

No. 5367 Equity

known and distinguished on the Plat of said Town, as East half of Lot No. 4, and being also the same Lot, or Parcel, of Ground, which was conveyed by William Gittle and Wife to the said Robert Thomas, by deed bearing date the 21st day of September A.D. 1853, and which deed is intended to be recorded on the same with this Instrument, reference to which deed is hereby made for a more full description of the Property hereby intended to be conveyed, And the said Robert Thomas, and Malinda E. Thomas, his wife, covenant that they will pay the Interest or discount on said Note, as the same shall become due and payable, and the Principal Sum at maturity thereof, or of any Note, or notes that may be given in renewal thereof.

They further covenant to insure and keep insured, the said Property, and pay the premiums for Insurance Regularly, and will assign as a further security, the Policy of Insurance to the said Edward Bowler and Eli St. Hyatt. Provided, that if the said Grantors shall pay the said debt, and the Interest thereon then this Mortgage shall be void. And provided that if default be made in the payment of the said Promissory Note, or of any Note that may be given in renewal thereof, at maturity, or of the Interest or discount thereon, as the same shall become due and payable; or if default be made in any of the Covenants herein contained, then it shall be lawful for the said Edward Bowler and Eli St. Hyatt, or either of them, or the Survivor of them, to sell the said Mortgaged Property at Middletown, by public Auction for Cash, after giving at least Twenty days Public Notice of the Time place and Terms of Sale, in some Newspaper published in Frederick County, prior to the day of Sale, and to apply the Proceeds of such Sale, to the payment, in the first place, of the expenses of said Sale, then to the payment of the said Note, or Notes, and to the surplus, if any to the said Robert Thomas.

Witness our hands & seals

Robert Thomas
Malinda E. Thomas

State of Maryland, Frederick County, S.D.

I hereby certify on this 15th day of September A.D. 1880, before the Subscriber a Justice of the Peace in & for the County & State aforesaid, personally appeared Robert Thomas, and Malinda E. Thomas, his wife, and did each acknowledge the foregoing Mortgage to be their respective act; And at the same time also appeared Eli St. Hyatt and made oath in due form of law, that the Consideration mentioned in said mortgage is true and bona fide as therein set forth.

Ezra Minnick J.P.

\$1900 -

Frederick, Md Sept. 15th. 1880.

Six months after date we jointly, and severally promise to pay to the Secretary, or order Nineteen Hundred Dollars, for value received, negotiable and payable at the Franklin Savings Bank of Frederick.

Robert Thomas.
Eli St Hyatt.
Edward Bowler.

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Exhibit No. 2