

No. 5665 Equity

State of Maryland Frederick County Settle
I hereby certify that on the 1st day of February A.D. 1890 before me the undersigned a Justice of the Peace of the State of Maryland in and for Frederick County personally appeared Joseph W. Eyles and made oath in due form of law that the matters and things stated in the foregoing Petition and Report of sales are fact and true as therein stated to the best of his knowledge and belief and that the sales therein reported were fairly made

John G. Norris J. P.

at the request of Joseph W. Eyles the following Mortgage is recorded
March 14, 1889 East Annapolis Banknote Co. Clerk

Cert. Copy of
Original
Mortgage
Exhibit No 1

This Mortgage made this thirteenth day of March, in the year Eighteen Hundred and Eighty two by us Thomas J. Bowhan and Ann Eliza Bowhan his wife of Frederick County State of Maryland. Witness that whereas we the said Thomas J. Bowhan and Ann Eliza Bowhan his wife now stand indebted unto Joseph W. Eyles of the said County and State in the sum of three hundred dollars (\$300⁰⁰) by our joint promissory note of even date herewith payable ten years after date with interest from date and being desirous the better to secure the payment thereof do hereby grant unto the said Joseph W. Eyles all of those two lots or parcels of land with the improvements thereon situate lying and being in Libertytown in the County and State aforesaid and known as the "Blacksmith Shop property" comprising in all two rods and thirty perches of land more or less which was conveyed unto the said Thomas J. Bowhan by William G. Carter and Charles W. Ross Trustees of Henry Carter and Rebecca Carter his wife by deed dated November the 5th A.D. 1879 and duly recorded in Liber S. G. No. 12 folio 489^u one of the Land Records of Frederick County by reference to which the notes and bonds thereof will fully appear. Provided that if we the said Thomas J. Bowhan and Ann Eliza Bowhan his wife shall pay the said sum of money when the same shall become due according to the tenor of the promissory note aforesaid together with the interest thereon then this Mortgage shall be void. And the said Thomas J. Bowhan and Ann Eliza Bowhan his wife hereby covenant that they will pay the said sum of money when the same shall become due according to the tenor of the promissory note aforesaid. And the said Thomas J. Bowhan and Ann Eliza Bowhan his wife hereby further covenant that they will have the dwelling house and outbuildings on the said premises fully insured against loss by fire in some responsible Fire Insurance Company and in the event of loss thereof by fire to assign the policy of insurance unto the said Joseph W. Eyles. And it is further provided that if any default shall occur in the payment of the said sum of money in the manner and upon the terms aforesaid or in the performance of any of the covenants herein contained then it shall be lawful for the said Joseph W. Eyles to sell the premises herein mortgaged 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 and

not
bonds
to
und
wife
bond
dis
the
Eyles
and
of
last
4
and
since
to
same
ly
of
both
said
to
two
Party
of
to of
hand
of the
the
by
inter
select
then
hundred
No 3
A.