

## No. 5697 Equity

dated the 16 day of September, in the year 1884 and recorded in Liber A. 7, No. 9 folio 526 or one of the Land Records of Frederick County Maryland and containing one hundred and seven acres of land and more fully described in deed by Andrew J. Wachtel and Cornelia A. Wachtel his wife to Andrew Haines dated first day of October 1886 and duly recorded among the Land Records of the County aforesaid. Provide that if in the said Andrew Haines and Mary O. E. Haines his wife do not shall pay the amount as specified in the aforesaid deed, note at or before maturity together with all interest thereon accruing then this Mortgage to be void. And the said Andrew Haines and Mary O. E. Haines his wife for themselves their heirs, Executors and administrators Covenant with the said Thomas Claggett his Executors administrators and assigns that they will during the continuance of this Mortgage keep the buildings on the property described in this Mortgage insured for the benefit of Thomas Claggett as his interest may appear in case of loss by fire. And the said Andrew Haines and Mary O. E. Haines his wife for themselves their heirs, Executors and administrators further Covenant with the said Thomas Claggett his Executors administrators and assigns that they will pay all taxes assessments, public dues or charges levied or to be levied by law as well on the mortgage debt created or secured hereby as upon the property hereby mortgaged and the said Andrew Haines and Mary O. E. Haines his wife for themselves their heirs and personal representatives hereby further Covenant that they will pay the aforesaid money with all interest thereon accruing according to the tenor of the sealed note aforesaid, and they further Covenant and agreed with the said Thomas Claggett his personal representatives and assigns in like manner that in default of payment of said sealed note and interest, the said Thomas Claggett may enter and take possession of the property aforesaid. And the said Andrew Haines and his wife Mary O. E. Haines further Covenant with the said Thomas Claggett his personal representatives and assigns that this is the first and only lien or Mortgage on the property described in this Mortgage. And it is hereby agreed between the parties hereto that should the said Andrew Haines and Mary O. E. Haines his wife fail to do or perform any one or more of the things hereby by them agreed to be done or performed to be such a breach of condition as shall authorize the said Thomas Claggett to proceed forthwith to a sale of the mortgaged property and the payment of the entire debt interest cost and expenses. Provide that until default of payment of the said sealed note and interest the said Andrew Haines and Mary O. E. Haines his wife shall possess the premises as of their present estate therein and provide that if default shall be made in the payment of the amount and interest as set forth in the note aforesaid then it shall be lawful for the said Thomas Claggett to sell the said mortgaged premises at the City Hotel in Frederick City Maryland, by public auction for cash after giving at least 30 days public notice of the time place and terms of sale in some newspaper published in Frederick County