

No. 5744 Equity

Hundred and ninety, before me, the undersigned a Justice of the Peace of the State of Maryland, in and for Frederick County aforesaid, personally appeared the above named Joseph A. Coctin, Mortgagee, and made oath in due form of law, that the matters and things stated in the aforesaid Petition and Report of sale are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Henry Stokes J.P.

Filed Oct. 18. 1890.

Exhibit A.

At the request of Joseph A. Coctin the following Mortgage is revised for record and recorded August 6 1885 at 8-05 o'clock and

Test: Alpheus Teachlake Jr. Clerk

This Mortgage made this twentieth day of July in the year Eighteen hundred and Eighty five by Mary W. Sanford and Charles E. Sanford her husband of Frederick County State of Maryland Witnesses, that in consideration of the sum of three hundred and three dollars and forty five cents, with interest thereon from date hereof now due from the said Mary W. Sanford and Charles E. Sanford her husband to Joseph A. Coctin of County and State aforesaid, we the said Mary W. Sanford and Charles E. Sanford her husband, do grant in fee simple unto the said Joseph A. Coctin all that tract of land situated in the Fifth Election District of Frederick County and State of Maryland, adjoining lands of Annetain Elder and John Hobbs, bounded on the south, on the east by lands of the late Felix B. Jany, on the north by lands of John Whelan, dec'd, on the west by James A. Brundorff, containing ten acres of land more or less, with all the improvements and appurtenances thereunto belonging, being the same tract of land that was conveyed to the said Mary W. Sanford wife of Charles E. Sanford by Annetain Elder by deed bearing date of the 12<sup>th</sup> day of March A. D. 1875, and recorded in Liber J. G. No. 2, folio 686, one of the Land Records of Frederick County. Provided, that if the said Mary W. Sanford and Charles E. Sanford her husband shall pay to the said Joseph A. Coctin, in twelve months from the date hereof to the said Joseph A. Coctin the sum of three hundred and three dollars and forty five cents, with interest thereon from the date hereof according to the tenor of their promissory note of even date herewith, then this Mortgage shall be void, and the said Mary W. Sanford and Charles E. Sanford her husband covenants that they will pay the aforesaid money, and they further covenants that in default of payment the said Joseph A. Coctin may enter. Provided, that until default of payment the said Mary W. Sanford and Charles E. Sanford her husband shall possess the premises - and Provided that if default shall be made in the payment of the money aforesaid or the interest thereon at the time or in the manner aforesaid, then it shall be lawful for the said Joseph A. Coctin to sell the said Mortgage premises on or at the said premises by public Auction for cash, after giving at least three weeks public notice of the time, place, manner and terms of sale in some newspaper published in