

DIVIDER

LIBER NO

225

gagors, as may be necessary or proper or convenient to effectuate any such settlement, adjustment or collection without liability for the alleged inadequacy of the settlement and adjustment. Should the mortgagors fail to procure such insurance or keep the same in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid balance shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagee; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS Wm. F. Smouse Dixie M. Foard (SEAL)
 WITNESS D. A. Weisenmiller Louis P. Foard (SEAL)
 WITNESS _____ (SEAL)

City
 STATE OF MARYLAND COUNTY OF Cumberland-Allegany, TO WIT:

I HEREBY CERTIFY that on this 1 day of July 1949, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County aforesaid, personally appeared Dixie M. Foard and Louis P. Foard (her husband) the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared D. A. Weisenmiller

Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and notarial Seal.
 ("Notarial Seal")

Wm. F. Smouse

My commission expires May 7, 1951.

Notary Public.

FOR VALUE RECEIVED, The Family Finance Corporation of Cumberland, Maryland hereby release the within and a-foregoing Chattel Mortgage.

WITNESS the signature of the said corporation, by attorney in fact, attested by its Secretary, and with its corporate seal affixed, this 3 day of April, 1950.

Attest: D. W. Lewis Secretary
 By E. Johnson Family Finance Corporation
 Attorney in Fact

4/5/50

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Lorenza C. Lambert et ux
 To _____ Mortgage
 filed and Recorded June 24th 1949 at 11:15 A.M.
 The Citizens National Bank of Westernport, Maryland.

This Mortgage, Made this Fifteenth day of June
 in the year Nineteen Hundred and forty nine, by and between
 Lorenza C. Lambert and Irene G. Lambert husband and wife,
 of Allegany County, in the State of Maryland
 part ies of the first part, and The Citizens National Bank of Westernport, Maryland, a
 corporation organized under the national banking laws of The United States of America,
 of Westernport, Allegany County, in the State of Maryland
 part y of the second part, WITNESSETH:

Whereas, The said parties of the first part are indebted unto the said party of the second part in the full and just sum of two thousand dollars (\$2,000.00) for money lent, which loan is for part of the purchase price of the hereinafter mortgaged lands, and is evidenced by the promissory note of the said parties of the first part, of even date herewith, payable on demand with interest to the order of the said party of the second part at The Citizens National Bank of Westernport, Md.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors, ~~and~~ and assigns, the following property, to-wit: All those two certain lots of ground in Hammond's Addition to the town of Westernport, Allegany County, Maryland, known and numbered on the plat thereof as lots numbers 89 and 107.

Being the same two lots of ground which were conveyed unto the said parties of the first part herein by deed from William H. Shahan and Elizabeth Shahan, husband and wife, dated June 15, 1949 and to be recorded among the land records of Allegany County, Maryland at the same time as the recording of this purchase money mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~or~~ or assigns, the aforesaid sum of Two thousand dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered

To Mr. Shahan
 July 1, 1949

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs and assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors heirs, executors, administrators and assigns, or Horace P. Whitworth, its heirs, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest	Lorenzo C. Lambert	(Seal)
H. P. Whitworth	Irene G. Lambert	(Seal)
		(Seal)
		(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this Fifteenth day of June

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Lorenza C. Lambert and Irene G. Lambert, husband and wife

and each acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Howard C. Dixon, Cashier and agent of The Citizens National Bank of Westernport, Md. the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the agent of said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Namoa Flanagan

For Value Received, The Citizens National Bank of Westernport, Maryland hereby releases the within mortgage given to it by Lorenzo C. Lambert, et ux. Witness its corporate name and seal this 15th day of May, 1950

Attest Charles J. Doughlin
Cashier

(Corporate Seal)

The Citizens National Bank of Westernport, Maryland
By Howard C. Dixon Pres
5/16/50

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Walter C. Crawford et ux To Filed and Recorded June 27th 1949 at 2:20 P.M. Mortgage

The Second National Bank of Cumberland, Maryland.

