises as if her present Estate therein. And provided that if default shall be made in the payment of the promissory note