

## No 5023 Equity

No 7, folio 652, one of the Land Records, of Frederick County, also all that tract of Mountain land called "Enlargement" containing twenty two and one eighth acres of land more or less, being the same tract of land, that was conveyed heretofore to the said Abiah Martin by George T. W. Martin, by deed, dated the eleventh day of June, in the year Eighteen hundred and sixty two, and recorded, in Liber A. F. No. 7, folio 652, one of the Land Records of Frederick County, the property hereby conveyed, by this deed of Mortgage, being all that same farm and tract of Mountain Land, which was conveyed to the said George T. W. Martin, by deed, from George T. W. Martin and James P. Martin, Executors of the last will of Abiah Martin, dated the sixteenth day of January in the year Eighteen hundred and eighty four, and recorded, in Liber A. F. No. 7, folio 653, one of the Land Records of Frederick County, aforesaid, as by reference thereto a more full and particular description, by miles and furlongs courses and distances, will appear. Provided that if the said G. T. W. Martin, shall pay to the said Frederick Town Savings Institution the said promissory note, 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 Frederick Town Savings Institution, 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 Frederick Town Savings Institution, the said George T. W. Martin, may occupy and possess the mortgaged premises, as of his present estate therein. And provided that if default shall be made in the payment of the said promissory note at maturity, or of any renewal thereof, when such renewal note shall mature, and become due, and payable, and when payment thereof shall be demanded by the said Frederick Town Savings Institution, then it shall be lawful for Louis Markell, the President of the said Frederick Town Savings Institution, or his successor in office, to sell the said mortgaged premises, at the Court House door in Frederick City, Frederick County, Maryland, by public auction, for cash, after having given, at least three weeks public notice, of the time, place, manner and terms of sale, in some newspaper 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 all costs charges and expenses attending such sale, including the usual Commissions and reasonable Counsel fees for preparing Bond, Report of Sale, and attending to the ratification thereof, and then to the payment of the said promissory note, or renewal thereof, with all interest that may be due thereon up to the time of payment, and the surplus if any to pay the same to the said George T. W. Martin or his assigns. And the said George T. W. Martin covenants with the Frederick Town Savings Institution, that during the continuance of this mortgage, he will keep the buildings erected on the mortgaged premises insured, insured, in some safe and reliable Insurance Company.