

## "EXHIBIT NO. 5"

At the request of Home Owners' Loan Corporation the following Mortgage is received for record and recorded July 11, 1934, at 10:20 o'clock A.M.

Test: Eli G. Haugh, Clerk.

This Mortgage, made this twenty-fifth day of June, 1934, by and between Ida M. Markey, widow, of Frederick County State of Maryland, Mortgagor, and the HOME OWNERS' LOAN CORPORATION, Mortgagee,

WHEREAS, the Mortgagor is indebted unto the Mortgagee in the sum of Thirty-five Hundred Sixty-three and 81/100 Dollars in consideration whereof and for value received the Mortgagor has made and passed unto the Mortgagee her promissory note of even date herewith for said sum of Thirty-five Hundred Sixty-three and 81/100 Dollars, with interest to accrue thereon at the rate of five per centum per annum, which sum with interest the Mortgagor hereby covenants to pay to the Mortgagee at its office in Washington, D. C. in monthly instalments of \$28.16 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagor to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance, and

WHEREAS, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagor agrees to pay all costs of collection, including a reasonable attorney's fees, not exceeding ten per cent, and

WHEREAS, said Mortgagor is desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR and other valuable considerations the Mortgagor does hereby grant and convey unto the said Mortgagee,