

No, 10179 Equity,

and convey all their undivided right title, and interest, in and to all that tract of land, situate and lying in said Frederick County, and State Of Maryland, and more particularly described, as follows, a farm of about One hundred and seven acres, of land, in Liberty District in Said County, which descended unto said parties, and John F. Reiley and Mrs Eliza E. Smith wife of Henry Smith, as the Children and heirs at law, of James Reiley, deceased and which was conveyed unto the said James Reiley by Henry Baker, by deed bearing date June 5th, 1833, recorded in Liber J.S, No, 43, folio 219. 7c., One of the Land Records of said county, by reference Whereeto, a full and particular description of said Property, by metes and bounds, will at large appear,

Together with the buildings and Improvements, thereon and the rights, roads, ways, waters, privileges and appurtenances, and advantages, thereto belonging, or in any wise appertaining.

To have and to hold the aforesaid Parcel of Ground and Premises unto and to the proper use and benefit of the said Joseph A. Smith, his heirs and assigns, forever,

Provided if the said Asbury R. Reiley, Ellen Jane Reiley, and Sallie M. Reiley their heirs, personal representatives or assigns, shall well and truly pay or cause to be Paid the aforesaid Sum of Six Hundred and fifty Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants, herein on their part to be Conveyed, then this Mortgage shall be void,

And it is agreed that until default be made in the premises, the said Mortgagors, Shall possess the aforesaid Property upon paying in the mean time, all taxes and assessments public debts 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 Asbury R. Reiley Ellen Jane Reiley, and Sallie M. Reiley, for themselves, their heirs personal representatives, and assigns do 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 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 Mortgaged debt shall be deemed due and demandable, and it shall be lawful for the said Joseph A. Smith, his heirs personal representatives and assigns, or his or their duly constituted Attorney 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 and to grant and convey said property to the purchaser, thereof, his, her, or their heirs, or assigns, and Which sale shall be made in the Manner Following, viz; upon giving twenty days public Notice of the time, place, manner and Terms of sale, in some Newspaper, printed in said County, and such other notice as by the Mortgagee, his personal representatives or assigns may be deemed Expedient, 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 expenses incident, to such sale. including including a fee of --- dollars, and Commission to the party making sale of said property, under the powers hereby granted 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 matured or not and the surplus (if any) shall be paid to the said Mortgagors, their personal representatives, or assigns, or to whoever may be entitled to the same, as their interests may appear,

And the Said Mortgagors, for themselves their heirs personal representatives and assigns do hereby covenant and agree that immediately upon the first insertion of the advertisement of notice, of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said Advertisement, or notice all expenses incident to said advertisement or notice, all Court Costs and all expenses incident to the Foreclosure proceeding under this Mortgage, and a commission to the total amount of the Mortgage indebtedness, principal and interest, equal to One-half the percentage allowed as commissions to Trustees making a sale under orders or Decree of the Circuit Court, for Frederick County, in Equity, which said Expenses Costs and Commissions the said Mortgagors For themselves, their heirs, personal representatives or assigns, do hereby covenant to pay when legally due and demandable, the said Attorney shall not be required to receive the principal and interest, only of said Mortgage, debt in satisfaction thereof. unless the same be accompanied, by a tender of the said expense Costs and Commission, but said sales may be proceeded with. unless prior to the day Appointed therefor legal tender be made of said Principal, Interest, Costs, Expenses, and commissions.

And the Said Mortgagors, for themselves and their personal representatives and assigns do further Covenant to insure in some good satisfactory Company, to the said Mortgagee his personal representatives and assigns, the improvements on the hereby Mortgaged Property to the amount of at least, and cause the policy to be effected thereon to be so framed or endorsed as in Case of fire to insure to the benefit of the said Mortgagee, his personal representatives or assigns, to the extent of their lien or Claim hereunder and to deliver said policy or policies to the said Mortgagee, his personal representative or assigns,

Witness the hands and seals of the said Mortgagors,  
Test, as to Asbury R. Rudy, & Wife  
Mace Bryant, Test as to Ellen J. Reiley  
and Sallie M. Reiley,

Asbury R. Reiley (seal)  
Julia D. Reiley (seal)  
Ellen J. Reiley (seal)  
Sallie M. Reiley (seal)