

No. 6039 Equity

and pay said debt interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in manner following, viz upon giving twenty days notice of the time place, manner and terms of sale, in some newspaper printed in Frederick County, said sale to be made upon the premises, by public Auction and for Cash and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply first, to the payment of all expenses incident to such sale, including all Counsel or attorney fees and a Commission to the party making sale of said property, equal to the Commission allowed Auctioneer for making sale of property by virtue of a decree of a Court having Equity Jurisdiction in the State of Maryland, Secondly, to the payment of all claims of the said Mortgagee, his personal representatives and assigns under this mortgage whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagee, his personal representatives or assigns, or to whomsoever may be entitled to the same.

And the said Lewis M. Valentine for himself, his executors, administrators and assigns, doth further covenant to insure, and pending the existence of this Mortgage, to keep insured the improvements on the hereby mortgaged land to amount of at least fifteen hundred Dollars, and to cause the policy to be effected thereon to be so framed or increased as in case of fire, to insure to the benefit of the said Robert S. Briggs to the extent of her lien or claim hereunder.

Witness, the hand and seal of the said Mortgagee  
 Lewis M. Valentine

Test:  
 Amos J. Norris

State of Maryland to wit:  
 I hereby Certify, that on this 25<sup>th</sup> day of March in the year One thousand Eight hundred and Eighty nine before me, the subscriber a Justice of the Peace of the State of Maryland, in and for Frederick County, aforesaid, personally appeared Lewis M. Valentine and acknowledged the foregoing Mortgage to be his act, and now at the same time before me, personally appeared also Robert Briggs and made oath in due form of Law that he is the Grant of the within named Mortgage and that the Consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

A. J. Norris J. P.

Enclosed as follows  
 Received for Record March 28<sup>th</sup> 1889 at 11<sup>45</sup> O A M, and same day recorded in Liber W.D.P. No 8 folio 191 v. 8, one of the Land Records of Frederick County & Examined.

Test: W. Channing Parsons  
 Clerk

Filed November 14<sup>th</sup> 1892.