

No. 5230 Equity

at the end of the First Line of a deed from Pamela Staley to John McDevitt for Ten Acres, Three Rods also including within these outlines and with said second line N. 44° E. 19 perches to a stone, thence with the third line of said deed S 44° E. 77 perches to a stone, S 45° W 27½ perches to the beginning of said deed, thence S 38° E. 2 perches S 23° W 25 perches to a stone thence S 23° W 16 perches to a stone, thence S 23° W 13 perches to the beginning of Deed from Bathams Thomas to John Engle for Ten Acres and fifteen perches of land and with the first line thereof N. 71° W 6½ perches to the of the second line of a deed from Michael Zimmerman to John Engle for Five Acres, Three rods and thirty-four and a half perches and with the third line thereof S 21½° W 22½ perches thence S. 59° W 53 Perches, N 20° W 15½ perches to the beginning containing Eighty Eight Acres, and twelve, and one fourth perches of Land. also all those parts or parcels of Mountain Land included in the following clause of the Last Will and Testament of John Engle late of Frederick County, Maryland, deceased, bearing date January 27th ad. 1877, which was duly probated and recorded in the Office of the Register of Wills of said County, reference thereto had the following "Item" will fully appear Item - I devise and bequeath to my son-in-law William McDevitt all the rest and residue of Real Estate not herein devised, consisting of my home farm, the balance of the Land which I bought from Margaret C Thomas not herein devised to John Jacob Meame, the Wood Lot adjoining my home farm containing about 18 Acres and the balance of the Wood Lot adjoining the said David Meame's land not herein devised to him containing about 16 Acres" The said Home Farm is included in the General outlines given above and the property included in the above Item from said Last Will and Testament was devised to Charles W. McDevitt as William McDevitt Provided that if the said Charles W. McDevitt shall pay to the said Pamela Sowers, or order, the Single Bill aforesaid at maturity, and the interest thereon semi-annually, then this Mortgage shall be void - And the said Charles W. McDevitt covenants that he will pay the Single Bill aforesaid at maturity, and also the Interest thereon semi-annually; And he further covenants that he will during the continuance of this Mortgage keep the Mortgaged Property insured for at least the sum of Twelve hundred 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 Pamela Sowers for her benefit in case of Loss by Fire; And he further covenants that should he fail in this particularly, and the said Pamela Sowers pay the premiums for the said Insurance the amount of the premiums so paid with Interest thereon shall be a lien on the Mortgaged Property, as though included in the first instance in the Mortgage itself. And he further covenants that he will pay as they fall due the Taxes and assessments, of every sort that may be levied and assessed, on the Property hereby Mortgaged. and it is hereby agreed between the parties hereto that should the said Charles W. McDevitt fail to pay the Single Bill aforesaid at maturity or the Interest thereon semi-annually or should he fail to do and perform any one or more of the things hereby by him agreed to be done and performed, it shall be held to be a breach of condition as shall authorize the said Pamela Sowers to proceed to sell the said Mortgaged Premises at the front door of the Court House in Frederick City, Maryland, by Public Auction for Cash, after