

rate of six per cent per annum, the interest to be paid semi-annually, and for the better securing the payment of the said promissory note at maturity and for the further consideration of the sum of Five Dollars to me cash in hand paid at and before the execution and delivery of these presents the receipt of which is hereby acknowledged, I the said John B. Stevens do hereby grant and convey in fee simple unto the said Martin A. Castle all the following described lots or parcels of ground to-wit--First--All that piece or parcel of land, containing one and one-half acres, more or less, situated lying and being in the village of Mt. Pleasant in Mt. Pleasant District, Frederick County, Maryland, and being all of the same property as described in a deed from John C. Motter and William P. Maulsby, Jr., trustee, in NO. 4985 equity, to the said John B. Stevens, dated on the 9th day of April in the year 1888 and recorded in liber W. I. P. No. 6 folio 160, one of the land records of Frederick County, together with all and singular the buildings, improvements, rights, ways, privileges and appurtenances thereto belonging or appertaining. Second--All of my undivided one-third interest in and to that piece or parcel of ground containing 83³/₄ square perches more or less, situated lying and being in the Village of Mt. Pleasant, Mt. Pleasant District, Frederick County, State of Maryland, being the same property as described in a deed from Henry Beimbrink and Barbara E. Beimbrink, his wife, to John E. Stevens and Theodore A. Stevens dated on the 10th day of April in the year 1873, and recorded in liber F. G. No. 2 folio 175, one of the land records of Frederick County. Together with an undivided one-third interest in and to the buildings, and improvements thereon and all rights, ways, privileges and appurtenances thereto belonging or appertaining. Provided that if the said John B. Stevens his personal representatives or assigns, shall pay the said promissory note with all interest due thereon at maturity and shall perform each and every covenant contained in this mortgage, then this mortgage shall be void. And further provided that until default be made in the payment of the promissory note aforesaid at maturity or in the payment of any installment of interest thereon, when the same is due according to the tenor of said promissory note, the said John B. Stevens shall possess the said mortgaged property as of present estate therein. And still further provided that if default be made in the payment of said promissory note at maturity or in the payment of any installment of interest when the same becomes due according to the tenor of said promissory note, or in the performance or fulfillment of any covenant or agreement contained herein, then and in either case it shall be lawful for the said Martin A. Castle his personal representatives or assigns, to sell the said property and premises hereby mortgaged in front of the Court House door in Frederick City, Maryland, at public auction for cash, after having first given at least three weeks notice of the time place manner and terms of sale in some newspaper published in Frederick County, Maryland, once a week prior to the date of sale, and to apply the proceeds of sale to the payment in the first place of the expenses attending the sale, including the usual chancery commissions and a reasonable council fee, and then to the payment of the promissory note aforesaid with all interest due thereon, whether the same be due and payable according to the tenor of said promissory note or not, and the surplus if any, to pay the same to the said John B. Stevens, or to whoever may be entitled to the same. And the said John B. Stevens covenants that he will keep during the continuance of this mortgage, the buildings erected on said mortgaged premises in good repair, and insured for a reasonable sum of money in some safe and reliable Insurance Company, paying the premiums and assessments thereon as they fall due and payable, and that they will cause the policy of insurance to be so transferred or endorsed