

No 7651 Equity

"Mortgage Exhibit."

tract of land called "Lumber Land," and beginning for the same at the end of the second line in a deed from Isabella Spurrer to John H. Spurrer dated Sept. 30th 1892, and recorded in Liber J L.P. No 2 folio 182 and running with the third line in said deed North $8\frac{1}{2}$ East thirteen and fourtenths $13\frac{4}{10}$ perches then North 75° West five and two tenths $(5\frac{2}{10})$ perches to the north. That corner of the same yard then South $11\frac{1}{2}^{\circ}$ West one and nine tenths perches North $77\frac{1}{2}^{\circ}$ West one and eight tenths perches to J.R. Mullinix line then with it South 6° West $7\frac{1}{10}$ perches then South 80° East 4 perches South 5 perches to the north Morgan of the turnpike and with it South 83° East $2\frac{7}{10}$ perches to the beginning containing seventy five square perches of ground more or less, Being the same property conveyed into the said Thomas P. Mullinix by Isabella Spurrer by deed dated Sept. 5th A.D. 1894 and recorded said deeds in the office of the Clerk of the County Court of Frederick County together with the improvements thereon and the right and appurtenances thereto belonging or in anywise appertaining.

Provided that if the said Thomas P. Mullinix, heirs personal representatives or assigns shall pay on or before the first day of October in the year nineteen hundred and two to the said The Real Estate and Improvement Company of Baltimore City the sum of one hundred and eighty seven dollars and twenty seven cents with interest thereon payable monthly at the rate of six per cent per annum from the first day of October A.D. 1894 said payment to be made by monthly installments of at least two dollars and eighty five cents including interest beginning for the first installment upon the first day of November A.D. and shall make no default in any agreement covenant or condition of this mortgage then this mortgage.

And it is agreed that until default in the premises the said Thomas P. Mullinix shall hold possession of the property herein mortgaged.

But in the event of three of the above mentioned monthly installments being due and unpaid or of default in any agreement covenant or condition of this mortgage the entire mortgage debt intended to be secured hereby shall be deemed due and demandable and these presents are hereby declared to be in trust and Samuel B. Barr of Baltimore City is hereby authorized and empowered to sell the property herein granted or so much thereof as may be necessary and to convey the same to the purchaser or purchasers thereof, which sale shall be made upon giving at least twenty days notice of the time place manner and terms of sale in some newspaper published in Frederick County and in the event of a sale under the powers hereby granted the proceeds to apply first to the payment of all expenses incident to the sale, secondly to the payment of all claims of the said mortgagee its successors and assigns under this mortgage whether the same shall have matured or not and as to any surplus to pay it over to the said Thomas P. Mullinix.

And the said Thomas P. Mullinix for himself his heirs executors administrators and assigns doth covenant that he will pay the entire mortgage debt hereby secured and will make the monthly payment above mentioned that he will pay all taxes assessments public dues and charges levied or to be levied by law upon the property hereby mort-

Order nisi
Sales