This Mortgage, Made this 17th day of June

Purchase Money in the year Nineteen Hundred and forty-nine, by and between

Walter C. Crawford and Gladys M. Crawford his wife,

of Allegany County, in the State of Maryland parties of the first part, and The Second National Bank of Cumberland, a National Banking Corporation with its principal place of business in Cumberland,

of Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Three Thousand Six Hundred Fifty Dollars, (\$3650.00) to be repaid with interest at the rate of Four (4%) per centum per annum, computed monthly on unpaid balances, said indebtedness to be amortized over a Fifteen (15) year period by the payment of at least Twenty-seven Dollars (\$27.00) per month on the principal and the interest accruing thereon, the first monthly payment being due one (1) month from the date of these presents and each and every month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accruing thereon is paid in full said monthly payments being first applied to the accrued interest and the balance thereof to the principal, to secure which said principal, together with the interest accruing thereon these presents are executed. Privilege is reserved to prepay at any time without premium or fee, the entire indebtedness or any part thereof not less, than the amount of one (1) installment, or One Hundred Dollars, (\$100.00) whichever is less.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Walter C. Crawford and Gladys M. Crawford his wife

do give, grant, bargain and sell, convey, release and confirm unto the said The Second National Bank of Cumberland, its successors or

assigns, the following property, to-wit:

All that lot, piece and parcel of ground situated and lying on Greene Street, in the City of Cumberland, Allegany County, Maryland, known and distinguished as Lot No. 523 on Map No. 4, recorded in Plat Case Box No. 38 in the proceedings for the partition of the estate of David Lynn, the same being No. 1674 on the Equity Docket of the Circuit Court for Allegany County, and particularly described as follows:

BEGINNING for the same at the end of the first line of Lot No. 522, in said Addition, and running thence with the South side of Greene Street, South 72 degrees 30 minutes East 25 feet to an alley, then with it South 19 degrees 20 minutes West 139.5 feet to an alley then with it, North 73 degrees 25 minutes West 25 feet to the end of the second line of said Lot No. 522, and then reversing it North 19 degrees 20 minutes East 140 feet to the beginning.

BEING the same property which was conveyed unto the parties of the first part by Deed of Earle L. Bracey et ux of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Walter C. Crawford and Gladys M. Crawford, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said The Second National Bank of Cumberland, its successors or

assigns, the aforesaid sum of Three Thousand Six Hundred Fifty Dollars (\$3650.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Mr. C. J. [unclear]
July 19 1949

And it is Agreed that until default be made in the premises, the said party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his

heirs, executors, administrators and assigns, or Wilbur V. Wilson, at his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first part, his heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor his representatives, heirs or assigns.

And the said party of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand (\$4,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor Attest Jesse M. Wilson (Seal) Ina E. Hughes (Seal)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 27th day of June in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Jesse M. Wilson

and acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared Robert N. Wilson

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ina E. Hughes

Notary Public

Handwritten signatures and notes including 'Jesse M. Wilson', 'Robert N. Wilson', and 'Ina E. Hughes'.

Harry K. Poling et ux To Cumberland Savings Bank of Cumberland, Maryland Filed and Recorded June 28th 1949 at 3:45 P.M. Mortgage (Stamps \$2.20)

This Mortgage, Made this 28th day of June in the year Nineteen Hundred and forty-Nine, by and between

Harry K. Poling and Lucille E. Poling, his wife,

of Allegany County, in the State of Maryland, parties of the first part, and the Cumberland Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland,

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Two Thousand (\$2,000.00) Dollars, payable one year after date with interest from date at the rate of six per cent per annum, payable monthly.

It is agreed by and between the parties hereto that the said parties of the first part shall make payments on said indebtedness in the sum of \$20.00 per month and interest.

