No. 4665. Equity

Containing one ~~hundred and~~ forty acres clear of the Baltimore and Ohio Rail Road, being a part of the real estate that was conveyed by Mary H. Plummer to said Anna H. Hughes by her, this name of Anna H. Plumber Being the same tract of land which was by deed conveyed to said Berchiar O. Frizzell by the said Anna H. Hughes and Edward M. Hughes, her husband dated October 1st. 1888, and recorded in Liber H. I. P. No. 6, folio 477, &c one of the Land Records of Frederick County,

Together with the improvements thereon and the rights, roads ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

To have and to hold the said described tract of land and premises unto and to the proper use of the said John A Wagner and William R. Wagner, Co-partners trading as Wagner Brothers, their personal representatives and assigns forever, in fee simple

Provided that if the said Berchiar O. Frizzell, his heirs personal representatives and assigns shall well and truly pay the aforesaid sum of Three Thousand ($3000.00) and the installments of interest thereon in gold coin or its equivalent according to the tenor and effect of said promissory note and the payment of interest as aforesaid and shall perform all the covenants herein on his or their part to be performed, then this Mortgage shall be void

And it is agreed until there is default in the premises, the said Berchiar O. Frizzell, his heirs and assigns shall pay the aforesaid described property upon paying, in the meantime all taxes and assessments, public debts and charges of every kind, levied or assessed or to be levied or assessed or to be levied or assessed on said hereby mortgaged property; which taxes, assessments, public dues charges Mortgage debt and interest the said Berchiar O. Frizzell, for himself, his heirs, personal representatives and assigns doth hereby covenant to pay to whom legally demandable But if default be made in the payment of the said money, or the interest thereon, or in any part or either of them, at the time limited for the payment of same, or in any agreement, covenant or condition of this Mortgage, then the entire Mortgage debt shall be deemed due and demandable: and it shall be lawful for the said John A. Wagner or William R. Wagner, individually or as a firm trading as Wagner Brothers, their personal representatives and assigns or, C. Howard Milliken, their attorney and agent, at any time after such default, to sell the property hereby mortgaged, or such thereof as may be necessary to satisfy and pay said debt interest and all cost incurred in making such sale and to grant and to convey the said property to the purchaser or purchasers thereof, his, or their heirs or assigns