

No. 5282 Equity

shown to the contrary and the lease is hereby referred to the Auditor with instructions to state an account in accordance with the provisions of the Mortgage.

John A. Lynch  
Judge of the Civ. Court

Exhibit No. 1.

This Mortgage made this 15th day of October in the year eighteen hundred and eighty five by William L. Morris and Georgiana S. Morris his wife, interfectly, that in consideration of the sum of Two Hundred and Fifty dollars this day received from Joseph L. Miller, we the said William L. Morris and Georgiana S. Morris do grant unto the said Joseph L. Miller, all that lot or parcel of ground with the improvements thereon, situated and lying in the east side of Frederick City, Frederick County, Maryland, being part of a tract of land called "Tasker Chance" and containing five acres, one rood, and nine perches, being the same parcel of land sold L. M. Nisbrough to J. D. August, William L. Morris and Albert E. Curtis, the deed of which bears date of August eighth in the year eighteen hundred and sixty seven and is recorded in Liber G. S. P. No. 1 folio 221, one of the Land Records of Frederick County; and of which the said J. D. August and Albert E. Curtis, deeded their undivided interest William L. Morris on the thirtieth day of January in the year eighteen hundred and sixty eight, which deed is recorded in Liber G. W. No. 1 folio 214, one of the land records of Frederick County, to both of which deeds reference is hereby made. Provided, that if the said William L. Morris shall pay to the said Joseph L. Miller on or before the fifteenth day of April, eighteen hundred and eighty six, the sum of Two Hundred and Fifty dollars with interest thereon from the date hereof, according to the tenor of his promissory note of even date herewith payable to the said Joseph L. Miller, or order on the 15th day of April, eighteen hundred and eighty six, then this Mortgage shall be void.

And the said William L. Morris & Georgiana his wife hereby covenant that in default of the payment of said note, with interest, at maturity, the said Joseph L. Miller may enter and take possession of the property aforesaid, and it shall be lawful for the said Joseph L. Miller to sell the said mortgaged premises, at the City Hotel in Frederick by public Auction for cash, after giving, at least, three weeks public notice, of the time, place, and terms of sale, in some newspaper published in Frederick once a week prior to day of sale, and to apply the proceeds of such sale to the payment in the first place of the expenses attending said sale, and then to the payment of said debt, and the interest accruing thereon, & the surplus if any to pay to the said William L. Morris.

Witness our hands & seals this 15th day of October, eighteen hundred and eighty five.  
W. L. Morris seal  
Georgiana S. Morris seal  
W. R. Johnson

Exhibit No. 2.

Acknowledgment of purchase

State of Maryland, Frederick County, To-wit:-  
I, Henry Curtis, that on this 15th day of Oct. in the year 1885, before me the subscriber, a Justice of the Peace, of the State of Maryland in and for Frederick County personally appeared William L. Morris and Georgiana S. Morris his wife and did each acknowledge the foregoing Mortgage