No. 5449 Equity

described as follows, viz: "The Dorsey Family Grave Yard," beginning at a planted stone and running thence South 30 degrees West $2\frac{13}{20}$ perches South $58\frac{1}{2}$ degrees East $1\frac{1}{2}$ perches North $29\frac{1}{2}$ degrees East $2\frac{13}{20}$ perches, then to the beginning. "The servants burying Ground" beginning at a planted stone and running thence North 31 degrees East 9 perches, South $57\frac{1}{4}$ degrees East $1\frac{3}{8}$ perches, South $32\frac{1}{2}$ degrees West 9 perches, then to the beginning, together with the privilege of a Road to the said Grave Yards, being the same land and premises conveyed to said John T. Meredith, to have and to hold during his natural life and at his death to his children that may survive him, and to their heirs and assigns in fee simple, by Basil D Downey and wife by deed dated April eighteenth, Eighteen Hundred and fifty and duly recorded in Liber W B T. No 12 folio 300 &c - One of the Land Records of Frederick County aforesaid reference thereto being had a more full description will appear. Provided that if we, the said John T Meredith and Margaret Meredith, his wife, James A Meredith and Lucinda Meredith his wife, Rachel R Mobberly and John Cook Mobberly her husband, Anna M Meredith, Sarah W Meredith and Robert Meredith, shall well and truly pay or cause to be paid unto the said William E. Smith his executors administrators or assigns the said sum of Four thousand dollars on the 14th day of April in the year Eighteen Hundred and eighty-seven, with interest thereon at the rate of five per cent per annum according to the tenor of their promissory note of even date herewith payable to the said William E. Smith or order, three years after date for said sum of Four Thousand Dollars then this Mortgage shall be void. And the said John T Meredith and Margaret Meredith his wife, James A Meredith and Lucinda Meredith his wife Rachel R. Mobberly and John Cook Mobberly her husband, Anna M Meredith, Sarah W Meredith and Robert Meredith do jointly and severally covenant promise and agree to and with the said William E Smith that they will pay the aforesaid sum of money at the time above limited for the payment thereof; And they further covenant in like manner that in default being made in the payment of said money or the interest thereon according to the time and times limited in said note for the payment thereof, it shall be lawful for the said William E. Smith to enter upon said premises - Provided that until default be made in the payment of said sum of money or the interest thereon the said Mortgagors shall possess the premises as of their present estate therein Provided that if default be made in the payment of said sum of money when due and payable as aforesaid, or if default be made in the payment of the interest thereon according to the time and times limited in said promissory Note for the payment thereof, or if default be made in fulfilling any covenant herein-before or hereinafter contained, then and in either event it shall be lawful for John B Thomas, as Agent and Attorney in fact for the said William E Smith and as Trustee of the said Mortgagors to sell the said Mortgaged premises at the Court House Door in Frederick City, in the County aforesaid at public auction for cash after having first given at least three weeks prior Notice of the time, place and terms of sale by advertisement inserted in some Newspaper printed in Frederick County aforesaid once in each of three successive weeks prior to the day of sale, and to apply the proceeds of such sale in the first place to the payment of the Costs and expenses attending such sale including an allowance to the said John B. Thomas of the usual Chancery Commissions and of reasonable Counsel fees, and then to the payment of said sum of money whether then due or not, together with interest thereon