lying in the City of Baltimore aforesaid and described as follows, Beginning for the same on the Westerly side of Union Street at the distance of 100 feet from the North West corner of Ross and Union Streets, and running thence Northerly bounding on Union Street 33 feet to the lot of ground above described thence bending at said lot and parallel with Ross Street 72 feet thence Southerly parallel with Union Street thirty three feet to a suppose twenty feet Alley thence Easterly 22 feet to the place of beginning which together with the lot above described is subject to the annual rent of twenty seven dollars and fifty cents. The last two pieces or parcels of ground being the same which by Indenture bearing date the 28 day of June A.D. one thousand eight hundred and forty nine and recorded among the Land Records of Baltimore County in Liber A.W.B. No. 416 folio 372 &c was assigned by Joseph Stabler, administrator of Neal Daugherty to the said James F. Sadler, Together with the buildings and improvements upon each of said pieces or parcels of ground respectively and the rights, ways, waters, privileges appurtenances and appurtenances unto each of said described pieces or parcels of ground respectively belonging or in any wise appertaining. To Have and to Hold the said pieces or parcels of ground hereinbefore described respectively unto and to the use of the said David Hays his heirs representatives and assigns free, clear, and discharged of said annual rent of 38 dollars as to the first piece or parcel of ground hereinbefore described the piece or parcel of ground secondly described for the term of years yet to come and unexpired in said premises, with the benefit of renewal forever, subject to the payment of the aforesaid annual rent of 65 dollars and fifty cents, the parcel of ground thirdly described for the term of years yet to come and unexpired therein, with the benefit of renewal forever subject to the payment of the aforesaid annual rent of one hundred dollars, together with the annual or ground rent of twenty six dollars and twenty cents on said Jefferson Lot hereinbefore as aforesaid, and the pieces or parcels of ground fourthly and fifthly described for the unexpired terms of years respectively, with the benefit of renewal forever subject to the payment of said rent of twenty seven dollars and fifty cents and that free and discharged from all Estate and interest right and title of the parties to said cause and those claiming under them. Provided that if said Mortgage debt of six thousand one hundred and seven dollars and eight cents shall be paid in the second day of May in the year 1862 and the interest thereon also paid in the meantime semi annually to be accounted from the second day of December in the year 1860, and all the Covenants herein contained shall be performed by or on behalf of the parties to the cause hereinbefore mentioned or by any person or persons of them, then this Mortgage shall be void.

And the said Henry P. Brooks, Trustee doth hereby declare his assent to the passing of a decree for a sale of the property hereby Mortgaged in accordance with Article 4 City of Baltimore, Sections 782 to 792 inclusive of the Maryland Code, Volume Second and also to a sale of the hereby mortgaged property under Article 64 Sections 5 to 9 inclusive of the Maryland Code Volume First. And in case of any default made in any Condition of the Mortgage then the whole Mortgage debt hereby intended to be secured shall be deemed due and demandable and sale of said Mortgaged premises may be made under the Articles and Sections above referred to, And upon any sale under the powers hereby granted the proceeds shall be applied to the extinguishment of all claims of the said David Hays his heirs representatives or assigns hereunder, whether the same shall have then matured or not. And it is agreed that until default be made in the premises, the said parties to the aforesaid cause shall possess the

aforesaid pieces or parcels of ground and property upon paying in the meantime each and each of the ground rents on said property respectively and all taxes on said hereby Mortgaged property and the Mortgage debt and interest hereby intended to be secured, which ground rent and taxes the said Henry P. Brooks doth on behalf of all the parties to the aforesaid cause Complainants and Defendants, and for them doth hereby Covenant that they the said parties Complainants and Defendants their Heirs Executors administrators and assigns, and each of their heirs Executors administrators and assigns to pay when duly demandable and payable. And the said Henry P. Brooks doth on behalf of all the parties to the aforesaid cause Complainants and Defendant, and for them further Covenant that the said parties Complainants and Defendants their and each of their heirs executors administrators and assigns, to insure and pending the existence of this Mortgage to keep insured the improvements respectively on the hereby Mortgaged pieces or parcels of ground to amount of at least Seven thousand dollars and cause the policy or policy effected thereon to be so framed or endorsed as in case of fire to inure to the benefit of the said David Hays to the extent of his lien or claim hereunder. Witness my hand and seal,

Henry P. Brooks (Seal) Trustee.

Test
Daniel E. Myers.

State of Maryland Baltimore City sct.

I hereby certify that on this 27 day of May in the year 1861 before the subscriber a Justice of the Peace of the State of Maryland in and for the City of Baltimore aforesaid personally appeared Henry P. Brooks, and acknowledged the foregoing Mortgage to be his act and deed and then at the same time before me personally appeared David Hays the within named Mortgagee and made oath in due form of law that the Consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

Daniel E. Myers.

Received for Record June 1st 1861 at 1 o'clock P.M. the same day Recorded in Liber J.E.S. No. 209 folio 380 &c one of the Land Records of Baltimore City.

Geo. E. Langston Clk.

Exhibit D.

In Circuit Court for Baltimore City.

David Hays
vs.
Henry P. Brooks Trustee.

To amount of Mortgage debt due David Hays on May 1862	$6,107.08
To int thereon from 2d Nov 1860 to 27 May 1861.	178.13
To int on same from 27th May 1861 to 27 Nov 1861	183.21
To int on same from 27th Nov 1861 to 27 May 1862	183.21
	$6,651.63

On this 12th day of June A.D. 1862 personally appeared David Hays and made oath in open Court before the Subscriber Judge of the Circuit Court for Baltimore City that the above account is just and true and that he hath not received, either directly or indirectly any part or parcel of the Money Charged as due or may security or satisfaction for the same except the Mortgage upon certain property in said City of Baltimore and above referred to.

Wm. Geo. Akers.

Whereupon the Court here passed the following Decree to Wit.

David Hays
vs.
Henry P. Brooks Trustee.

Circuit Court for Balto City
May Term 1862

The Petition and Exhibit in the above cause being heretofore submitted the proceedings therein severally the Court read and Considered. Its thereupon