

No. 5421 Equity

This Mortgage, Made this fourteenth day of March in the year 1885, by Henry M. Slagle and Catharine A. V. Slagle his wife witnesseth that in consideration of the sum of two thousand five hundred dollars now due from said Henry M. Slagle and Catharine A. V. Slagle his wife to the Franklin Savings Bank, of Frederick, a body corporate, and the said Henry M. Slagle and Catharine A. V. Slagle his wife do grant unto said Franklin Savings Bank, of Frederick in fee simple all that tract, or parcel, of land in Frederick County, State of Maryland being the land conveyed to the said Henry M. Slagle by deed from George W. Slagle and Mary A. C. Slagle his wife, dated the twelfth day of April in the year eighteen hundred and sixty one and recorded in Lib. P. & F. No. 6. folio 619 One of the Land Records of Frederick County as by reference thereto will fully appear. Provided that if the said Henry M. Slagle and Catharine A. V. Slagle shall pay at maturity the promissory note given for said indebtedness of Two Thousand Five hundred dollars of even date herewith by Henry M. Slagle and Catharine A. V. Slagle payable six months after date, and made payable to William H. Nicodemus, Secretary of the said Franklin Savings Bank, of Frederick, or order, or any renewal of said note, at maturity and comply with all the covenants in this Mortgage, then this Mortgage shall be void, - otherwise, to be in full force and effect. And the said Henry M. Slagle and Catharine A. V. Slagle covenant to keep, the keep, the improvements on the said ground fully insured from loss by fire, pay the premiums of insurance and assign the policy of Insurance to the said Franklin Savings Bank, of Frederick, and to pay all taxes on the mortgage debt fully secured, and to pay all taxes on the Real Estate hereby conveyed, and further they covenant that should they fail in paying the said taxes, and the premiums for the said insurance, and the said Franklin Savings Bank, of Frederick, pay the premiums for the said insurance, and the said taxes, the amount of the Taxes so paid, and the amount of the premiums so paid with the Interest thereon, shall be a lien on the mortgaged property, as though included in the first instance in the mortgage itself -

Provided that if default shall be made by the said Henry M. Slagle and Catharine A. V. Slagle in the payment of the said promissory note at maturity, or if default shall be made by the said Henry M. Slagle and Catharine A. V. Slagle in the performance of any of any of the covenants in this Mortgage, then it shall be lawful for the said William H. Nicodemus, secretary of the said Frederick Savings Bank, of Frederick, or his successor in Office to enter and possess, and sell the said mortgaged premises at the Court House Door in Frederick City, Maryland, by public Auction for cash, or one half cash, and the residue in six months from the day of sale, at the option of William H. Nicodemus, Secretary of the said Savings Bank, or of his successor in Office, after giving at least three weeks public notice, of the time, place, manner, and terms of sale in some newspaper published in the City of Frederick, at least once a week for three successive weeks prior to the day of sale, and to apply the proceeds of the sale thereof to the payment of all expenses attending said sale, including Court costs, and usual Chancery Commissions, all Counsel fees of the Mortgage, and then to the payment of said promissory Note with the Interest thereon that is due and unpaid, or to

Exhibit No. 1

Auditor's
Report