No. 5957. Equity.

lass. This being the same property which the said Martin L. Hightman obtained by deed from Benjamin E. P. Crampton, said deed is dated the 2nd day of December 1886. and recorded in Liber W. J. S. No. 1. folio 667 &c. one of the Land Records of Frederick County aforesaid as by reference thereto will more fully appear.

Provided, that if the said Martin L. Hightman 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 payment of the said note at maturity or of the interest thereon according to the tenor of the said note, the said Martin L. Hightman shall possess the Mortgaged premises as of his present Estate therein, and the said Martin L. Hightman agrees to keep the Buildings on said Mortgaged property insured against fire for not less than Five Thousand dollars and transfer said insurance policy to the said Charles C. Trail, as his Mortgage interest may appear. And the said Martin L. Hightman further agrees to pay all taxes, assessments, public dues or Charges, levied or to be levied by law upon the Mortgaged Estate 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 or of any of the Covenants herein Contained, then it shall be lawful for the said Charles C. Trail his 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 reasonable Counsel fees and Commissions and then to the payment of the said note and all interest due thereon, and the surplus, if any, to pay to the said Martin L. Hightman.

Advertisement

Witness our hands and seals

Test.
Ezra L. Kann

Martin L. Hightman {Seal}
Loretta C. Hightman {Seal}

State of Maryland.
Frederick County, to wit.

I hereby Certify that on this 2d day of June in the year Eighteen hundred and Fifty-seven before me, the subscriber, a Justice of the peace of the State of Maryland in and for the County of Frederick aforesaid personally appeared Martin L. Hightman and Loretta C. Hightman his wife and did each acknowledge the aforegoing Mortgage to be their act.

Ezra L. Kann J. P.