No 5233 Equity.

said Mordecai C. McKinstry, according to the Tenor of said Promissory Note, this Mortgage is executed. Now this Mortgage Witnesseth that in consideration of the premises and of the sum of One dollar, the said Daniel Rinehart and Rebecca L. Rinehart his wife do grant bargain, sell and convey unto the said Mordecai C. McKinstry in fee simple, all that parcel of land, situate lying and being partly in Frederick County and partly in Carroll County in the State of Maryland, being composed of parts of Tracts of Land called "The Resurvey on the Breeches" "The Resurvey on Forest in Need" "The Oval" and "The Chance" Containing One hundred and Thirty two acres three roods and fifteen square perches of Land more or less, being the same Land which was conveyed to the said Daniel Rinehart by Israel Rinehart by Deed bearing date April 26th. 1867 and recorded among the Land Records of Frederick County in Liber D.L.R. No. 1 folio 734 &c and being also the same land which was conveyed to the said Daniel Rinehart by Deed to correct and confirm the title thereto bearing date April 6th, 1880 from David Rinehart and Others, the children and heirs at law of the said Israel Rinehart since deceased, and which said Deed is recorded among the Land Records of Frederick and Carroll Counties with even date herewith, or intended so to be, as by reference to said Deeds the Courses and distances thereof will fully appear appear, also all that other parcel of Land situate lying and being in Frederick County in the State State of Maryland, Containing thirty-eight Acres of Land More, being the same parcel of Land which was conveyed to the said Daniel Rinehart by David Rinehart by David Rinehart and Others by Deed bearing date June 7th. 1873, And recorded among the Land Records of Frederick County in Liber G.M. No. 10. folio 151 &c. As by reference thereto will fully appear. Together with the buildings and improvements thereon, and the rights, roads, ways, waters privileges and appurtenances thereto in anywise appertaining. Provided that if the said Daniel Rinehart his heirs Executors, administrators or assigns shall pay to the said Mordecai C. McKinstry his heirs executors, administrators or assigns the aforesaid sum of Nine Thousand Dollars Current Money, with the interest thereon, according to the Tenor of said Promissory Note - And shall perform all the Covenants herein on his and their part to performed then this Mortgage shall be void. And it is agreed, that until default be made in the premises, the said Daniel Rinehart may hold and possess the aforesaid property, and upon paying in the meantime all Taxes on said property upon the Mortgage Debt and interest hereby intended to be secured which Taxes Mortgage debt and interest thereon, the said Daniel Rinehar hereby covenants to pay when legally demandable. But in case of default being made in payment of the Mortgage Debt aforesaid, or of the Interest thereon in whole or in part, or in any Agreement Covenant or Condition of this Mortgage debt intended to be hereby secured shall at once become due and demandable and thereupon are hereby declared to be made in Trust, and the said Mordecai C. McKinstry his heirs, Executors, Administrators and assigns or Charles T. Reifsnider their duly constituted Attorneys or Agent are hereby authorized and empowered at any time thereafter, to sell the property hereby Mortgaged, or so much thereof as may