

Witnesseth, that whereas I now stand indebted unto a certain Mordecai C. Jones of the said County and State in the sum of three thousand and five hundred dollars on and by my promissory note of even date herewith, payable six months after date, with interest from date; And whereas I desire to dully secure the payment of said note and the interest thereon when the same, respectively, become due and payable, and also to secure the payment of any renewal or renewals, of said note, either for the amount above mentioned or any less amount, when and as the said renewal note, or notes, become due and payable, I do execute these presents.

Now, therefore, in consideration of the premises and of the sum of ten dollars and of other good and valuable considerations, I, the said Byron E. Mercer, do hereby grant and convey unto the said Mordecai C. Jones all that farm, consisting of all that tract of seventy and twenty-eight hundredths (70.28) acres, situate, lying and being in Liberty election district No. 8, in said County, which has been conveyed to me, the said Byron E. Mercer, by the said Mordecai C. Jones by a deed bearing even date herewith and recorded among the Land Records of said County immediately prior to the recording of this mortgage (the above mentioned sum of three thousand and five hundred dollars being the unpaid part of the purchase money for said farm) by reference to which deed and the plat thereto annexed a full and complete description by outlines will appear, together with all the buildings and improvements on said farm and all the rights, ways, uses, privileges and appurtenances thereunto belonging; provided, that if I pay the said sum of three thousand and five hundred dollars, together with legal interest thereon, when the same, respectively, become due and payable, according to the tenor of said promissory note, then this mortgage shall be void.

And I, the said Byron E. Mercer, for myself, my heirs, executors, administrators and assigns, do hereby covenant and agree with the said Mordecai C. Jones, his executors, administrators and assigns, as follows:-

1st. That I will pay the said sum of money, and the interest thereon, when the same, respectively, become due and payable, or in case of the renewal of said note for the same amount, or any less amount, when such renewal note, or notes, shall become due and payable, according to the tenor of said respective notes;

2nd. That I will keep the dwelling house and the outbuildings on said farm fully insured against loss by fire in some responsible Fire Insurance Company, for the use and benefit of the said Mordecai C. Jones, his executors, administrators or assigns, and that in the event of a loss the money due under the policy of insurance shall be payable to the said Mordecai C. Jones, his executors, administrators or assigns, as the mortgage interest may appear.

And it is hereby further provided that in the case of any default on the part of myself, the said Byron E. Mercer, in the payment of said sum of money, or the interest thereon, when and as the same become due, according to the said promissory note, or according to the tenor of any other note, or notes, given in renewal of said mortgage note, when and as said renewal notes become due and payable, or in the performance of any of the covenants and agreements herein on my part contained, it shall then be lawful for the said Mordecai C. Jones, mortgagee, or his executors, administrators or assigns, to sell the property hereby mortgaged at public sale, either on the premises or at the Court House door in Frederick City, Maryland, as the party making said sale may deem best, after having given at least twenty days public notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, prior to the day of sale, and to apply the proceeds of sale to the payment in the first place of all taxes, public dues or assessments levied on said property; then to the payments of all the costs and expenses of making such sale, including the usual commissions and reasonable counsel fees; then to the payment of the mortgage debt, including all interest due and not paid, and to pay the surplus, if any, over to the said Byron E. Mercer, his heirs or assigns.

And it is hereby especially covenanted and agreed by and between the parties hereto