thousand dollars, including the three thousand dollars above mentioned
And whereas for the purpose of securing the payment at or before the
expiration of four years from the first day of April 1858, of as well
the above mentioned sum of three thousand dollars, as of any and
other sum and sums of money not exceeding in the whole the afore-
said amount of 3,000 dollars at any one time whether for money
loaned upon open account or otherwise howsoever with interest
thereon to be paid semiannually on the first day of October and
1st of April in each year this Mortgage is executed. Now this
Indenture witnesseth, that in consideration of the premises, and
of the sum of one dollar to the said parties of the first part,
paid by the party of the second part to these presents before the
sealing and delivery hereof, the receipt whereof is hereby ack-
nowledged; the said John Jenkins and Sabitha his wife have
bargained and sold, and by these presents do grant, bargain,
sell, alien, convey and transfer unto the said Frederick Daw-
son his heirs, executors, administrators and assigns, All that
part of a tract or parcel of Land called "Level" situate on the
Annapolis road, near the Bridge in Baltimore County, being
part of Lot, No. 24, laid off by the Baltimore Company of Iron
Works; being the same parcel of land which by Indenture bearing
date the 19th day of February 1851 and duly recorded among the Land
records of Baltimore City and County, in Liber A. W. B. No. 451
folio 305 &c was granted and conveyed by Charles Hargnharson
and others to the said John Jenkins in fee, and is therein
described by metes and bounds as containing six acres of Land
more or less. Also, all that piece or parcel of land, lying in Baltimore
County supposed to be part of the tract called "Level" and part of
Lot No 24 of the Baltimore Company of Iron Works Land con-
taining 19 acres more or less; and being the same land which by
Indenture dated the 12th day of March A. D. 1852 and recorded in
Liber W. M. T. No 1. folio 402 &c, one of the Land Records of Bal-
timore County, was granted and conveyed by Nicholas Lehman and
others to the said John Jenkins, in fee; and which parcel of
land is particularly described in that Indenture. And also
All that part of the said tract called "Level" lying in the
County aforesaid, being part of said Lot No 24, containing
twenty three and five eighths acres of land more or less;
which by deed bearing date the — day of April instant, and
duly recorded or intended so to be, was conveyed and assigned
by Nicholas Lehman to the above named John Jenkins, for all the
residue of the term originally granted therein, with the benefit of renewal
forever, subject to the payment of the yearly rent of one cent
if demanded, but no more. Together with the improvements
thereon, and all and every the rights, privileges, advantages
and appurtenances to the same belonging, or in any wise appur-
taining, or in any wise appertaining. To have and to hold
the property and premises above described and hereby granted

conveyed and assigned, with the rights and appurtenances, as
aforesaid unto and to the use of the said Frederick Dawson, his heirs,
executors, administrators and assigns in as full ample and bene-
ficial manner as the said parties of the first part might or
could have held the same, if these presents had never been executed
Provided always, and these presents are upon this condition
that if the said John Jenkins, or any person on his behalf
do and shall at or before the expiration of four years from the
first day of April 1858 well and truly pay or cause to be paid
unto the said Frederick Dawson, his executors, administrators,
or assigns as well the present indebtedness of three thousand
dollars, as any and all other sum and sums of money, not
exceeding in the whole, at any one time, the entire amount of three
thousand dollars including therein the said present indebtedness
of three thousand, which the said John Jenkins during said
period of four years may owe, or become indebted to, to the
said Frederick Dawson, either for money loaned, upon open account,
otherwise howsoever, with interest thereon in the meantime, semiannual-
ly, on the 1st days of April in each year, then and in such case, this
Indenture and every clause, matter, and thing therein contained,
shall be absolutely null, void and of no effect, either in Law or
Equity. But in case default shall be made in payment
of the mortgage debt aforesaid or any part thereof, or of the interest
thereon or any part of said interest, then it shall and may
be lawful for the said Frederick Dawson, his heirs, executors
administrators or assigns or his or their Attorney or agent,
duly constituted and appointed to proceed to enforce such
payment and the payment of all expenses, including for
the Attorney or Agent the usual commissions allowed on sales
made under decrees of the Courts of Equity of Maryland in the man-
ner prescribed by and pursuant to the provisions of the Act of the
General assembly of Maryland, passed at December Session 1826,
chapter 192, entitled "An Act relating to Mortgages, in the City
and County of Baltimore" And the said John Jenkins for
himself, his heirs, executors administrators and assigns, doth
hereby covenant and agree with the said Frederick Dawson
, his executors, administrators and assigns, that the said
John Jenkins, his executors, administrators or assigns shall
and will pay the mortgage debt aforesaid with interest thereon in
manner aforesaid, and also shall and will when required
pay all taxes, assessments, public dues and charges, levied
or to be levied by law on the debt, secured by the foregoing in-
denture of Mortgage, Memorandum. It is declared to be the agree-
ment and understanding of the parties to this mortgage, and
the condition upon which the same is made, that in the event
of a sale by the said John Jenkins of the hereby mortgaged
property and premises at any time during the continuance
of this mortgage, the said Frederick Dawson shall not be bound