

No. 7551 Equity.

At the Request of William E. Smith the following Mortgage is received for record and recorded April 1891 at 1 o'clock 20 minutes P.M.

Test: - W. Irving Parsons, Clerk

This Mortgage made the 2nd day of April in the year Eighteen hundred and ninety one, by us Daniel N. Young and Lucretia Young, his wife of Frederick County in the State of Maryland. Witnesses, whereas the said Daniel N. Young by his promissory note bearing even date herewith and drawn for six hundred dollars, payable one year after date with interest from date at the rate of five per cent per annum stands indebted unto William E. Smith in said sum of six hundred dollars and whereas the said Daniel N. Young and Lucretia Young, his wife are willing to better secure the payment of said promissory note with the interest thereon at its maturity therefore this mortgage is executed,

Now therefore in consideration of the premises and the sum of One dollar we the said Daniel N. Young and Lucretia Young his wife, do hereby grant and convey in fee simple unto the said William E. Smith all those pieces, parcels, tracts or parts of tracts of land situate, lying and being in Frederick County and State of Maryland, which were conveyed to the said Daniel N. Young by a deed executed by Jonathan Rontzler, Trustee and bearing date on the 11th day of April 1874 and recorded in Liber T. G. No. 1 folio 481^{ve} one of the Land Records of said County as by reference thereto will more fully and at large appear,

Provided that if the said Daniel N. Young, his heirs, personal representatives or assigns be paid to the said William E. Smith the herein before recited note when due and payable with the interest thereon then this mortgage shall be void,

And it is agreed that until default be made in the premises the said Daniel N. Young his heirs and assigns shall continue to hold and possess the hereby mortgaged premises and to receive the rents and profits thereof, upon paying in the meantime all taxes levied or assessed or to be levied or assessed on said mortgaged property and on the mortgage debt hereby secured which taxes, mortgage debt and interest the said Daniel N. Young doth for himself, his heirs, personal representatives and assigns hereby covenant to pay when legally demandable, but if default be made in any condition of this mortgage then it shall be lawful for the said William E. Smith, his personal representative or assigns to enter upon the hereby mortgaged premises and sell the same at public sale on the premises for cash after giving at least twenty days notice of the time, place, manner and terms of such sale by an advertisement inserted in one or more newspapers printed and published in Frederick County aforesaid and by hand bills posted in the neighborhood of the premises and as to the proceeds of sale to apply the same in the first place to the payment of all costs and expenses attending the sale including the usual chancery commission and a reasonable counsel fee to the mortgagee for making sale and in the second place to the payment of the aforesaid promissory note and the interest thereon and to the payment of all claims hereby intended to be secured and lastly to pay over any surplus proceeds to the said Daniel N. Young, his personal representatives or assigns,

Witness our hands and seals,

Test: -
R. G. Barrick.

Daniel N. Young (Seal.)
Lucretia Young (Seal.)