It is also covenanted and agreed by the mortgagors, parties hereto and fully understood by them that this mortgage shall, at the option of the mortgagee, secure such further advances as provided for by Chapter 923 of the Public General Laws of Maryland passed at the January, 1945 Session of the General Assembly and any amendments or supplements thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Harry K. Poling and Lucille E. Poling his wife

do give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors

and assigns, the following property, to-wit: All that lot, piece or parcel of land situate lying and being on the Westerly side of Pennsylvania Avenue, in the City of Cumberland and known as part of Lot No. 169 and the whole of Lot No. 170 and part of Lot No. 171 of Laing's Addition to South Cumberland, and which said lots and parts are described as a whole as follows:

Beginning for the same at a point on the Westerly side of aforesaid Pennsylvania Avenue, distant 90 feet measured in a Northerly direction along the Westerly side of Pennsylvania Avenue and from its intersection with the Northerly side of Fifth Street, said point of beginning being also at the end of ten feet on the first line of aforesaid Lot No. 171 and running thence with the Westerly side of Pennsylvania Ave., North 17 degrees 10 minutes East 45 feet more or less, to the end of the first line of that part of Lot No. 169 of aforesaid Laing's Addition which was conveyed by Frederick Laing and others to Charles W. House, by deed dated July 16, 1898 and recorded among the Land Records of Allegany County in Liber 83, Folio 517, it being also at right angles to said Pennsylvania Avenue, North 75 degrees 50 minutes West 100 feet to the Easterly side of Clover Alley, thence with the Easterly side of said Clover Alley, South 14 degrees 10 minutes West 45 feet more or less to intersect a line drawn North 75 degrees 50 minutes West from the place of beginning, thence reversing said intersecting line South 75 degrees 50 minutes East 100 feet to the place of beginning.

It being the same property which was conveyed to the said parties of the first part by Elsa L. Lichtenstein (widow) by deed dated April 21, 1947, and duly recorded among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Harry K. Poling and Lucille E. Poling his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors

or assigns, the aforesaid sum of Two Thousand Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Vertical stamp: Compared and Mailed Delivered To: Ina E. Hughes July 12, 1949

And it is Agreed that until default be made in the premises, the said
Harry K. Poling and Lucille E. Poling his wife

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said Harry K. Poling and Lucille E. Poling his wife

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
payable, and these presents are hereby declared to be made in trust, and the said
Cumberland Savings Bank of Cumberland, Maryland, its successors

~~and assigns, or~~ F. Brooke Whiting
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said

Harry K. Poling and Lucille E. Poling his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Harry K. Poling and Lucille E. Poling his wife,

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least
Two Thousand (\$2,000.00) Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
fires, to inure to the benefit of the mortgagee its successors ~~or~~ or assigns, to the extent
of its or their lien or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest
Ethel McCarty
Harry K. Poling (Seal)
Lucille E. Poling (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 28th day of June

in the year nineteen hundred and forty-nine, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Harry K. Poling and Lucille E. Poling his wife

and each acknowledged the foregoing mortgage to be their act and deed; and
at the same time before me also personally appeared Marcus A. Naughton, Vice-President of the
Cumberland Savings Bank of Cumberland, Maryland
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth; and the said Marcus A. Naughton further
made oath that he is the Vice-President of the Cumberland Savings Bank of Cumberland, Maryland,
WITNESS my hand and Notarial Seal the day and year aforesaid, and duly authorized to make
this affidavit.

(Notarial Seal)

Ethel McCarty

Notary Public

Harry W. Carroll et ux Filed and Recorded June 29th 1949 at 12:10 P.M. Mortgage
The Second National Bank of Cumberland, Maryland (Stamps \$2.20)

This Mortgage, Made this 28th day of June

in the year Nineteen Hundred and forty-Nine, by and between
Harry W. Carroll and Eva Nora Carroll, his wife

of Allegany County, in the State of Maryland
parties of the first part, and The Second National Bank of Cumberland, Cumberland, Maryland
a banking corporation duly incorporated under the laws of the United States,
of Allegany County, in the State of Maryland
part Y of the second part, WITNESSETH:

