

No. 5389 Equity.

At the request of Edward McEntire Trustee, the following Mortgage is received for Record, and recorded June 19, 1883 at 1 O'clock 25 minutes P.M. Trust: Adolphus Fearhake Jr. Clerk.

This Mortgage made this Eleventh day of June in the year of Our Lord One Thousand Eight Hundred and Eighty Three, by J. Thomas Bussey of Frederick County Maryland, Hittyselt, that in consideration of the sum of Fifteen Hundred and Sixty Six Dollars & Sixty Six cents now due from me to Edward McEntire, Executor of the last will of Julia P. Bussey late of Frederick County Maryland deceased, upon two sealed Notes of even date herewith each for the sum of Eight Hundred and Thirty Three dollars and thirty three Cents payable in one and two Years respectively, with interest from January 1st 1883, interest payable annually, said notes being given for the unpaid purchase money of the House and Lot, sold to me by said Executor, and for the better securing the payment of the said sealed Notes, at maturity and of the Interest thereon according to the Tenor, of said notes I, the said J. Thomas Bussey do, grant in fee simple, to the said Edward McEntire in trust, for Thomas Edgar Bussey, Mary Regina Bussey and Mary Helen Bussey devisees under said last Will of Julia P. Bussey, all that Lot situated on the North West corner of the Public Square in the town of Emmitsburg, together with the buildings & improvements thereon, it being the same property that was conveyed to me by said Edward McEntire, Executor as aforesaid, by deed of even date herewith, and to be recorded simultaneously with this Mortgage, and it is further agreed and understood by all parties concerned that this is to be the first Mortgage whatever - And the said J. Thomas Bussey covenants that he will pay the said sealed notes at maturity and the Interest thereon according to the Tenor of said Notes, and he further covenants that he will pay all Taxes and assessments that may be levied by law, as well on the Mortgage Debt secured hereby as on the Property that may be levied by law, as well on the Mortgage debt secured hereby as on the property Mortgaged herein in each and every year when same shall be, by law due and demandable, provided that if the said J. Thomas Bussey shall pay the said sealed Notes & Interest accorded to their tenor, and perform all the covenants herein on his part to be performed then this Mortgage shall be void, and until default be made, any of the covenants and agreements of this Mortgage the said J. Thomas Bussey shall possess the mortgaged premises, And provided that if default be made in the payment of said sealed Notes and interest according to their Tenor, or in any of the covenants and agreements herein contained, then it shall be lawful for the said Edward McEntire, Trustee as aforesaid, to sell the aforesaid Mortgaged premises, and the premises for cash, after giving at least three weeks Notice of the Time, place, manner, and Terms of Sale by advertisement inserted in some Newspaper published in Frederick County, once a week for three successive Weeks prior to the day of Sale, and to apply the proceeds of such Sale including reasonable counsel fees and commissions, then to the payment of the Mortgage Debt and Interest, and the Surplus if any, to pay the same over to the said J. Thomas Bussey his heirs or assigns, And the said J. Thomas Bussey (his heirs or assigns) covenants that he will Insure, and keep Insured, and that he will pay the premiums of Insurance whenever demandable and that he will assign the Policy of Insurance to the said Edward

Exhibit A.

Exhibit