

No. 6416. Equity.

as his trustees, stand indebted to the Farmers and Mechanics National Bank of Frederick, in the sum of Fourteen hundred dollars (\$1400.⁰⁰) upon a promissory note bearing even date with these presents and payable to said the Farmers and Mechanics National Bank of Frederick on order, six months after date, and for the purpose of saving harmless and keeping undisturbed the said David C. Winbrenner and Henry Unweygt from and against all loss, Costs, Charges, damages and expenses whatsoever that might result to them, or either of them, by reason of, or by means of their said suretyship in said promissory note, or in any other note or notes, that may from time to time hereafter be given in renewal of the same, or for any part thereof, and the said Henry Roberts and Conelia F. Roberts his wife have agreed to Execute this Mortgage.

Now therefore in Consideration of the premises and of one dollar the receipt of which is hereby acknowledged to the said Henry Roberts and Conelia F. Roberts his wife, do hereby grant in fee simple unto the said David C. Winbrenner and Henry Unweygt, all that best part of a tract, piece or parcel of land, containing thirteen acres more or less, situated in Lewistown District Frederick County, Maryland about one quarter of a mile from Lewistown on Fishing Creek, it being the same property conveyed to the said Henry Roberts by the said David C. Winbrenner and wife and the said Henry Unweygt and wife by deed bearing even date with this Mortgage and intended to be recorded in the Land Records of Frederick County, at the same time or just prior to the recording of this Mortgage.

Provided that if the said Henry Roberts shall pay to the said the Farmers and Mechanics National Bank of Frederick, the said promissory note at maturity, or if renewed, shall pay any renewal thereof when such renewal note shall mature and become due and payable, and when payment thereof shall be demanded by said Bank, so as to release the said David C. Winbrenner and the said Henry Unweygt from all liability therefor, then this Mortgage shall be null and void, and provided further that if the said Henry Roberts should fail to pay said promissory note at maturity or if renewed should fail to pay any other note or notes given in renewal thereof, when such renewal note or notes shall become due and payable, and payment thereof demanded by the said Farmers and Mechanics National Bank of Frederick, of which failure or default, demand being made by the said Bank upon the said Henry Roberts for the payment thereof, it is hereby declared shall be evidence, then it shall be lawful for the said David C. Winbrenner and Henry Unweygt to sell the said Mortgage property at Public Auction at the Court House door in Frederick City Frederick County, Maryland, for Cash, after first giving at least three weeks previous notice of the time place manner and terms of sale, by advertisement in one or more of the newspapers published in Frederick County, and apply