No. 5850 Equity.

of the sum of One thousand five fifty Eight dollars and seventy five Cents ($1058 75/100) now owing from us the said Charles H. M. Eyler and Sarah Catharine Eyler his wife, as will appear by their note duly executed payable five years after date for the sum of One thousand five fifty eight dollars and seventy five Cents, with interest from date (Interest to be paid up annually) and made simultaneous with this Mortgage to John J. Thom (of the same state and County aforesaid) we the said Charles H. M. Eyler and Sarah Catharine Eyler his wife, do grant unto the said John J. Thom all the following tracts or parcels of land, First a tract of land with the improvements thereon situate in Frederick County, State of Maryland, (in Creagerstown District) called Fountain Bow, as conveyed to Charles H. M. Eyler from Mary Hemmick by deed March 13th 1875. and recorded in Liber J.G. No 2 folio 686 &c one of the Land Records of Frederick County, as will more fully and at large appear, as also a portion or tract of land conveyed by deed dated March 25th 1890. by John J. Thom to Charles H. M. Eyler, which deed to be recorded simultaneously with this Mortgage, said tract or parcel of land being a part of that tract of land that the said John J. Thom obtained by deed dated April 23rd 1877. from Abraham A. Black and Mary E. Black his wife and recorded in Liber J.G. No 11. folio 300 &c one of the Land Records of Frederick County. Beginning for said piece or parcel of land (so Mortgaged) at a Maple Tree standing at the end of 46 25 perches on the 4th line in said deed and running thence with said line S. 29½° E 57.04 ps thence S 46 E 31.04 ps thence N 74 E 52 ps, thence N. 69½ E 10.4 ps to Public Road, thence with said road N. 43. W 94 ps thence S 65¾ ps W. 48.6 ps to the beginning. Containing 30 acres and 40 perches of land, more or less, both pieces or parcels of land above named in fee simple, as also the increase & stock, such as horses, cows, hogs and sheep. Provided that if the said Charles H. M. Eyler and Sarah Catharine Eyler his wife, shall pay on or before the 25th day of March in the year Eighteen hundred and Ninety five to the said John J. Thom the said sum of One thousand five fifty-eight dollars and seventy five Cents, with interest thereon from the date, as set forth in said note, according to tenor with this Mortgage (interest to be paid Annually) then this Mortgage shall be void. Provided nevertheless, that if default shall be made in the payment of the aforesaid sum of Money and the interest thereon annually, then it is further covenanted and agreed that the said John J. Thom shall proceed to sell the aforesaid Mortgaged property for Cash or upon terms at his discretion after giving at least twenty days notice in some newspaper published in Frederick County of the time, place and terms of said sale and after the sale is made and purchase money paid, to proceed to pay all expenses including attorneys fees attending said sale, then the payment of the debt and interest, and if any left, to pay the same to the said Charles H. M. Eyler or to his attorney or assignees.

As witness our hands and seals

Test

Chas. H. M. Eyler (Seal)

Sarah C. Eyler (Seal)

Chas. H. White

State of Maryland, Frederick County, to wit:

I hereby Certify that on this 25th day of March in the year Eighteen hundred and Ninety, before me, the subscriber