

No. 5179 Equity

This Mortgage made this Fourth day of March in the year eighteen hundred and eighty-two by us Benjamin F. Stewart and Annie M. Stewart his wife of Frederick County in the State of Maryland, Witnesseth that in consideration of the sum of four thousand dollars this day borrowed by the said Benjamin F. Stewart and Annie M. Stewart his wife from Margaret E. S. Hood, we the said Benjamin F. Stewart and Annie M. Stewart do grant unto the said Margaret E. S. Hood all those lots or parts of lots or parcels of ground lying and being in Frederick City, in the County of Frederick, and State of Maryland and the improvements thereon known as the "Central Hotel property" fronting on the South side of West Patrick Street and running South along with Bowers alley and being the same property conveyed by John T. Finn and wife to the said Benjamin F. Stewart by deed dated the Twenty Second day of February in the year Eighteen Hundred and eighty-two and duly recorded or intended to be recorded among the land records of said Frederick County to which conveyance reference is hereby made for a more full description of the property hereby mortgaged. Provided that if the said Benjamin F. Stewart and Annie M. Stewart his wife shall pay, on or before the Fourth day of March in the year eighteen hundred and eighty-three with interest thereon from the date hereof the said sum of four thousand dollars according to the tenor of their promissory note of even date herewith payable to the said Margaret E. S. Hood or order one year from its date then this Mortgage shall be void. And the said Benjamin F. Stewart and Annie M. Stewart his wife for themselves their heirs and personal representatives hereby covenant to and with the said Margaret E. S. Hood her personal representatives and assigns that they will pay the aforesaid money according to the tenor of the note of aforesaid and they further covenant in like manner that in default of payment of said note or the interest thereon the said Margaret E. S. Hood may enter and take possession of the property aforesaid. And the said Benjamin F. Stewart for himself his heirs executors and administrators covenant with the said Margaret E. S. Hood her personal representatives and assigns that he will during the continuance of this Mortgage keep the mortgaged property insured for the sum of Three thousand Dollars paying the premiums thereon from time to time as they fall due and that he will assign the Policy of insurance to the said Margaret E. S. Hood for her benefit in case of loss by fire and he further covenants in like manner that should he fail in this particular and the said Margaret E. S. Hood pay the premiums for the said insurance the amount of the premiums so paid with interest thereon shall be a lien on the mortgaged property as though included in the first instance in the Mortgage itself. And the said Benjamin F. Stewart for himself his heirs executors and administrators further covenant with the said Margaret E. S. Hood her personal representatives and assigns that he will pay all taxes assessments public dues or charges levied or to be levied by law as well on the mortgaged property as upon the debt hereby created on or before the last day of December in the year for which such assessment may be made. Provided that until default of payment of the said note or the interest thereon the said Benjamin F. Stewart and Annie M. Stewart his wife shall possess the premises as of their

Exhibit No. 1

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