

PURCHASE MONEY Recorded July 23, 1971 @ 9:35 o'clock A. M.

THIS/MORTGAGE, made this 22nd day of July 1971, by and between Robert M. Miller and Dora A. Miller, his wife, hereinafter called "Mortgagors", and ----Edwin E. Kern and Marie M. Kern, his wife----, hereinafter called "Mortgagees".

WITNESSETH: WHEREAS, the Mortgagors now stand indebted unto the Mortgagees in the sum of ----Twelve Thousand Five Hundred and no/100-----Dollars (\$ 12,500.00), which sum was loaned to the Mortgagors, evidenced by a note of even date herewith payable to the said Mortgagees, or order, with interest from date at the rate of seven per cent (7 %) per annum on any unpaid balance under the following terms and provisions:

Principal and interest being due and payable in monthly installments of One Hundred Twelve Dollars and Thirty-five Cents (\$112.35), commencing on the 1st day of September, 1971, and continuing on the 1st day of each month until the 1st day of August, 1986, when the remaining principal and interest shall be fully paid; each installment, when paid, will be applied first to the payment of interest on unpaid principal and the balance thereof will be credited to principal.

That the sum secured by this mortgage is in whole or in part the purchase money of the herein described mortgaged property.

Whereas, the Mortgagors do hereby reserve the right to pay off this mortgage in whole or in part at any time without penalty.

Receipt No. 295714

AND WHEREAS, for the better securing of the payment of said single bill or note or notes that may be given hereafter in extension or renewal of the note referred to above or any part thereof, the mortgagors do hereby execute this mortgage.

NOW, THEREFORE, This Mortgage Witnesseth: that for and in consideration of the premises and the sum of Ten Dollars (\$10.00), in hand paid we, the said Robert M. Miller and Dora A. Miller, his wife, do hereby grant and convey in fee simple unto Edwin E. Kern and Marie M. Kern, his wife, their

heirs, successors or assigns, all that piece or parcel of real estate situate, lying and being in Braddock Election District, Frederick County, Maryland, and more particularly described as follows:

BEGINNING for the same at the point of beginning in the first mentioned deed herein and running thence with the middle of the County Road (known as Old Swimming Pool Road), (1) South 08° 07' 12" East 100.00 feet, thence leaving the road and running in a line division now established (2) South 78° 55' 10" West 260.28 feet to intersect the western boundary of the grantors' property and running thence with this boundary (3) North 11° 27' 29" East 108.13 feet to an axle driven in the ground, thence (4) North 78° 55' 10" East 224.00 feet passing over an iron pipe at the end of 205.30 feet to the place of beginning, containing 24,181 square feet or 0.555 acres of land, more or less. Included in this area is 2,500 square feet of right of way claimed for Old Swimming Pool Road.

BEING all and the same real estate which was conveyed unto the Mortgagors herein by the Mortgagees herein by deed of even date and intended to be recorded among the Land Records of Frederick County, Maryland, immediately prior to the recordation of this mortgage.

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Exhibit filed Jan. 31, 1980