to pay in one year from the date hereof, with legal interest, to the said party of the second part hereto, or his legal representatives and to secure the payment of said sum and interest, at the time fixed for the payment of the same as aforesaid, in writing, to execute these presents.

Now, this indenture witnesseth, that for and in consideration above recited premises, and of the sum of five dollars, lawful money, to the party hereto of the first part, paid by the party of the second part to these presents, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, the said George S. McCullough has granted, bargained and sold, aliened, enfeoffed and conveyed, and by these presents doth grant, bargain and sell, alien, enfeoff and convey unto the said Isaac Albertson, his heirs and assigns, all his right, title, interest, claim, demand and property, in and to all that lot of ground and premises, lying in the City of Baltimore, and particularly described as follows:

Beginning for the same on the east side of Heigh street, at the distance of forty feet, southerly from the southeast corner of Pratt and Heigh streets, and running thence southerly bounding on the east side of Heigh street twenty feet; thence easterly parallel with Pratt street eighty feet, to an alley three feet wide,— communicates with Pratt street; thence northerly parallel with Heigh street, and bounding on said alley about sixteen feet, to the lot of ground belonging to James Reaney; thence westerly bounding on said ground five feet and nine inches; thence northerly, still bounding on said ground six inches; thence westerly, twenty-five feet; thence northwesterly, ten feet, until it intersects a line drawn easterly, from the place of beginning, at right angles to Heigh street, and thence running said line so drawn and bounding thereon twenty-six feet and two inches, to the place of beginning.

Together with the buildings and improvements thereupon erected, made or being, and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate and interest, right, title, use, trust, claim and demand whatsoever, both at law and in equity, of the said party hereto of the first part, in, unto and out of the said described property and premises.

To have, and to hold, the interest and estate in the ground above described, and hereby mentioned to be granted and conveyed, with the appurtenances, unto the said Isaac Albertson, his heirs and assigns, to the proper use and behoof of the said Isaac Albertson, his heirs and assigns, forever.

Provided always, and these presents are upon this condition, and it is hereby declared to be the true intent and meaning hereof, and of the parties hereunto, that if the said George S. McCullough, or his legal representatives, shall well and truly pay the said sum of seven hundred dollars, with legal interest thereon, unto the said Isaac Albertson, or his representatives, at the time herein before stated, as the time for the payment of the same, then, and in such case, this indenture, and every clause, matter and thing herein contained, shall cease, determine, and be absolutely void, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

And the party hereto of the first part, doth hereby declare his assent to the passing of a decree by the Superior Court of Baltimore City, sitting as a Court of Equity, or by any other Court of competent jurisdiction, for a sale of the property and premises hereby mortgaged, in accordance with the provisions of an act of the General Assembly of Maryland, passed at December Session, one thousand eight hundred and thirty-