

No. 6348. Equity.

Mr. Zimmerman and Susan M. Zimmerman by David Kling by deed dated April 13th A.D. 1878 and recorded in Liber V. G. No. 11 folio 5-27, One of the Land Records of Frederick County said property containing therein four acres of land, more or less, together with all the improvements and appurtenances thereon and thereto belonging provided that if the said George M. Zimmerman and Susan M. Zimmerman shall pay on or before the 30th day of April, A. D. 1885 to the said Amanda Eichelberger the said sum of Fifteen hundred Dollars with interest thereon from the date hereof according to the tenor of their promissory note of even date herewith payable to the said Amanda Eichelberger or order, one year after date, with interest at five per cent per annum payable semi-annually, then this mortgage shall be void, and the said George M. Zimmerman and Susan M. Zimmerman his wife for themselves their heirs and representatives hereby Covenant that they will pay the money aforesaid with the interest thereon according to the tenor of the note aforesaid, and that in default of payment of said money and interest in the manner aforesaid the said Amanda Eichelberger may enter and take possession of the property aforesaid, and the said George M. Zimmerman and Susan M. Zimmerman, his wife, for themselves their heirs Executors and Administrators further Covenant with the said Amanda Eichelberger her Executors Administrators and assigns that they will during the continuance of this mortgage, keep the mortgaged property fully insured paying the premiums on such policy, from time to time as they fall due, and that they will assign the said Policy of insurance to the said Amanda Eichelberger for her benefit in case of loss by fire, and they further Covenant in like manner that should they fail in the particular and the said Amanda Eichelberger pay the premiums for said insurance, the amount of the premiums so paid with interest thereon shall be a lien on the mortgaged property as though included in the first instance, in the mortgage itself provided that until default of the payment of the said money with interest thereon, and of any of the covenants aforesaid, the said George M. Zimmerman and Susan M. Zimmerman shall possess the premises as of their present estate therein, and provided that if default shall be made in the payment of the money aforesaid, with the interest thereon according to the tenor of the promissory note aforesaid, or in any of the covenants aforesaid, then it shall be lawful for the said Amanda Eichelberger to sell the said mortgaged premises, at the City Hotel in Frederick City, Maryland by public Auction upon such terms as she shall deem best after giving at least three weeks public notice of the time place manner and terms of sale by advertisement in some newspaper published in Frederick County, 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 usual chancery Commissions, and reasonable Counsel fees then

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