

No. 30,233 Equity



Record for Record Oct 25 1979 At 12:28 P M Same Day Record & Clerk Charles C. Keller, CLK

THIS SECOND MORTGAGE, Made this 17th day of OCTOBER, 1979, by and between JOHN L. EATON

in the State of Maryland, Mortgagors, and THE FIRST NATIONAL BANK OF MARYLAND, Mortgagee.

WHEREAS, the said Mortgagors are justly indebted unto the Mortgagee in the full and just sum of FORTY-THOUSAND DOLLARS PLUS INTEREST

(S 40,000.00), as evidenced by a note of even date herewith, which is to be repaid in 60 consecutive monthly installments of \$ 889.78 each, beginning one month from the date hereof at the office of the said Mortgagee or its assigns, to secure the payment of which this second mortgage is executed.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the sum of One Dollar, the said Mortgagors do grant and assign (convey) unto said Mortgagee, its successors and assigns all that lot of ground and premises located in FREDERICK, Maryland, known as WESCHIK MANGEL EATON ESTATE and more fully described in a Deed from MARY E. MILLER dated Aug 16 1979 recorded among Land Records of FREDERICK County, Liber 1092, Folio 359

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

This mortgage is subject to a prior mortgage from said Mortgagors to First National Bank of Maryland dated Aug 16 1977, and recorded among the Land Records of FREDERICK County, in Liber No. 1092, Folio 361, etc., made to secure a loan and advance of \$200,000.00

TO HAVE AND TO HOLD the said lot or parcel of ground, with the improvements and appurtenances aforesaid, unto the said THE FIRST NATIONAL BANK OF MARYLAND, its successors and assigns, in Fee Simple (for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof from time to time, forever, subject to the payments of the annual rent of \$ 0.00).

IF, HOWEVER, the said Mortgagors, their heirs, personal representatives or assigns shall make the payments and perform the covenants herein on their part contained then this mortgage shall be void. And the said Mortgagors for themselves, their executors, administrators and assigns covenant with the said Mortgagee, its successors and assigns to pay and perform as follows:

To pay to them the said monthly payments promptly when due; to pay all ground rent and taxes or public charges for which the property hereby mortgaged may become liable when payable and to make all payments and perform all other obligations as required pursuant to terms of the aforesaid prior mortgage. Upon default in payment of any installment hereinabove provided, or any other obligations of the Mortgagors hereunder, the entire balance shall immediately become due and payable at the option of the Mortgagee.

AND, it is agreed that until default is made the said Mortgagors or their assigns may retain possession of the mortgaged property.

AND upon any default in the terms of this mortgage said Mortgagors, in accordance with the provisions of the Maryland Rules of Practice and Procedure and Article 66 of the Code of Public General Laws of Maryland, or any amendments, supplements or additions thereto, hereby declare their assent to the passage of a decree for the sale of the property hereby mortgaged; and hereby authorize said Mortgagee or its duly authorized attorney to sell said property upon duly publicized notice of the time, place and terms of said sale, which shall be such as the Mortgagee or its attorney may deem advisable.

And to keep the improvements on the said mortgaged property fully insured from loss by fire or other hazards and casualties as the said Mortgagee may from time to time require, for the use of the Mortgagee in some company acceptable to the said Mortgagee to the extent of its second lien thereon, and to deliver the policy or a certificate thereof to the Mortgagee.

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Exhibit filed May 27, 1980