No 5305 Equity.

be made in the payment of interest thereon at the time and times specified according to the tenor thereof, or if default be made in observing any covenant on the part of the said Joshua J. Zimmerman herein, then it shall be lawful for John B Thomas as the Agent and Attorney in fact for the said Robert G. McPherson and as Trustee of and for said Joshua J. Zimmerman and Susan Zimmerman his wife to sell said Mortgaged premises at the Court House door by public auction for cash after giving at least three weeks 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 attending such sale including the payment to the said John B. Thomas of the usual Chancery Commissions and such reasonable Counsel fees as he may Expend or become liable for, and then to the payment of the said single bill whether due or not, and all accrued interest thereon, and the surplus if any to pay over to the said Joshua J. Zimmerman.

Witness our hands and seals

Test
Chas. Smallwood

Joshua J. Zimmerman (Seal)
Susan Zimmerman (Seal)

State of Maryland Frederick County to wit

I hereby Certify that on this fifteenth day of April Eighteen hundred and Eighty four before me the subscriber a Justice of the Peace of said State in and for the County aforesaid personally appeared the above named Joshua J. Zimmerman and Susan Zimmerman his wife and did each acknowledge the aforegoing Mortgage to be their respective act

Charles Smallwood J.P.

State of Maryland Frederick County to wit

I hereby certify that on this fifteenth day of April Eighteen hundred and Eighty four before me the subscriber a Justice of the Peace of said State in and for the County aforesaid personally appeared the above named Robert G. McPherson the Mortgagee within named and made oath in due form of law that the Consideration stated in the aforegoing Mortgage is true and bona fide as therein stated.

Charles Smallwood J.P.

I hereby release from the operation of the above and foregoing Mortgage One hundred and forty five (145) acres being part of the land therein described as conveyed to Joshua J. Zimmerman by the heirs of Montgomery and sold by the said Joshua J. Zimmerman to Mary E Zimmerman and described in two deeds to the said Mary E Zimmerman dated November 20 1886 and November - 1886, reserving my lien on all the residue of land Mortgaged

Witness my hand and seal this 22 day of November A.D. 1886.

Witness W. Irving Parsons Clerk

R. G. McPherson (Seal)

I hereby release so much of the property as may be embraced in this Mortgage as refers to a lot purchased from Joshua J. Zimmerman by Benjamin E Phelps & recorded in Liber A J No 11. Folio 26 of Land Records in this Office

Witness my hand and seal this 6th day of December 1886

Test W Irving Parsons Clerk

R. G. McPherson (Seal)

State of Maryland Frederick County to wit

I hereby Certify that the aforegoing is a true copy of the Original Mortgage and release as recorded in Liber A.J. No 8 Folio 429 &c one of the Land Records in the Office of the Clerk of the Circuit Court for Frederick County

In testimony whereof I hereto subscribe my name and affix the seal of the Circuit Court for Frederick County this 16th day of May A D 1887.

W. Irving Parsons Clerk

(Fee May 16, 1889)