

No. 5036 Equity

Money by his promissory note of even date herewith payable two years after date with interest from April 1st 1884 the interest payable semi-annually from the first day of April 1884 and for the purpose of more effectually securing the payment of the said sum of Eight hundred dollars with the interest thereon unto the said Jeremiah Reinhardt according to the tenor of said promissory note this mortgage is executed.

Now this mortgage Witnesseth that, in consideration of the promises and of the sum of one dollar the said Lewis A. Bollinger and Beatrix E. Bollinger his wife do grant bargain sell and convey unto the said Jeremiah Reinhardt his heirs and assigns in fee simple all that parcel of land Situate lying and being partly in Frederick County and partly in Carroll County in the State of Maryland bounded and described as follows to wit. Beginning for the outlines hereof at a stone planted on the East Side of the Monocacy River it being also a corner of land belonging to Jacob Bollinger and John Claiborn and running thence North 12 $\frac{1}{2}$ degrees East 65 $\frac{7}{10}$ perches to a well in the West Side of the Monocacy River thence South 88 degrees West 16 perches to a stake in the bed of an old road thence South 63 $\frac{1}{2}$ degrees West twelve perches to a stone planted thence North 74 $\frac{1}{2}$ degrees West 9 perches to a stone planted thence North 29 degrees West 57 perches to a stone planted stone, thence North 85 $\frac{1}{2}$ degrees West 32 $\frac{1}{10}$ perches to a stake at the East Side of a private road bearing near a culvert, thence South 82 degrees West 12 perches to a stake, thence South 13 $\frac{1}{2}$ degrees West 58 perches to a stake thence South 64 $\frac{1}{2}$ degrees East 118 perches to the place of beginning containing 48 acres one rood and five square perches of land more or less.

It being the same land and premises that were conveyed to said Lewis A. Bollinger by Elizabeth Shoemaker and others by deed dated April 9th A.D. 1877 and recorded among the Land Records of Frederick County in Liber J. G. No 7. folio 7304.02 and among the Land Records of Carroll County with even date with the recording of these presents. Together with the buildings and improvements thereon, and through roads, ways, waters privileges and appurtenances thereto in any wise appertaining. Provided that if the said Lewis A. Bollinger his heirs, executors, administrators or assigns shall pay unto the said Jeremiah Reinhardt his legal representatives or assigns the said sum of Eight hundred dollars current money with the interest thereon according to the tenor of said promissory note and shall perform all the covenants herein on his and their part to be performed, then this mortgage shall be void.

And it is agreed, that, until default be made in the promises, the said Lewis A. Bollinger 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 the said Lewis A. Bollinger 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 any agreement, covenant 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 made in trust, and the said Jeremiah Reinhardt his heirs, executors administrators and assigns or Charles J. Reifsnider his and their duly constituted Attorney or Agent, are hereby authorized and empowered, at any time hereafter, 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 pub-