

## No. 8378. Equity.

of an acre of land, more or less, being the same lots of land conveyed to the said Richard Kelly by George Baker, Trustee, by deed dated the 15th day of April A. D. 1874, and recorded in Liber T. S. No. 1, folio 473 one of the Land Records of Frederick County, said lots being numbered 1, 2, 3, in said deed and particularly described by bearings and distances, as by reference to said deed will fully and at large appear;

Also, all that tract, part of a tract piece or parcel of land, situated in Emmitsburg and Mechanicstown districts in Frederick County in the State of Maryland, about two miles South of St. Mary's College on the old Mechanicstown road, about a half of a mile from the turnpike road leading from Emmitsburg, containing thirty-two acres and twenty six square perches of land more or less, it being the same real estate conveyed heretofore by Ephraim G. Eckumore, and Harry J. Eckumore Executors, to a certain Emanuel J. Eckumore by deed bearing date the 3rd day of April A. D. 1883, and recorded in Liber A. T. No. 7, folio 117, &c. one of the Land Records of Frederick County; and it being the same property conveyed to the said Frederick Town Savings Institution, by Joseph Cronise Trustee by deed dated the 23rd day of February A. D. 1895, and recorded in Liber J. L. J. No. 7, folio 578, &c. one of the Land Records of Frederick County, and it being the same real estate conveyed to the said Richard Kelly, by The Frederick Town Savings Institution by deed bearing date the 5th day of March A. D. 1895, and intended to be recorded at the same time or just prior to the recording of this Mortgage among the Land Records of Frederick County.

Provided that if the said Richard Kelly, his executors, administrators or assigns shall pay to the said Frederick Town Savings Institution, the promissory note aforesaid at maturity or shall pay any renewal thereof when such renewal note shall mature and be payable, then this Mortgage shall be void. And provided, that until default be made in the payment of the promissory note aforesaid, at maturity, or of any renewal thereof when such renewal note shall mature and be payable, the said Richard Kelly and Mary Kelly his wife shall possess the mortgaged premises as of their own right estate therein. And provided, that if default shall be made in the payment of the promissory note aforesaid at maturity, or if renewal default shall be made in the payment