No 5272 Equity.

shall be void. And the said parties of the first part hereby covenant that they or some one of them, will pay the aforesaid money and the Interest thereon Semi-annually, according to the tenor of their sealed note aforesaid Provided that until default of payment of the said sealed note or of the interest thereon semi-annually the said parties of the first part shall possess the premises as of their present estate therein, and provided that if default shall be made in the payment of the sealed note aforesaid or of the interest thereon semi-annually according to the tenor of said note then it shall be lawful for the said Caroline Lamar her executors administrators or assigns to sell the said Mortgaged Premises at the City Hotel in Frederick Town 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 Town, 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 the expenses attending said sale, and then to the payment of the said sealed Note and interest, and the surplus if any to pay over to the said parties of the first part. Witness our hands and seals,

Test:
James M. Meek.

Lingan Boteler (Seal)
William H. Boteler (Seal)
Eliza A. Boteler (Seal)
Sarah E. Boteler (Seal)

Which is thus endorsed, viz:

State of Maryland, Frederick County, to-wit:

I hereby Certify that on this 2nd day of May in the year Eighteen hundred and seventy two, before me the Subscriber, One of the Justices of the Peace of the State of Maryland, in and for the County of Frederick aforesaid personally appeared Lingan Boteler, William H. Boteler, Eliza A. Boteler and Sarah E. Boteler, and did each acknowledge the aforegoing Mortgage to be their respective act.

James M. Meek J.P.

State of Maryland, Frederick County, to-wit:—

I hereby certify that on this third day of May in the year Eighteen hundred and seventy Two, before the Subscriber a Justice of the Peace of the State of Maryland in and for the County of Frederick aforesaid personally appeared Richard J. Lamar agent of Caroline Lamar, the Mortgagee named in the foregoing Mortgage and made Oath in due form of Law on the Holy Evangels of Almighty God that the consideration in the said Mortgage is true and bona fide, as therein set forth. And the said Richard J. Lamar further in like manner made oath that he is the agent of the said Caroline Lamar, and authorized by the said Mortgagee to make such affidavit.

H. Mahoney J.P.

I hereby assign the foregoing Mortgage to William Graham. Witness my hand and seal this 31st. day of March 1874.

Caroline Lamar (Seal)
Richard J. Lamar (Seal)

Witness: Thomas French Clerk, per Gearhake