

Queen Anne's County, to wit: Be it remembered, that on the thirteenth day of March, in the year One Thousand eight hundred and eighty nine, the following Mortgage was brought to be recorded to wit:

This Mortgage, made this Eleventh day of March in the year Eighteen hundred and eighty nine, by and between John P. Godwin, Bachelor, of Queen Anne's County, in the State of Maryland, Mortgagor, and Mary J. Riggs and Lurracon Riggs of Baltimore City in said State, and George W. Riggs of New York City, in the State of New York, Trustees under the will of the late Lurracon Riggs, Mortgagees. - Whereas the said Mortgagor is indebted unto the said Mortgagees in the sum of Twelve Thousand dollars, this day loaned by the latter to the former, for which sum the said Mortgagor has paid to the said Mortgagees his promissory Note of some date herewith drawn to the order of the said Mortgagees and payable five years after date, and also his ten other promissory notes of even date herewith drawn to the order of the said Mortgagees, each for the sum of Three hundred and sixty dollars, and payable respectively in six, twelve, eighteen, twenty-four, thirty, thirty-six, forty-two, forty-eight, fifty-four and sixty months after date, said last mentioned notes being for the interest to accrue upon said principal sum, and for the purpose of effectually securing the payment of said principal sum and interest according to the tenor of said promissory notes these presents are executed, the execution hereof being a condition precedent to the making of said loan.

Now this Mortgage Witnesseth, that in consideration of the promises and five dollars, the said Mortgagor doth grant unto the said Mortgagees their successors and assigns, in fee, all those six tracts of land situated in said Queen Anne's County, and more particularly described as follows:

First: All that tract of land containing two hundred and thirty two acres, more or less, situated in the Sixth Election District of said County at Ashland Station on the Queen Anne's and Kent Rail Road, bounding on said Rail Road and adjoining the lands of Alfred Tucker, James P. Coffey, Mrs. James Mulliken and others, being all the remaining portion of White Marsh Addition now owned by the said Mortgagor which descended to him as the only child and heir at law of his father, Henry J. Godwin.

Second: All that tract of land situated in the Second Election District of said County called Ripley, adjoining that part of Ripley now owned by John M. Rochester and others, the lands of said Mortgagor, and the lands of the devisees of Budd S. Ford, the Annes Farm of Mrs. W. H. Hopkins and the lands of others. Beginning at a stone which is a corner for David Huslock, J. C. Kolph and the said Rochester farms, and run thence fifteen and one half degrees East one hundred and thirty four and three fifths perches to a stone on the south side of the new road leading from D. B. to Chestertown thence East one hundred and seventy and one tenth perches to a stone, on the East side of the public road leading from D. B. to the

Orig. Examined & Mailed J. H. Duck, W. H. Boller, Md. Mch 18 1889

Millington and Chesterton road, thence with said road South one hundred and six perches to a Stone on the west side of said road and a corner for the Ames farm thence North eighty eight and one half degrees west fifty seven and three fifths perches to a Stone, thence South one and one half degrees west twenty four and three tenths perches to corner, also to intersect a divisional fence with said divisional fence South forty seven and one half degrees west seventy seven perches, thence North fifty eight degrees west seventy six and one half perches to an old gate post, thence North eighty one and one half degrees west twenty five and three fifths perches to David Hurlocks land, thence with his land North seven perches to the place of Beginning, containing one hundred and sixty six acres, thirty eight and one half perches of land, more or less, being the same property which was conveyed to the said Mortgagee by John B. and Edmund H. Brown, Trustees, by Deed dated October Twenty ninth, in the year eighteen hundred and eighty four, and recorded among the Land Records of said County in Liber S. C. D. Number five, folios two hundred and forty six and

thirty: All that tract of land situated in the First Election District of said County called Parcelville and Park Hickory and particularly described as follows: Beginning for the same at a point designated or to be designated by a Stone N. E. C. and running thence South forty two degrees west forty and one half perches, North forty eight degrees west thirty nine perches, South forty two degrees west fifty and perches, South forty six degrees east seventy two and one half perches, South thirty nine and one half degrees west thirty perches, North forty six degrees west seventy two and three tenths perches, South forty two degrees west fifteen and one half perches, South forty eight degrees east two hundred and forty eight and three tenths perches, North twenty one degrees East one hundred and forty perches, North forty two and one half degrees East forty seven and two tenths perches, North fifty six and one fourth degrees west eighteen perches, North sixty two degrees west fifty eight and one half perches, North seventy six and one fourth degrees west forty one and one half perches, North thirty six and one fourth degrees west fifty seven perches to the Beginning, containing one hundred and ninety three acres, two roods, twenty perches of land, more or less, being the same property which was conveyed to the said Mortgagee by Mary C. Lynch by Deed dated August 28<sup>th</sup> in the year eighteen hundred and eighty four, and recorded among the said Land Records in Liber S. C. D. N<sup>o</sup> 5, folios 749<sup>th</sup>

