

No. 5000 Equity

day of October in the year of our Lord one thousand eight hundred and fifty one before the subscribers two Justices of the Peace of the State of Maryland in and for the County aforesaid personally appeared Corilla H. Smith Ex^{or} and Philimon M. Smith Ex^{or} (of John H. M. Smith late of Frederick County deceased) they being known to us to be the persons who are named and described as and professing to be the parties to the foregoing deed or indenture and do acknowledge the said indenture or instrument of writing to be their act and deed according to the true intent and meaning thereof. In testimony whereof we hereby subscribe our names on the day and year aforesaid.

Acknowledged before testified by

Reuben Selmer

Joel Hall

State of Maryland, Frederick County to wit:

I hereby certify that the foregoing is a true copy of the original Indenture, as recorded in Liber C. S. No. 1. folio 64, one of the Land Records in the Office of the Clerk of the Circuit Court for Frederick County.

In testimony whereof I hereto subscribe my name and affix the Seal of the Circuit Court for Frederick County this 28th day of July A. D. 1854.



Filed July 29, 1854.

Adolphus Seashale Jr. Clerk.

At the request of Joseph Moler with the following mortgage is recorded Apr 19th 1850. Test. Adolphus Seashale Jr. Clerk.

This Mortgage made this 19th day of April in the year 1850 by Sarah Toyer of Frederick County Maryland, Witnesseth that in Consideration of the sum of Five hundred dollars, now due from me, the said Sarah Toyer to Joseph Moler with of Frederick County Maryland, I, the said Sarah Toyer do grant unto the said Joseph Moler with all that lot and parcel of ground situated in the Town of New Market Frederick County Maryland called and known by the name and number of front Lot No 37 on the South Side of Main Street adjoining the property of Dr E. H. Mobbely with all and singular the improvements thereon belonging. Provided that if the said Sarah Toyer shall pay on or before the 19th day of April in the year 1852 to the said Joseph Moler with the sum of Five hundred dollars with the interest thereon from the date hereof, the said interest to be paid annually according to the tenor of her promissory note of even date herewith payable to the said Joseph Moler with or order on the 19th day of April in the year 1852 aforesaid, then this mortgage shall be void. And the said Sarah Toyer for herself her heirs and personal representatives hereby covenants that she will pay the aforesaid money and interest according to the tenor of the note aforesaid and she further covenants and agrees with the said Joseph Moler with his personal representatives and assigns, in like manner that in default of payment of said note or the interest thereon, the said Joseph Moler with may enter and take possession of the property aforesaid. Provided that until default of payment of the said note or the interest thereon, the said Sarah Toyer shall possess the premises as of her present estate therein and provided that if default shall be made in the payment of the money or the interest aforesaid, then it shall be lawful for the said Joseph Moler with to sell the said mortgaged premises at New Market by public auction for cash after giving at least twenty days public notice of the time, place and terms of sale in some newspaper published in Frederick City, 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 said sale and then