

No. 5018 Equity

conveyed all their undivided therein to said Newton A Ramsburg as will appear by reference to said and recorded in said Land Records in Liber T. G. No 2, folio 745

Provided that if the said Newton A Ramsburg shall pay on or before the twenty sixth day of April in the year Eighteen hundred and seventy six to the said Gideon M Zimmerman the sum of Two thousand five hundred dollars with interest thereon from the date hereof and shall pay the said interest semi annually according to the tenor of the sealed note aforesaid then this mortgage shall be void. Provided that until default be made in the payment of the sealed note aforesaid or of the interest thereon semi annually, according to the tenor of said note the said Newton A Ramsburg shall possess the mortgaged premises as of his present estate therein and provided that if default shall be made in the payment of the sealed note aforesaid at maturity or of the interest thereon semi annually according to the tenor of said sealed note then the whole mortgage debt intended to be secured hereby shall be deemed due and demandable and it shall be lawful for the said Gideon M Zimmerman his personal representatives and assigns to sell the said mortgaged premises at the City Hotel in Frederick Town by public Auction for cash after giving at least three weeks public notice of the time place and terms of sale in some newspaper published in Frederick Town once a week 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 including counsel fees and commissions and then to the payment and extinguishment of the entire claim of the said Gideon M Zimmerman his personal representatives and assigns hereunder whether the same shall have then matured or not, and the surplus if any there be to pay the same over to the said Newton A Ramsburg and the said Newton A Ramsburg for himself his heirs and personal representatives covenant with the said Gideon M Zimmerman his personal representatives and assigns that he will keep the mortgaged property insured for the sum of Three thousand five hundred dollars by paying the premiums thereon from time to time as they fall due and that he will assign the policy of insurance to the said Gideon M Zimmerman for his benefit in case of loss by fire

Test.

David H Lucchesi

N. A Ramsburg (Seal)
 Sallie M Ramsburg (Seal)

Which is thus endorsed by:

State of Maryland Baltimore City to wit:

I hereby certify that on this twenty sixth day of April in the year Eighteen hundred and seventy five before me the subscriber a Justice of the Peace of the State of Maryland in and for the City of Baltimore aforesaid personally appeared Newton A Ramsburg and Sallie M Ramsburg his wife and did each acknowledge the aforesaid mortgage to be their respective act

David H Lucchesi J.P.

State of Maryland Baltimore City to wit:

I hereby certify that David H Lucchesi Esquire before whom the aforesaid acknowledgments were made and who has thereto subscribed his name was at the time of so doing a Justice of the Peace of the State of Maryland in and for the City of Baltimore duly commissioned and sworn

In testimony whereof I write set my hand and affix the seal of the Superior Court of Baltimore City this 26th day of April A D 1875

Geo Robinson

Clerk of the Superior Court for Baltimore City



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