

No. 6341. *Quiet.*

to the Frederick town Savings Institution a body Corporate of the State of Maryland in Frederick County, in the sum of two thousand dollars (\$2000) by his promissory note of even date herewith and payable to the said Frederick town Savings Institution on order six months after date and for the purpose of securing the payment of the said promissory note at maturity or of any other note or notes which may from time to time hereafter be given in renewal thereof are the said Isaac M. Fisher and Mathe A. Fisher his wife have agreed to Execute this mortgage now therefore in Consideration of the premises and the further Consideration of five dollars paid us by the said Frederick town Savings Institution, the receipt of which is hereby acknowledged and the said Isaac M. Fisher and Mathe A. Fisher his wife do grant in fee simple to the said Frederick town Savings Institution all that tract of land with the improvements thereon situated and lying in Mechanicstown District Frederick County Maryland which was conveyed to the said Isaac M. Fisher by Robert J. Fisher mortgage No. 5827 Equity in the Circuit for Frederick County sitting as a Court of Equity by deed dated the Eighteenth day of May in the year Eighteen hundred and Eighty Eight and recorded in Liber A. B. No. 9. folio 433 and 434 one of the Land Records of Frederick County containing one hundred and twenty acres of land more or less described in said deed which by reference to said deed and said deed will more fully and at large appear, Provided that the said Isaac M. Fisher shall pay to the said Frederick town Savings Institution the said sum of two thousand in the said note specified at maturity of the said note or shall pay any renewal thereof when said renewal note shall mature and become due and payable and when payment thereof shall be demanded by the said Frederick town Savings Institution then this mortgage shall be void, Provided, that until default be made in the payment of the said promissory note at maturity or of any renewal thereof when such renewal note shall become due and payable and when payment thereof shall be demanded by the said Savings Institution the said Isaac M. Fisher may occupy and possess the mortgaged premises as of his present estate therein - and provided that if default shall be made in the payment of the said promissory note at maturity or any renewal thereof when such renewal shall mature and become due and payable and when payment thereof shall be demanded by the said Frederick town Savings Institution then it shall be lawful for Joseph Cronin or trustee or in case of his death or declining to Execute this trust for any other trustee to be appointed by order of the Circuit Court for Frederick County sitting as a Court of Equity in substitution or in place of said deceased or declining trustee, Consent hereby being given by the said mortgagors without further notice to them for the appointment of such trustee to make sale of the said