

No. 4968 Equity

The hereafter conveyed lot or parcel of ground at and for the sum of Seventeen hundred dollars and about to receive simultaneously with the execution & delivery hereof a Deed for said property and where as this Mortgage is about to be executed to secure the sum of Twelve hundred dollars of the unpaid purchase money of said land, Now this Mortgage witnesseth that for and in consideration of the sum of Twelve hundred dollars now due and owing by me the said Bushrod Poole to Theresa A Simmons and to secure the payment of two promissory notes of even date herewith each for the sum of Six hundred dollars and payable the one in one year from March 8<sup>th</sup> 1880 and the other in two years March 8<sup>th</sup> 1880 and bearing interest payable semi annually. I the said Bushrod Poole do grant unto Theresa A Simmons all that lot tract or parcel of land with the improvements thereon situated lying and being in Frederick County, which was conveyed to said Theresa A Simmons by James S Simmons, by deed dated July 15, 1876, duly recorded in Liber T. G. No. 6 folio 195 & is one of the land Records for Frederick County the tract parcel or lot of ground hereby conveyed being the same land conveyed to said Bushrod Poole by deed of even date herewith by said Theresa A Simmons delivered simultaneously with this mortgage. Provided that if the said Bushrod Poole shall pay to the said Theresa A Simmons the two promissory notes aforesaid at maturity and the interest thereon semi annually according to the tenor thereof then this mortgage shall be void. Provided that until default shall be made in the payment of said notes or of the interest thereon semi annually according to the tenor thereof the said Bushrod Poole shall possess the premises as of his present estate therein and the said Bushrod Poole for himself his heirs and representatives covenants with the said Theresa A Simmons that he will keep the mortgaged premises insured for the sum of at least one thousand dollars and will assign said Policy of Insurance to said Theresa A Simmons and that he will pay all taxes and assessments levied by law on the mortgaged premises and upon the mortgaged debt hereby created within the time limited by law for such payments, and provided that if default shall be made in the payment of said two notes or either of them when the same shall mature or of the interest semi annually on the same according to the tenor thereof or if the said Bushrod Poole shall fail to keep said property insured as herein covenanted or to pay the taxes and assessments as herein agreed, then it shall be lawful for the said Theresa A Simmons or her lawfully constituted attorney to enter upon said premises, the whole of the mortgaged debt herein mentioned shall be deemed due and demandable and it shall be for the said Theresa A Simmons or her lawfully constituted attorney to sell said mortgaged premises for cash upon the premises after giving at least twenty days public notice of the time, place manner and terms of sale in some newspaper published in Frederick County prior to said sale, and to apply the proceeds of such sale to the payment in the first place of the expenses attending such sale including reasonable counsel fees and commissions such as are allowed in sales under a decree of a Court of Equity, then to the payment in full of said promissory notes and the interest due thereon, whether said notes or either of them are then due or not according to their tenor, and the surplus if any to the said Bushrod Poole

Witness my hand and seal

Test: Joseph O Mobley

Bushrod Poole M. D. Seal

State of Maryland, Frederick County, to wit:

On this 1<sup>st</sup> day of April 1880 before the Subscriber a Justice of the Peace of the State of Maryland in and for Frederick County personally appeared Bushrod Poole and acknowledged the foregoing deed of Mortgage to be his act, and at the same time personally appeared Theresa A Simmons and made Oath on the Holy Evangelists of Almighty God that the consideration in said Mortgage expressed is true and bona fide as therein set forth

Joseph O Mobley J.P.

State of Maryland Frederick County to wit:

I hereby certify that the foregoing is a true copy of the Original Mortgage