

No. 5105 Equity

This Mortgage, made this fourth day of August in the year Eighteen hundred and Seventy nine, by us, George C. Derr and Frances D. Derr, his wife of Frederick County in the State of Maryland, Witnesses, Thomas Gorsuch, the said George C. Derr together with Thomas Gorsuch of said County and State as his surety, stands indebted to the First National Bank of Frederick in the sum of Twelve thousand and fifty dollars upon a promissory note bearing date herewith and payable to the said First National Bank of Frederick or order, twelve months after date, and for the purpose of having harmless and keeping indemnified the said Thomas Gorsuch from and against all loss, costs, charges, damages and expenses whatsoever, that might result to him by reason or by means of his suretyship in said promissory note, or in any other note or notes that may from time to time hereafter be given in renewal of the same or for any part thereof, the said George C. Derr and Frances D. Derr his wife have agreed to execute these presents.

Now therefore in consideration of the promises and of One dollar, we the said George C. Derr and Frances D. Derr his wife do grant in fee simple unto the said Thomas Gorsuch all of that lot or portion of ground containing two acres of land, more or less, with the buildings and improvements thereon, situate lying and being on the North West corner of Patrick Street and Mill Alley in Frederick City in the County of Frederick and State of Maryland which the said George C. Derr obtained from George W. Smith Executor of George Smith deceased, by deed dated the twenty second day of January in the year Eighteen hundred and seventy two and recorded in the Land Records of Frederick County aforesaid in Liber C. M. No 7 folio 662 as by reference thereto will more fully appear.

Exhibit No. 1.

Provided that if the said George C. Derr shall pay to the said First National Bank of Frederick, the promissory note aforesaid at maturity, or shall pay any renewal thereof when such renewal note shall mature and fall due and payable, and when payment thereof shall be demanded by the said Bank, so as to release the said Thomas Gorsuch from all liability therefor then this mortgage shall be void.

Provided, that until default be made in the payment of the promissory note aforesaid at maturity or of any renewal thereof when such renewal note shall mature and fall due and payable, and when payment thereof shall be demanded by the said First National Bank of Frederick, the said George C. Derr shall possess the mortgaged premises as if his present estate therein; and provided, that if default shall be made in the payment of the promissory note aforesaid at maturity or of any renewal thereof when such renewal note shall fall due and payable, and when payment thereof shall be demanded by the said First National Bank of Frederick of which default, demand being made by said Bank upon Thomas Gorsuch, the surety therein for the payment of the same, it is hereby declared shall be evidence then it shall be lawful for the said Thomas Gorsuch, or his personal representatives to sell the said mortgaged premises, at the premises, by public auction for cash after having first given at least three weeks public notice of the time, place, manner and terms of sale in some one or more of the public newspapers published in Frederick County 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 reasonable Counsel fees and commissions and then to the payment of the said promissory note and all interest due thereon and the surplus, if any, to pay the same to the said George C. Derr.

Test.

W. Mahony

Geo C Derr (Seal)
Frances D Derr (Seal)

State of Maryland Frederick County to wit:

I hereby certify, that on this fourth day of August in the year Eighteen hundred and Seventy nine, before me the subscriber, a Justice of the Peace of the State of Maryland in and for the County of Frederick aforesaid personally appeared George C. Derr and Frances D. Derr his wife and did