thirty: All that tract of land situated in the seventh Election District of said County, on the North side of the Main Road leading from it to Millington and containing respectively seventy five acres of land, more or less, and thirty four acres of land, more or less, adjoining the lands of John H. Kells and others, being the same tracts of land which were devised unto Juliana S. Wheeler afterwards Juliana S. Godwin, by her father Francis A. Rochester in his last Will and testament

and duly admitted to probate by the Orphans Court for Queen Amos

County, and now on file in the Office of the Register of Wills for Queen Anne's County aforesaid; and which after her death descended to the said John T. Godwin her son and only heir at law, the said tract being described in said last Will and Testament as follows, to wit: All that farm near D.B. called Hackett's Delight containing about seventy five acres, also a part of a tract of one hundred and sixty acres of land, lying on the North side of Main road leading from D.B. to Millington and adjoining the lands of Jesse Polian, Joseph Barton and Joseph M. Smith, containing thirty four acres more or less.

Fifth: All that tract of land called Lords and Providence, or by whatsoever other name or names the same may be called or known situate in the Second Election District of Queen Anne's County, in the State of Maryland, adjoining the lands of Reverend George Barton, David Hurlock and others, on the public road from Church Hill to Trable's Creek, and on the new road from the last named road to the public road from D.B. to Chestertown and Millington and contained within the following notes and bounds, acres and distances, to wit: Beginning at a large Stone on the South side of the public road leading from D.B. to Chestertown Bridge it being also a corner for the Rochester lands lately sold off to John T. Godwin and running from said Stone North eighty acres and one fourth degree west forty perches to a Stone which is a corner also for lands of John T. Godwin and lands of late B. B. Ford, thence with South side of said public road North eighty one and three fourths degrees west forty eight and two fifths perches, thence South eighty eight and three fourths degrees west, one hundred and eighty four perches to the public road from Church Hill to Farmville thence thence by and with said public road South six and one fourth degrees, west one hundred and thirty eight perches to a Stone on West side of said road thence North eighty three degrees East twenty one perches to a large Stone which is the beginning of David Hurlock's land, then by and with this land and up the old D.B. road East two hundred and two fifths perches to a Stone marked Boundary which is also a corner of David Hurlock's and the Rochester land thence with the Rochester land North fifteen and one half degrees East one hundred and twenty four and three fifths perches to the Beginning, containing two hundred and two acres, seventeen and nine tenths perches of land, more or less. Being the same property which was conveyed to the said Mortgagee by John T. Godwin and Edwin Alderson, Trustees, by deed dated July 9<sup>th</sup> in the year Eighteen hundred and eighty three, and recorded among the Land Records of said County in Liber S. C. D. N<sup>o</sup>. 3. folio 203<sup>rd</sup>. The fourth and fifth parcels of land hereinbefore described, being subject to the operation of a Mortgage for Eleven thousand dollars from the said John T. Godwin to Mary D. A. Maffett, Executrix, dated July 9<sup>th</sup> in the year Eighteen hundred and eighty three, and recorded among the said Land Records in Liber S. C. D. N<sup>o</sup>. 3. folio 200<sup>th</sup>.

Sixth: All that tract of land called Smith's Forest or by what

over name the same may be known, situated in the Second Elec-  
 tion District of said County, and more particularly described  
 as follows. Beginning at a Stone standing on the South side of  
 the public road leading from Church Hill to Beaver Dam's Cross  
 way and from thence running South four degrees East two hun-  
 dred and fifty four perches, thence South seventy five degrees  
 East fifty four perches, thence North forty degrees East fourteen  
 perches, thence East fourteen perches, thence North seventy three  
 degrees East forty perches thence South seventy five degrees  
 East thirty eight perches, thence North four degrees west two hun-  
 dred and eighty six perches to the aforesaid public road, South  
 eighty nine degrees west eighteen and one half perches thence  
 North sixty degrees west eighty two perches, thence North  
 seventy three degrees west twenty two perches, thence North fifty  
 five degrees west, twenty six perches, thence North fifty eight  
 degrees west thirty six perches, and thence with a straight line  
 to the Beginning, containing two hundred and one bars, and  
 rods, three perches of land, more or less. Being the same  
 property which was conveyed to the said Mortgagor by George  
 H. Hazell by deed dated July Eighteenth, in the year Eighteen  
 hundred and eighty two and recorded among the said said  
 Records in Liber S. D. W. folio 5597, which said land is  
 subject to the operation of a Mortgage for Three thousand four  
 hundred and sixty four Dollars and sixty five cents from the  
 said John G. Weston to the said George H. Hazell, dated July  
 Eighteenth, in the year Eighteen hundred and eighty two, and re-  
 corded among the said Records in Liber S. D. W. folio five hun-  
 dred and sixty six, which said Mortgage was assigned by the said  
 George H. Hazell to Charles G. Weston September thirtieth in the  
 year Eighteen hundred and eighty two, as appears by said records.  
 I Witness with the buildings and improvements thereupon, and the  
 rights, roads, ways, waters, privileges, appurtenances and advantages there-  
 to belonging, or in any wise appertaining, to him and to hold the  
 aforesaid premises of ground and premises unto and to the profes-  
 sor and benefit of the said Mortgages their executors and assigns  
 forever.

