No. 5768 Equity.

of sales are true as therein reported and that the sales therein reported were fairly made.

Thomas Turner J.P.

Filed December 27, 1890

Exhibit

This Mortgage made this 6th day of September in the year Eighteen hundred and Eighty seven by us C. T. Hughes and Emma C Hughes his wife of Frederick County in the State of Maryland. Witnesseth that in consideration of the sum of two thousand dollars due from us the said C. T. Hughes and Emma C Hughes his wife to Frances Z. S. Knight of said County and State, upon a note of even date herewith said note being for the sum of two thousand dollars being payable on the 6th day of September Eighteen hundred and ninety with interest at the rate of five per cent per annum from the 6th day of September Eighteen hundred and Eighty seven the interest to be paid semiannually, and for the better securing the payment of the said note at maturity and of the interest thereon according to the tenor of the said note, we the said C. T. Hughes and Emma C Hughes his wife do grant in fee simple unto the said Francis Z. S. Knight all that farm or tract of land lying and being in said Frederick County Maryland Containing One hundred and two acres of land more or less it being the same farm or tract of land which the said C. T. and Emma C Hughes obtained by deed from T. T. Nevinger administrator said deed is dated the 6th day of September 1887, and intended to be recorded simultaneous with this Mortgage in the land records of Frederick County aforesaid as by reference thereto will more fully appear. Provided that if the said C. T. Hughes and Emma C Hughes his wife shall pay the note aforesaid at maturity and shall also pay the interest thereon according to the tenor of the said note then this Mortgage shall be void. Provided that until default be made in the payment of the said note at maturity or of the interest thereon according to the tenor of the said note the said C. T. Hughes and Emma C. Hughes his wife shall possess the mortgaged premises as of their present estate therein; and the said C. T. Hughes and Emma C. Hughes agree to keep the buildings on said property insured against fire for not less than two thousand dollars and transfer said insurance policy to the said Francis Z. S. Knight as her Mortgage interest may appear, and the said C. T. Hughes and Emma C Hughes his wife agree to pay all taxes assessments public dues or charges laid or to be laid by law upon the Mortgaged debt hereby created or secured as well as upon the Mortgaged property, and provided that if default be made in the payment of the said note at maturity or of the interest thereon according to the tenor of the said Note or of any of the Covenants mentioned above, then it shall be lawful for the said Frances Z. S. Knight her personal representatives and assigns to sell the said Mortgaged premises at the City Hotel in Frederick City Maryland by public auction for cash after first giving at least three weeks public notice of the time place and terms of sale in some one or more newspapers published in Frederick County once a week 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 said sale including the usual Clerkery Commissions and Counsel fees and then to the payment of the said note and all interest