No. 5555 Equity

whereas a certain George T. Gelwicks hath loaned the said James F. Hickey, the sum of Seven hundred and fifty dollars, wherewith to make said second annual payment to the said Eugene L. Rowe, Trustee for which the said James F. Hickey hath given his promissory note for said sum of Seven hundred and fifty dollars of even date herewith drawn to the said George T. Gelwicks or order, and payable one year after date with interest from date to better secure the payment of which note and interest thereon when the same may become due and payable, these presents are Executed. Now therefore this Mortgage witnesseth that in consideration of the premises and of the sum of one dollar, the said James F. Hickey doth hereby grant and convey unto the said George T. Gelwicks all his, the said James F. Hickeys Equitable interest in and to that real estate situated in the Town of Emmitsburg in Frederick County in the State of Maryland on the north side of the Main Street thereof and designated on the Plat of said Town as Lot Number Eighteen. Provided that if the said James F. Hickey his heirs or assigns shall well and truly pay to the said George T. Gelwicks the aforesaid promissory note at maturity and the interest accrued thereon then this Mortgage shall be void. But if default be made in the payment of said promissory note, or the interest thereon to accrue, or any part of either of them at the time limited for the payment of the same then it shall be lawful for the said George T. Gelwicks, his heirs or assigns, at any time after such default, to sell the said James F. Hickeys Equitable interest in said real estate for cash to satisfy and pay said debt, interest and all costs and Expenses incurred in making said sale, which said sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in said Frederick County and in the event of a sale under the power hereby granted, the proceeds arising from such sale shall be applied, first to the payment of all costs and Expenses incident to such sale including reasonable Counsel fees and usual Chancery Commissions, secondly to the payment of all claims of the said Mortgagee, his personal representatives or assigns, under this Mortgage and the surplus if any, shall be paid to the said James F. Hickey.

Witness my hand and seal

Test
Henry Stokes.

James F. Hickey (Seal)

Exhibit F.

State of Maryland, Frederick County, to wit:—
I hereby certify that on this fourth day of April in the year Eighteen hundred and Eighty Eight before me the subscriber, a Justice of the Peace of the State of Maryland in and for Frederick County aforesaid, personally appeared the above named Mortgager James F. Hickey and acknowledged the aforegoing Mortgage to be his act and the same time before me also personally appeared George T. Gelwicks, the within named Mortgagee, and made oath in due form of law that the Consideration set forth in the aforegoing Mortgage is true and bona fide as therein set forth.

Henry Stokes J. P.

State of Maryland, Frederick County, to wit:—
I hereby certify that the aforegoing is a true copy of the Original Mortgage as recorded in Liber W. J. R. No. 7. folio 52 &c one of the Land Records