No. 6731 Equity.

Report of Sale,

mentioned in the aforegoing report of sale and made oath in due form of law that the matters and things stated therein are true to the best of his knowledge and belief and that said sale was fairly made,

John L. Jordan, Clerk.

"Exhibit A."

At the request of Franklin B. Smith the following Mortgage is received for Record and Recorded, May 16, at 11 O'clock 10 minutes A. M.

Test:- W. Irving Parsons, Clerk.

This Mortgage made this 26th day of April in the year Eighteen hundred and Ninety by Elias Grove and Frederica H. Grove his wife of Frederick County, State of Maryland, Witnesseth, that the said Elias Grove and Frederica H. Grove by their promissory note bearing even date herewith and payable two years after date to the order of Franklin B. Smith for the sum of Five Hundred and fifty dollars with interest from date, the interest to be paid semi-annually stand indebted to the said Franklin B. Smith in the amount of money in said promissory note recited and for the purpose of securing the payment of said promissory note together with all interest that may accrue thereon when the same shall become due and payable by the terms thereof we the said Elias Grove and Frederick H. Grove, his wife have agreed to execute this Mortgage. Now therefore, in consideration of the above recited premises and for the further consideration of the sum of five dollars paid us by the said Franklin B. Smith at and before the execution and delivery of this mortgage, the receipt whereof is hereby acknowledged we the said Elias Grove and Frederick H. Grove his wife, do hereby grant and convey unto the said Franklin B. Smith all of our right, title, interest and estate of in and to those two parts or parcels of land situate, lying and being in Frederick County, Maryland, containing respectively ~~thirty~~ nine and a half acres of land and thirty square perches of land being the same two parts or parcels of land as described in a deed from Charles H. Ross and Jacob Rhorback, Trustees, Elias Grove of date April 24th 1890, and recorded simultaneously herewith among the Land Records of Frederick County, Maryland, Provided, that if we, the said Elias Grove and Frederica H. Grove, his wife, our executors, administrators or assigns shall pay or cause to be paid to the said Franklin B. Smith, his Executors, administrators or assigns the said promissory note together with all interest that may accrue thereon, the same shall become due and payable by the terms of said promissory note then this mortgage shall be null and void, Provided also that until default shall be made in the payment of the said promissory note or the interest that may accrue thereon when the same shall become due and payable by the terms of said grantors in this mortgage or this lease may occupy and possess the mortgaged premises as of their present estate therein. And the said Elias Grove and Frederica H. Grove covenant with the said Franklin B. Smith, that they will pay or cause to be paid all taxes, assessments or public dues levied or hereafter to be levied by law not only upon the real Estate hereby mortgaged but also upon the mortgage debt created or secured by this mortgage, but also upon the mortgage debt created or secured by this Mortgage. But if default shall be made in the payment of said promissory note when the same shall become due and payable, or if default shall be made in the payment of any installment of interest that may accrue thereon when the same shall become due and payable by the terms of said note then it is hereby agreed that the whole of the said Mortgage debt shall become due and payable