

a half per cent per annum. stands indebted in said sums of money to the saids George W. Devilbiss, and and for the better securing thereof these presents are hereby executed

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises, and of the sum of One Dollar, the said George E. Baire do grant unto the said George W. Devilbiss of Carrell County, Md. his heirs and assigns in fee simple, all these contiguous parts of tracts of land named and described in a deed from the said George W. Devilbiss and Kitty A. Devilbiss his wife to the said George E. Baire bearing date even with this Mortgage. and to be recorded among the land records of Frederick County, even date herewith, reference being had all with courses and distances and quality of land will fully appear. Also that other joining parcel of land conveyed to the said George E. Baire by Jacob Riegler, Margaret Riegler, George Riegler and Eliza Riegler his wife by deed dated "April 5th, 1880" recorded in Liber A.F. No. 2 folio 281 one of the land records of Frederick County, reference being had thereto, all with courses, distances and quantity of land will fully appear.

Also, that other adjoining parcel of land conveyed to the said George E. Baire by Sebastian Hammond and Marcella Hammond his wife by deed dated "August 13th, 1880" recorded in Liber A.F. No. 2 folio 424, one of the land records of Frederick County, Containing in all these parcels of land. Eighty six & $\frac{1}{4}$ acres and 28 Sq. perches of land more or less.

Together with the buildings and improvements thereupon, and the rights, roads, ways, waters, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining..

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of said George W. Devilbiss his heirs and assigns forever. Provided that the said George E. Baire his heirs, executors, administrators or assigns, shall pay the said Sixteen hundred dollars together with the interest thereon when due and demandable, according to the tenor of the aforesaid promissory Note and shall perform all the covenants herein on his or their part to be performed, then this Mortgage shall be void. AND it is agreed, that, until default be made in the premises, the said George E. Baire shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues 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 George E. Baire for himself his heirs, executors, administrators, and assigns, doth hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage, debt shall be deemed due and demandable; and it shall be lawful for the said George W. Devilbiss his heirs and assigns or their Attorneys or Agent at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in manner following, viz. upon giving twenty days' notice of time, place, manner and terms of sale, in some newspaper printed in Frederick County, and in the event of a sale of said property under the powers hereby granted, the proceeds, arising from such sale, to apply first, to the payment of all such expenses incident to such sale, including such commission, to the party making sale of said property, equal to the commission allowed Trustees, for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland;

Secondly to the payment of all claims of the said mortgagee ----- his personal representatives and assigns under this mortgage, whether the same shall have then matured or not, and the surplus (if any there be) shall be paid to the mortgagor his personal representative or assigns, or to whoever may be entitled to the same. AND the said George W. Baire for himself his executors, administrators, and assigns, doth further covenant to insure, and pending the existence of this Mortgage, to keep insured the improvements on the hereby mortgaged land to amount of at least Six hundred dollars and to cause the policy to be effected thereon to be so framed or indorsed, as in case of fire, to insure to the benefit of the said George W. Devilbiss his heirs or assigns to the extent of said Mortgage lien or claim hereunder. at the time of said fire

WITNESS, Our hands and seals.

George E. Baire (Seal)

Annie M. Baire (Seal)

J. Win Snader.