

N^o 5236 Equity

property, according to their respective priorities.

John A. Lynch,
Judge of the Cir. Court.

At the request of J. S. Aman & Bro. the following Mortgage is received for Record, and Recorded May 6, 1886, at 11 o'clock 52 minutes A. M. Test: H. Dwing Pearce, Clerk.

This Mortgage made this 5th day of May in the year Eighteen hundred and eighty six by us William H. Hardman, and his wife Elvira J. Hardman both of Frederick County and State of Maryland, Metropolis whereas the said William H. Hardman hath borrowed from Grace S. Aman and James C. Aman trading as J. S. Aman & Bro. of said County and State the full sum of Two Hundred dollars, and has executed, and delivered to the said J. S. Aman & Bro. his promissory note bearing bearing even date with this Mortgage, and payable to the said J. S. Aman & Bro. or order five years after date with interest from date, the interest to be paid annually, to secure the payment of which promise my note, and the interest thereon as aforesaid these presents are executed Now, therefore, this Mortgage Witnesseth that in consideration of the premises, and of one dollar, or the said William H. Hardman and Elvira J. Hardman his wife, do hereby grant, and convey unto the said J. S. Aman & Bro. their heirs and assigns, all that Lot of ground situated and lying in the Town of Emmitsburg in Frederick County in the State of Maryland, on the South side of the Main Street of said Town, adjoining Lot of George T. Eyster on the East, and the Half Lot of Samuel R. Grunden on the West, and being the Eastern half of the Lot designated on the Plat of said Town as Lot number Ninety-five (95) and being the same half Lot which was conveyed to the said William H. Hardman by Eugene L. Rowe Trustee by his deed, dated the seventeenth day of April in the year Eighteen hundred and Eighty four, and Recorded in Liber A. T. No. 9. Folio 185, one of the Land Records of Frederick County aforesaid Together with the improvements thereon, and the rights and appurtenances thereto belonging, or appertaining. To have and to hold the above granted property unto the said J. S. Aman & Bro. their heirs and assigns forever in fee simple. Provided that if the said William H. Hardman his heirs or assigns shall well and truly pay, or cause to be paid to the said J. S. Aman & Bro. the aforesaid promissory note with interest thereon annually as aforesaid when and as the same shall become due, and demandable, and shall perform all the covenants hereon, on his or their part to be performed then this Mortgage shall be void. And it is agreed, that until default be made in the premises the said William H. Hardman shall possess the aforesaid property upon paying in the meantime all taxes and assessments public, dues, and charges of every kind levied, or assessed to be levied, or assessed on said hereby mortgaged property and on the Mortgage debt, and interest hereby intended to be secured, which Taxes, assessments, public dues, charges, Mortgage debt, and interest the said William H. Hardman for himself his heirs and assigns does hereby covenant to pay when legally demandable. But if default be made in the payment of said note, or the interest thereon to accrue on any part of either of them at the times limited for the payment of the same, or in any agreement, covenant or condition

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