NO. 8278. Equity.

Liber H. S. P. No. 9. Folio 318.

Also all that piece or parcel of land Situate in said Frederick County containing one acre and 25 sq. perches of land more or less which was conveyed to said Phoebe C. Weinfigler by Lewis A. Holt and wife and Ann P. Marshall by deed the 5. April 1889. and recorded among said Land Records in Liber H. S. P. No. 9. Folio 165.

Also all that piece or parcel of land Situate in said Mt Pleasant District being part of a tract called "Middle Plantation" containing three acres of land more or less which was conveyed to said David W. Weinfigler by Jennie Johnson & wife. by deed dated 5th of Nov. 1874. and recorded among said Land Records in Liber T. G. No. Folio 345. as by reference to said deeds and said last will and testament being had will more fully appear.

Together with the buildings and 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 aforesaid parcel of ground and premises unto and to the proper use and benefit of him the said William H. Wadsworth his heirs and assigns forever.

Provided that if the said Phoebe C. Weinfigler and David W. Weinfigler their heirs personal representatives or assigns shall pay said indebtedness of Nine hundred dollars as the same shall become due and payable according to the tenor of the said joint and several promissory note therefor. and any renewals thereof in whole or part and shall perform all the Covenants herein on their part to be performed then this mortgage shall be void; and it is agreed that until default shall be made in the premises the said Mortgagors shall possess the aforesaid 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 on said hereby mortgaged property, which taxes, assessments public dues, charges, mortgage debt and interest the said Phoebe C. Weinfigler and David W. Weinfigler their heirs, personal representatives, and assigns do hereby covenant to pay when legally demandable. but if default be made in the payment of said money or the