No. 5837 Equity.

said public road leading from Buffalo Church to the Hagerstown road thence with the centre of said road to the place of Beginning or where it intersects the Hagerstown Road containing 8 acres of land more or less. Provided that if the said James H. Beall and Elizabeth E. Beall his wife, shall pay on or before the fourth day of January 1889. to the said Rufus K. Day the sum of Three Hundred and fifty dollars with the interest thereon from the date hereof according to the tenor of their promissory note of even date herewith, and also pay to the said Rufus K. Day, the sum of Three Hundred and fifty dollars on or before the fourth day of January 1890. with the interest thereon from the date hereof according to the tenor of their promissory note of even date herewith, the interest is to be paid on all the money annually then this Mortgage shall be void. And the said James H. Beall and Elizabeth E. Beall his wife Covenants that they will pay the aforesaid Mortgage and they assume the Mortgage debt and they further Covenant that in default of payment the said Rufus K. Day may enter and take possession of the premises Provided that until default of payment the said James H. Beall and wife 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 upon any one such default the whole said debt shall immediately become due and demandable and it shall become lawful for the said Rufus K. Day to sell said Mortgaged premises by public auction at or on the premises for Cash after giving at least three weeks public notice of the time place manner and terms of sale by advertisement inserted in some newspaper published in said Frederick County once a week for three successive weeks prior to the day of sale and to apply the proceeds of such sale in the first place to the payment of all expenses attending said sale, including Commission to the Mortgagee making said sale according to the rules of the Circuit Court for Frederick County. then to the payment of said debt, and the surplus if any, to pay over to the said James H. Beall & wife

Witness our hands and seals

Test
J. Thomas Browning

James H. Beall (Seal)
Elizabeth E. Beall (Seal)

Exhibit No. 2

State of Maryland, Frederick County, to wit:
I hereby Certify that on this 4th day of January in the year Eighteen hundred and Eighty-eight, before the subscriber, a Justice of the Peace of the State of Maryland in and for Frederick County personally appeared James H. Beall and Elizabeth E. Beall his wife, and acknowledged the foregoing Mortgage to be their respective act. and at the same time also personally appeared Rufus K. Day, the Mortgagee named in the foregoing Mortgage, and made oath in due form of law that the consideration in said Mortgage mentioned is true and bona fide as therein set forth.

J. Thos Browning

Exhibit No. 3.

Examined