

No 5392 Equity.

At the request of Jesse W. Starr, the following Mortgage Received for Record, and Recorded May 3. 1886, at 9 O'clock, 25 minutes A. M.

Test: W. Irving Parsons, Clerk.

This Mortgage made this twelfth day of December in year Eighteen Hundred and Eighty-five by us, Martin L. Haupt and Mary J. Haupt his wife of Frederick County, in the State of Maryland, do hereby certify, that in consideration of the sum of One Hundred and twenty dollars, with Interest thereon from this twelfth day of December A. D. 1885, now due from the said Martin L. Haupt to Jesse W. Starr, we the said Martin L. Haupt and Mary J. Haupt his wife, do grant unto the said Jesse W. Starr, all that Lot or parcel of ground, situate, lying and being in Frederick County, Maryland, and described as follows, Beginning at the beginning of the staid line of a tract of land called "Fielders" and running North 41° East 2 3/4 perches then South 28 1/2° East 13 1/2 perches, South 31 1/2° West 3 3/4 perches, North 56° West 11 perches to the place of beginning, containing sixty-six and one quarter square perches of land, being the same land that the said Martin L. Haupt obtained from Ezra M. Thomas and wife by deed dated on the 10th day of December 1885. And the said Martin L. Haupt and Mary J. Haupt his wife do also grant unto the said Jesse W. Starr, all that other Lot or parcel of Ground described in a Deed from James A. Smith and Catharine C. Smith his wife, to the said Martin L. Haupt dated on the seventh day of September A. D. 1885, and recorded in Liber A. D. No. 11 folio 447, One of the Land Records of Frederick County, Maryland, as by reference to said deed will fully appear. And the said Martin L. Haupt and Mary J. Haupt his wife do covenant that they will, during the continuance of this Mortgage, keep the Mortgaged property insured for the sum of One hundred & seventy five 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 Jesse W. Starr for his benefit in case of loss by fire. Provided that if default be made in the payment of the money aforesaid, or the Interest thereon, on or before the twelfth day of December A. D. 1886, then these presents are hereby declared to be made in trust, and the said Jesse W. Starr is hereby authorized, and empowered to sell the the Mortgaged Property at public Sale, after giving at least twenty days notice, of the time, place, manner and terms of sale, published in some newspaper in Frederick City, Maryland, for twenty days prior to the day of Sale, and the proceeds arising from said sale, to apply first to the payment of all expenses incident to such sale, secondly to the Mortgaged debt, and the interest thereon, and the remainder if any to pay it to the said Martin L. Haupt.

Test: A. E. Barrick. Martin L. Haupt Seal Mary J. Haupt Seal

Exhibit No. 1.

Hand... The... and your... l. States... submit... Dickie's... and... State... heard... would... have... that... of Sales... 1888... will... Reported... cause... the same... provided... lished... see prior... county... the, 1888... as... in... trial