

No. 8366 Equity.

and Rebecca Birly of Frederick County, State of Maryland, Witnesseth, Whereas we the said Louisa Giegling and William H. Giegling her husband and Rebecca Birly by our promissory Note of some date herewith, payable three years after date, to Ellen V. Payne or order, for the Sum of Four Hundred dollars (\$400.00) with interest from date, payable semi-annually stand indebted unto the said Ellen V. Payne in the Sum of money in said promissory Note at the maturity thereof and the payment of the interest thereon according to the tenor thereof, we the said Louisa Giegling and William H. Giegling her husband and Rebecca Birly have agreed to execute these presents.

Now therefore in Consideration of the above recited promises and the Sum of five dollars in hand paid at and before the execution of these presents, the receipt whereof is hereby acknowledged, we the said Louisa Giegling and William H. Giegling her husband and Rebecca Birly do hereby grant and Convey unto the said Ellen V. Payne all that piece or parcel of land Situate, lying and being in Johnsville District, Frederick County, Maryland, it being the same tract or parcel of land that was Conveyed to Louisa Giegling (formerly Louisa Birly) and Rebecca by deed from Abram S. Diehl and wife dated March 18th, 1884, and recorded in Liber N. F. No. 9, Folio 287, one of the land records of Frederick County; it being the same parcel of land that was Conveyed to said Abram S. Diehl from George H. Morningstar and wife dated April 8th, 1876, and recorded in Liber J. G. No. 5, Folio 254 one of the land records of Frederick County, reference being had to said deed will appear more fully as to Course and distances.

Provided, that if the said Louisa Giegling William H. Giegling and Rebecca Birly, their executors, Administrators or assigns shall pay or cause to be paid to the said Ellen V. Payne her heirs or assigns the said promissory note at the maturity thereof, together with all the interest that may accrue thereon, according to the terms and conditions thereof, then this mortgage shall be void.

Provided further, that until default shall be made in the payment of the said promissory note at maturity or of the interest thereon according to the terms and conditions thereof then this mortgage shall be void.

Provided further, that until default shall be made in the payment of the said promissory note at maturity or of the interest thereon as aforesaid, the said Louisa Giegling, and William H. Giegling her husband and Rebecca Birly may occupy and possess the said mortgaged premises as if their own estate therein. But if default shall be made in the payment of the said promissory