

## No. 6039. Equity.

on parcels of ground situate lying and being in the County and State aforesaid and described as follows, to wit:

The first thereof being all of that part of a tract of land - called "Walnut Bottom" which was conveyed to Lewis M. Valentine by Daniel Sharp and wife by deed bearing date the 5<sup>th</sup> day of April 1872 and recorded in Liber S. C. No. 9 fol. 277<sup>2</sup> - one of the Land Records of Frederick County. Excepting therefrom however a part of said land which was conveyed by Lewis M. Valentine to Michael Gippy by deed bearing date the 20<sup>th</sup> day of September 1875 and recorded in Liber S. C. No. 4 fol. 294<sup>2</sup> - one of the Land Records of Frederick County.

The second thereof being all of those two pieces of land which were conveyed to Lewis M. Valentine by Michael Gippy and wife by deed bearing date the 20<sup>th</sup> day of September 1875 and recorded in Liber S. C. No. 4 fol. 481<sup>2</sup> - one of the Land Records of Frederick County. The third thereof being all of that part of a tract of land called "Ocean Grove" which was conveyed to Lewis M. Valentine by James C. Valentine and wife and others by deed bearing date the 19<sup>th</sup> day of January, 1886 and recorded in Liber S. C. No. 1 fol. 123<sup>2</sup> - one of the Land Records of Frederick County.

Together with the buildings and improvements thereupon, and the rights roads, ways, waters, privileges, appurtenances, and advantages, thereto belonging or in anywise appertaining.

To have and to hold, the aforesaid parcels of ground and premises unto and to the proper use and benefit of Phoebe P. Biggs her heirs and assigns forever.

Provided that if the said Lewis M. Valentine his heirs, executors administrators or assigns, shall pay said promissory note at its maturity and the interest thereon according to its terms, and shall perform all the covenants herein on his or their part to be performed, then this mortgage shall be void.

And it is agreed, that, until default be made in the premises the said Lewis M. Valentine shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or <sup>to be</sup> levied or assessed on said hereby mortgaged property, and on the mortgage debt and interest hereby intended to be secured, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Lewis M. Valentine for himself his heirs, executors, administrators, and assigns, doth hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Phoebe P. Biggs her heirs and assigns or Robert Biggs her or their attorney or agent at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and