LIBER 552 PAGE 35
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10. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, William M. Storm, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of ~~Dollars~~ and a commission to the party making the 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; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Paul R. Whipp

Paul R. Whipp

Ralph E. Fout [SEAL]
Ralph E. Fout

Shirley L. Fout [SEAL]
Shirley L. Fout

[SEAL]

[SEAL]

STATE OF MARYLAND, Frederick County, to wit:

I HEREBY CERTIFY, That on this 5th day of ~~June~~ Aug., 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ralph E. Fout and Shirley L. Fout, his wife, the above-named Mortgagors, and each acknowledged the foregoing mortgage to be their respective act.

At the same time also personally appeared Benjamin L. Shuff, the Vice-President and Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Herbert R. Staley
Herbert R. Staley Notary Public.

No. 18619 Equity Docket Expiration Date April 11, 1959

FOR VALUE RECEIVED, I hereby assign the within and aforegoing mortgage unto Amos A. Holter for the purpose of foreclosure and collection.

WITNESS my hand and seal this 29th day of March, 1957.

Witness:
Dorothy E. Keyes

Ralph E. Fout (seal)

Filed April 1, 1957

assignment recorded Apr. 1, 1957
Test: Ellis C. Wachter, Clerk

This form may be used as the security instrument in connection with mortgages to be insured under Section 8, Section 203, Section 603, Section 603 pursuant to Section 610, Section 903, and in connection with "individual mortgages" to be insured under Section 213 and Section 611 of the National Housing Act.

STATE OF MARYLAND

APR 1 1957

Loan No.

MORTGAGE

RALPH E. FOUT AND SHIRLEY L. FOUT HIS WIFE TO FARMERS AND MECHANICS CITIZENS NATIONAL BANK OF FREDERICK BODY CORPORATE

Received for Record , 19 , at o'clock M. Same day recorded in Liber No. Folio , etc., one of the Records of and examined per Ellis C. Wachter, Clerk.

Cost of Records, $

Received for Record AUG 9 1955 No. 12 15 P.M. and same recorded in Liber 552 day recorded under section of the Folio of the Land Records of Frederick County, and examined Dated TEST: Ellis C. Wachter Clerk

By Authorized Agent.

Recording Fee $ 12.50

Reference is made to the Regulations of the Housing Act of 1934 and to the Regulations thereunder covering the issuance of the insurance protection on this note.

U. S. GOVERNMENT PRINTING OFFICE 16—55500-5

Aug 9, 1955