No. 5769 Equity

lot or parcel of ground lying and being in Mordecai District Frederick County Maryland, being part of a tract of land called Monocacy Manor and described as follows: Beginning at a stone standing on the north side of the Public Road leading from Lordsville Creek Church to the Glade Church, and running thence South thirty degrees West twenty perches, thence South seventy one degrees East nine and one half perches, then North seventeen degrees East twenty two and two tenths perches to the aforesaid public road, then North seventy six degrees West five and Eight tenths perches to the place of beginning. Containing one acre of ground more or less, it being the same lot or parcel of ground obtained by Daniel J. Derlbiss from Susan Crimmell by deed dated 29th day of March 1880 and duly recorded in Libr A.F. No. 1 Folio 418 &c one of the Land Records of Frederick County, Provided that if the said Daniel J. Derlbiss and Laura C. Derlbiss his wife shall pay the promissory note given for said indebtedness of Eight hundred dollars of even date herewith by Daniel J. Derlbiss and Laura C. Derlbiss his wife payable one year after date with interest from date at the rate of six per cent per annum and made payable to John A. Geary, or order then this Mortgage shall be void. And the said Daniel J. Derlbiss and Laura C Derlbiss his wife covenant to keep the improvements on the said ground fully insured from loss by fire, pay the premiums of insurance and assign the policy of insurance to the said John A Geary And they covenant to pay all taxes on the Mortgage debt hereby secured, Provided that if default shall be made in the payment of the said promissory note at maturity or of the interest thereon according to the terms of said promissory note, or if default shall be made in the performance of any of the covenants in this Mortgage, then it shall be lawful for the said John A Geary to enter and possess and sell the said Mortgaged premises at the Court House Door in Frederick City by public auction for cash and to apply the proceeds of the sale thereof, to the payment of all expenses attending said sale, including court costs, the usual Chancery Commissions, all counsel fees of the Mortgagee and then to the payment of the said debt and the surplus to pay to the said Daniel J. Derlbiss.

Test

Witness our hands and seals

Charles Smallwood

Daniel J. his x mark Derlbiss (Seal)

Laura C. Derlbiss (Seal)

State of Maryland, Frederick County, to wit:

I hereby certify that on this 12th day of January in the year 1884 before the subscriber a Justice of the Peace of the State of Maryland in and for Frederick County personally appeared Daniel J. Derlbiss and Laura C Derlbiss his wife and did each acknowledge the foregoing Mortgage to be their respective act. And at the same time personally appeared John A Geary and made oath in due form of law that the consideration in the said Mortgage is true and bona fide as therein set forth.

Charles Smallwood J.P.

Frederick Feby 8th 1888. For value rec'd I hereby assign the within Mortgage to Joseph D Baker. Witness my hand & seal this 8th day of Feby. 1888.

Test. Wm G Zimmerman.

John A. Geary (Seal)

(Assignment Recorded August 28, 1888

Test. W. Irving Parsons, Clerk)