

No. 5098: Equity

This Mortgage made this 19th day of March in the year Eighteen hundred and Eighty five by us John Hood and Sophia Hood his wife of Frederick County in the State of Maryland Witnesseth, that in Consideration of the sum of Two hundred and Sixty Seven dollars and Seventy three Cents now due from me the said John Hood to Christian Hinebrenner we the said John Hood and Sophia Hood his wife do grant unto the said Christian Hinebrenner of the County and State aforesaid, all that lot or parcel of land lying in Woodsboro District, Frederick County Maryland, being part of the Recovery on this last first Choice, it being the same tract or parcel of land that was conveyed to the said John Hood, by Andrew Smith by deed dated the 11th day of March 1865 as by reference thereto had will more fully appear. Containing five and one tenth acres of land more or less

Provided, that if the said John Hood shall pay on or before the first day of April 1886 to the said Christian Hinebrenner the sum of Two hundred and Sixty Seven dollars and Seventy three Cents, with interest thereon from the date hereof according to the tenor of his promissory note of even date herewith, payable to the said Christian Hinebrenner or order on the first day of April 1886 then this mortgage shall be void. And the said John Hood for himself his heirs and personal representatives hereby covenants, that he will pay the aforesaid note according to the tenor of the aforesaid note and he further covenants and agrees with the said Christian Hinebrenner his personal representatives & assigns in like manner, that in default of payment of the said note, the said Christian Hinebrenner may enter and take possession of the property aforesaid

Provided, that until default of the payment of the said note, the said John Hood shall possess the premises as of his present estate therein, And provided that if default shall be made in the payment of the money aforesaid, or the interest thereon at the or in the manner aforesaid, then it shall be lawful for the said Christian Hinebrenner to sell the said mortgaged premises at the premises by public auction for cash, after giving at least twenty days public notice of the time, place and terms of sale in some newspaper published in Frederick County 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 & Commissions, and then to the payment of the said debt, and the surplus if any to pay to the said John Hood & Sophia Hood his wife

Exhibit No 1.

Witness our hands and seals

Witness

Geo W Shank.

John Hood (Seal)

Sophia Hood (Seal)

State of Maryland Frederick County to wit:

I hereby certify that on this 19th day of March in the year Eighteen hundred and Eighty five before me the subscriber a Justice of the Peace of the said State in and for the County aforesaid personally appeared John Hood and Sophia Hood his wife and did each acknowledge the foregoing mortgage to be their act: And at the same time, before me also appeared Christian Hinebrenner and made oath in due form of law, that the consideration in the said mortgage is true and bona fide on their respective parts

Filed June 12th 1885

Geo W Shank J.P.

Exhibit No 2

Acknowledged of Sale

Exhibit No 2.

This Power of Attorney made this 28th day of April in the year Eighteen hundred and Eighty five by us Sophia Hood, Wesley Deibler and Nancy Deibler his wife and George Eyer and Harriet Eyer his wife all of Frederick County Witnesseth whereas John Hood and Sophia Hood his wife by their mortgage dated the 19th day of March A.D 1885. did convey to Christian Hinebrenner of said County the real estate herein after described to secure the payment of the sum of Two hundred and sixty seven & 73/100 dollars with interest from the said 19th day of March A.D. 1885 and whereas

Acknowledged of Purchase