Provided, that if the said Mortgages his heirs, personal representatives  
 or assigns, shall punctually pay to the said Mortgages their exe-  
 cutors or assigns the aforesaid principal sum of money and  
 the interest thereon, according to the tenor of the  
 several promissory Notes herein before recited, and shall per-  
 form all the covenants herein on his or their part to be perform-  
 ed, then this Mortgage shall be void. And it is agreed, that un-  
 til default be made in the premises, the said Mortgagor shall  
 keep the aforesaid property upon paying, in the meanwhile, all  
 taxes and assessments, public dues and charges of every kind  
 levied or imposed, or to be levied or imposed on said hereby  
 Mortgaged property, and on the Mortgage debt and interest here-  
 by intended to be secured, which taxes, assessments, public dues  
 charges, Mortgage debt and interest, the said Mortgagor for

himself his heirs personal representatives and assigns, doth 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 said mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgages their successors and assigns or Phil. H. Duck, their 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 such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns and which sale shall be made in manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in said Queen Anne's County, and such other notice as by the said Mortgages their successors 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 a commission to the party making sale of said property, 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 Mortgages their successors and assigns under this mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor his personal representatives or assigns, or to whosoever may be entitled to the same. And the said Mortgagor for himself, his personal representatives and assigns, doth further covenant to insure, and pending the existence of this Mortgage, to keep insured the improvements on the hereby mortgaged land to the amount of at least Nine Thousand dollars, and to cause the policy to be effected thereon to be so framed or indorsed, as in case of fire to insure to the benefit of the said Mortgages their successors and assigns to the extent of the lien or claims hereunder, and to deliver to them such policy or policies.

Witness the hand and seal of the said Mortgagor

Test,

Jno. D. Lipscomb

John T. Godwin 

State of Maryland, Baltimore City, to wit: I hereby certify, that on this 11<sup>th</sup> day of March in the year Eighteen hundred and eighty nine before the subscriber, a Justice of the Peace of the State of Maryland, in and for Baltimore City aforesaid, personally appeared John T. Godwin, and acknowledged the foregoing Mortgage to be his act; and now at the same time, before me, personally appeared also Phil. H. Duck, agent of the within named Mortgages 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, and that he is the Agent of the within named Mortgagees, the said Mary D. Riggs, Laura Ann Riggs and George W. Riggs, Mrs. Rice under the will of the late Laura Ann Riggs.

J. D. Hipscomb  
Justice of the Peace

State of Maryland Baltimore City. Sol: I hereby certify, that John D. Hipscomb, Esquire, before whom the aforesaid acknowledgments and affidavits were made, and who has thereto subscribed his name, was, at the time of so doing, a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn, and authorized by law to administer oaths and take acknowledgments. I further certify that I am acquainted with the hand writing of the said Justice and verily believe the signature to be his genuine signature.



In Testimony Whereof, I have set my hand and affixed the seal of the Superior Court of Baltimore City, this 12<sup>th</sup> day of March A. D. 1859.

Geo. Bond  
Clerk of the Superior Court of Baltimore City

For closure Proceedings No 1330, Chancery

Queen Anne's County, to wit: Be it remembered that on the thirteenth day of March, in the year One Thousand eight hundred and eighty eight, the following Mortgage Bill of Sale was brought to be recorded, to wit:

I, Sarah A. Fallowfield of Queen Anne's County, State of Maryland being now indebted to George O. Fallowfield of same County and State on Note dated April 3<sup>rd</sup> 1858 for the sum of One hundred and seventy five dollars, and to further secure the payment of the same, I do hereby bargain and sell to the said George O. Fallowfield