

## NO. 8349. Equity.

This Mortgage made this twenty third day of March in the year Eighteen Hundred and ninety five by us Charles J. Smith and Ida E. Smith of Frederick County, in the State of Maryland, Natasseth, that whereas we now stand indebted unto a Certain Marcellus E. Beall of the Said County and State, in the Sum of Six hundred Dollars, by our joint and several promissory note, of even date herewith, payable to the Said Marcellus E. Beall or order, one year after date, with interest from date, at the rate of five per centum per annum, and date, with interest from date, at the rate of five per centum, per annum, and whereas we are desirous of fully securing the payment of Said Sum of Money when the Same becomes due and payable, together with the interest thereon according to the tenor of Said promissory note, we do execute these presents,

Now therefore, in Consideration of the premises and of the further Sum of Five dollars in hand paid the receipt whereof is hereby acknowledged, we the Said Charles J. Smith and Ida E. Smith his wife do hereby grant and Convey unto the Said Marcellus E. Beall all that lot or parcel of Twelve acres and ten Square perches of land more or less, Situate lying and being in Johnsons Election District No. 17, in Said County, where the road known as the Copper mine road is crossed by the Turnpike road leading from Libertytown to Johnsons the same being the lot of ground which was conveyed to the Said Charles J. Smith, by a Certain Michael McManus and Abby McManus his wife by a deed bearing date March 28<sup>th</sup> 1895, duly recorded in one of the Land Books of Said County, by reference to which deed and the reference therein contained a more complete and full description will at large appear. Provided, that if we the Said Charles J. Smith and Ida E. Smith his wife, pay the Said Sum of money, together with the interest thereon, according to the tenor of Said promissory note then this mortgage to be void,

And the Said Charles J. Smith and Ida E. Smith his wife, hereby covenants and agrees with the Said Marcellus E. Beall that they will have the buildings insured, for the benefit of the Said Marcellus E. Beall and the Said Charles J. Smith and Ida E. Smith, his wife, hereby covenants and agrees with the Said Marcellus E. Beall, that they will pay Said Sum of money when the Same becomes due and payable, together with the interest thereon according to the tenor of Said