

No. 5105 Equity

Frederick the promissory notes aforesaid at maturity or shall pay renewals thereof when such renewal notes shall mature and fall due and payable and when payment thereof shall be demanded by the said First National Bank of Frederick so as to release the said Lawrence Bentz James H. Dean and John C. Mootter from all liability therefor, and shall pay to Lawrence Bentz the note aforesaid for twelve hundred dollars at maturity and the interest thereon according to the tenor of said note than this mortgage shall be void, Provided that until default be made in the payment of the notes aforesaid or the payment of the renewals of same according to the foregoing conditions the said George C. Derr shall possess the mortgaged premises and property as of his present estate, And provided that if default shall be made in the payment of the promissory notes at maturity or any renewal thereof when such renewal notes 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 National Bank of Lawrence Bentz James H. Dean and John C. Mootter, heretofore in one note and of Lawrence Bentz surety in another note for the payment of the same it is hereby declared shall be evidence, or if default shall be made in the payment of the note to Lawrence Bentz for Twelve hundred dollars at maturity and the interest thereon according to the tenor of said note, then it shall be lawful for the said Lawrence Bentz or his personal representatives, or his attorney to sell the mortgaged premises and personal property herein mentioned at the premises on which the said George C. Derr now resides on the corner of Patrick Street and Mill Alley in Frederick City 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 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 of the expenses attending said sale including reasonable counsel fees and commissions and then to the payment of the said several notes herein mentioned or the renewals of any of them and all interest thereon, and the surplus if any, to pay the same to the said George C. Derr.

Witness our hands and seals

Test,

R. G. Barrick

Geo C Derr Seal
 Franca Derr Seal

State of Maryland Frederick County, to wit:

I hereby certify that on this 17th day of February in the year Eighteen hundred and Eighty two before me the subscriber a Justice of the Peace of Maryland in and for the County of Frederick aforesaid personally appeared George C. Derr and Franca Derr his wife and did each acknowledge the aforesaid mortgage to be their respective act: And at the same time before me also appeared Lawrence Bentz one of the mortgagors therein mentioned and made oath in due form of law on the Holy Evangelists of Almighty God that the consideration in the said mortgage is true and bona fide as therein set forth.

R. G. Barrick J.P.

State of Maryland Frederick County to wit:

I hereby certify that the aforesaid is a true copy of the Original mortgage as recorded in Liber A. F. No 4, folio 624 v. 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 7th day of August A.D. 1885.

Adolphus Farnham Jr

Clerk.

Filed Aug. 27. 1885.



Exhibit
 to Petition of