

No. 10201. Equity,

Exhibit. A,

At the request of the Fredericktown Saving Institution the Following mortgage is received for Record and Recorded September 1st 1880,

test; Adolphus Fearhake, Jr, Clerk,

This Mortgage made this 1st day of September in the year One Thousand Eight Hundred and Eighty, by us Ernest Legarde and Leonie Legarde his wife, of Frederick County State of Maryland,

Witnesseth; That in Consideration of the sum of One Thousand and Forty Four dollars and thirty three Cents, now due from us to the Fredericktown Savings Institution, of Frederick County, upon a promissory Note of even date Herewith, Payable to the said Fredericktown Savings Institution, or order six months after date and for the Better securing the said promissory note or notes that may from time to time, may be given thereafter, be given in renewal of the same, or for any part thereof, we the said Ernest LeGarde, and Leonie Legarde his wife, do grant in fee simple unto the said The Fredericktown Savings Institution, of the right, title interest, claim, and estate whatsoever, as well at law as in Equity, of us the said Ernest legarde and Leonie Legarde, and each of us, in and to all that parcel, tract or parcel of land, with the buildings and improvements thereon, situated, lying and being in Emmitsburg district Frederick County, Maryland, on the Turnpike road, leading from Emmitsburg to Frederick Adjoining lands of Mrs Ann O'Toole, and others beginning for the outlines at a stone road at the end of Twenty[&]Four tenths perches on the Fifth line of the Whole tract, of which this is the residue, and running thence with said Creek, the two following courses and distances, (they being also the division lines between the parcel now being described and the lot of Mrs Ann O'Toole,), to wit;- North 52° West 26-3/10 perches, to a stone pile, in the Centre of said Creek, North 45¹/₂° west 17-7/10 perches to a stone pile, in the Centre of a said Creek, being also at the end of eleven and two tenths (11-2/10) perches from the first corner of the Whole tract of which this is a residue, thence by and with the outlines of said whole tract south 33° west, 20-8/10 perches to a stone plant South 12° West 29-1/10 perches to a stone planted, south 76¹/₂° east 20-4/10 Ps, to a stone North. 62° East:10-2/10 perches then North 53° east, 20-4/10 perches, to the Beginning containing Nine Acres 70 Square perches, of land, to the Beginning containing Nine acres 70 square perches of land more or less, it being the residue of a tract of Thirteen Acres, which was conveyed by Daniel O,Adelsberger, and wife to Mathew moran by deed dated September 1st, 1865, and recorded in Liber J,W,L,C, No,3, folio 410, and conveyed by said Mathew Moran and Moran his wife, to Ernest Legarde party hereto, by deed dated August 31st 1880, and recorded in Liber A,F, No 2 folio ---one of the Land Records of Frederick County, Provided that if the said, Ernest Legarde, and leonie LeGarde his wife, or either of them shall pay to the said Fredericktown savings Institution the promissory note at Maturity, or shall all, pay any renewal thereof, when such renewal Note shall become due and Payable and when payment thereof shall be demanded by the said Savings Institution then this Mortgage Shall be void Provided that until default shall be made in the Promissory note, aforesaid at Maturity, or of any renewal thereof, then such renewal notes shall mature and fall due and Payable, and when Payment thereof shall be demanded by the said, savings institution the said Ernest Legarde and leonie legarde shall possess the Mortgaged property or premises as of their present estate therein, provided that if default shall be made in the payment of the promissory note aforesaid at maturity, or any renewal thereof when such renewal note shall become due and payable, and when payment thereof shall be demanded, by the said Fredericktown Savings Institution then it shall be lawful for Lewis Markell the President of the Fredericktown Savings Institution or his successor in Office to sell the said Mortgaged premises, free clear and discharged of claims and Demands whatsoever of the Said Mortgagees, or either of them at the City Hotel in Frederick, City, Frederick County, Maryland, by public Auction for cash after having given at least three weeks public notice of the time and place, manner and terms of a sale in some newspaper published in Frederick County, once a week prior to the day of sale, and to apply the proceeds of such sale to the payment in the first place of the expenses attending said sale, including reasonable Counsel fees, and Commissions, and then to the payment of the promissory note, or renewal thereof. and the surplus if any to pay over to the said Ernest Legarde, his heirs or assign