

No. 5076 Equity

his wife of Frederick County Maryland to Mary Ann Jones dated April 2 A.D. 1881 and recorded among the Land Records of Frederick County in Liber A. F. No. 2, folio 759 & containing Sixty two acres one rood and twenty nine perches of land more or less as by reference thereto will more fully and at large appear, Subject however to the operations conditions and effects of a prior mortgage heretofore given by Mary Ann Jones and Morris of Jones to Lewis M. Motter of Emmittsburg Maryland to secure the payment of the sum of fifteen hundred dollars, 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 Mary Ann Jones and Morris of Jones their heirs executors administrators or assigns shall punctually pay to the said Isaac M. Fisher and William G. Blair their executors administrators or assigns the aforesaid sums of money and the interest thereon at the time heretofore limited for the payment of the same according to the tenor of the promissory notes heretofore recited (It is also provided that the said Mortgages shall have the right at any time within three years from the date hereof of reducing the amount of this mortgage, or of paying the whole amount of said mortgage debt at their option within the time limited as aforesaid) and shall perform all the covenants herein on 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 Mary Ann Jones may hold and possess the aforesaid property upon paying in the meantime, all taxes on said property and on the mortgage debt and interest hereby intended to be secured which taxes mortgage debt and interest thereon together with any other mortgage taxes should any be hereafter imposed. The said mortgages for themselves their heirs executors administrators and assigns hereby covenants to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid or of the interest thereon in whole or part, or in any agreement or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and demandable and these presents are hereby declared to be made in trust and the said Isaac M. Fisher and William G. Blair their executors administrators or assigns or their duly constituted attorney or agents are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, or to his her or their heirs or assigns; 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 taxes and other proper charges and such commissions as are allowed on sales under decree of Court. Secondly to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not, and as to the balance to pay it over to said Mary Ann Jones her heirs or assigns. And the said Mary Ann Jones and her husband Morris of Jones further covenants to insure forthwith and pending the existence of this mortgage to keep insured by some Insurance Company or Companies acceptable to the mortgages or their assigns the improvements on the hereby mortgaged land to amount of at least its present Insurance Dollars and to cause the Policy or Policies issued therefor to be so framed or indorsed, as in case of fire, to insure to the benefit of the Mortgages their heirs or assigns to the extent of their lien or claim hereunder and to deliver such Policy or Policies to the Mortgages

Witness the hands and seals of said Mortgages  
 Mary Ann Jones Seal  
 M. of Jones Seal

Test.  
 Geo. M. Coffray,  
 State of Maryland Baltimore City, to wit:  
 I hereby certify that on this Eleventh day of December in the year one thousand Eight hundred and Eighty three before the Subscriber a Justice of the Peace of the State of