

no. 6085, Equity.

and eighty nine for the said sum of two hundred and sixty dollars, payable six months after date to the order of William H. Woodman, the Secretary of said Franklin Savings Bank of Frederick, Md. the said Andrew J. Lease do grant unto the said Franklin Savings Bank of Frederick, Maryland, all that lot or parcel of ground, with the improvements thereon, situated in Bartonsville in New Market District in said County, containing five acres of land, more or less, being the same property conveyed to said Andrew J. Lease and Charlotte Lease, his wife, by Ann Luisa Phelps and Joshua Phelps, Mr. Kusebaum, by deed dated the 13th day of March, A.D. 1885, and duly recorded in Liber N. F. No. 9, folio 674 &c. one of the Land Records of Frederick County, the said Charlotte Lease being now dead and the said Andrew J. Lease, being the owner in fee simple of the property hereby conveyed, as the surviving husband of said Charlotte, deceased, and being now in possession of the property, hereby conveyed. Provided that if the said Andrew J. Lease, shall pay to said Franklin Savings Bank of Frederick the said sum of two hundred and sixty dollars when due and payable according of said promissory <sup>note</sup> or any note given in renewal thereof, when payment thereof shall be demanded, then this mortgage shall be void:— And the said Andrew J. Lease covenants that he will pay the said mortgage debt when due and payable and when payment thereof shall be demanded, and that during the continuance of this mortgage, he will keep the dwelling house upon said lot fully insured from loss by fire for the use of said Franklin Savings Bank of Frederick, and will pay the premiums and assessments from time to time required, to keep such insurance in force, and in case of default therein and said Franklin Savings Bank of Frederick should pay such premiums or assessments the amount so paid with interest thereon shall constitute a part of the mortgage debt and is secured by this mortgage as fully as if specifically mentioned in amount herein And provided further that if said Andrew J. Lease should make default in the payment of said mortgage debt when due and payable according to the tenor of said promissory note or any note given in renewal thereof and when payment shall be demanded or should make

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