Whereas, The parties of the first part are justly indebted unto the party of the second
part in the sum of Two Thousand One Hundred Dollars (\$2100.00) this day loaned the parties of
the first part by the party of the second part, and which is to be repaid with interest at 5%
per annum in payments of not less than Thirty-five dollars (\$35.00) per month, said payments to
be applied first to interest and the balance to principal; the first of said monthly payments to
be due and payable one month from the date hereof and to continue monthly until the amount of
principal and interest is fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid,
and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said
party of the second part, its successors or
assigns, the following property, to-wit: All that piece or parcel of land known and
designated as Lot No. 8 Block No. 13 of the Cumberland Heights Addition to the City of Cumber-
land, Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at a point on the westerly side of Fairview Place (now Sheridan
Place' where the Southerly side of an alley intersects said side of Sheridan Place and running
thence along said westerly side of Sheridan Place, South 31 degrees 26 minutes West 36 feet to
the dividing line of Lots Nos. 8 and 9 thence along said dividing line and at right angles to
said Sheridan Place North 58 degrees 34 minutes West 151.12 feet to a point where the aforesaid
Southerly side of said Alley intersects with the Easterly side of Ascension Street, thence leav-
ing Ascension Street and running along the Southerly side of said Alley North 89 degrees 18
minutes East 59 feet, thence continuing along said side of said Alley South 61 degrees 17 min-
utes East 101.3 feet to the place of beginning.

BEING the same property conveyed by The Cumberland Heights Improvement Company to Harry
W. Carroll and Maude A. Carroll, his wife, by deed dated April 30, 1924, and recorded in Liber
No. 146, folio 624 one of the Land Records of Allegany County, State of Maryland; the said Maude
A. Carroll being deceased and all the right title and interest in and to said property is now
solely vested in the said Harry W. Carroll, subject to the conditions and restrictions contained
in the last mentioned deed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their
heirs, executors, administrators or assigns, do and shall pay to the said
party of the second part, its successors and

~~assigns, the aforesaid sum of Two Thousand One Hundred \$2100.00~~
Dollars
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.

Compared and Mailed Dated
To Notary Public
June 29, 1949

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors or

~~assigns, or~~ William M. Somerville, its assigns, or agent, are hereby authorized and empowered, at his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have

been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand One Hundred and no/100 \$2,100.00 Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~or~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest J. H. Mosner Harry W. Carroll (Seal)

J. H. Mosner Eva Nora Carroll (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 28th day of June

in the year nineteen hundred and forty-nine, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Harry W. Carroll and Eva Nora Carroll, his wife

and acknowledged the foregoing mortgage to be their act and deed; and

at the same time before me also personally appeared John H. Mosner, Cashier of The Second National Bank of Cumberland, Cumberland, Md. the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Joseph F. Stakem

Notary Public

Ernest Luther Metz et ux

To

Filed and Recorded June 30th 1949 at 11:40A M.

Mortgage

William E. Dye et ux

(Stamps \$1.10)

This Mortgage, Made this 25 day of June

in the year Nineteen Hundred and forty nine, by and between

Ernest Luther Metz and Norma Jean Metz, his wife

of Barton, Allegany County, in the State of Maryland

parties of the first part, and William E. Dye and Ruth Dye, his wife,

of Barton, Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the said parties of the second part in full and just sum of Twelve Hundred dollars, (\$1200.00) for money lent, which loan is evidenced by the promissory note of the said parties of the first part of even date herewith for the sum of twelve hundred dollars, payable at least in the amount of sixty dollars (\$60.00) per month, without interest until the aforesaid amount is paid, and

WHEREAS, it was under stood and agreed by the parties hereto that this mortgage should be executed in order to secure the prompt payment of said note as well as to secure the prompt payment of any renewal thereof or renewal of part thereof, which might be executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with ^{out interest} ~~the interest~~ thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: BEGINNING at the Fourth corner of Lot No. 9 of the Ross and Michael's Addition to the town of Barton, Allegany County, Maryland; thence with a portion of the Third line of said Lot No. 9 reversed (old Calls) North 1 degree 30 minutes East 60 feet to a stake in said Third line; thence with division lines, South 84 degrees East 110 feet to a stake; South 1 degree 30 minutes West 60 feet to a stake in the Fourth original line of Lot No. 9; thence with a portion of said Fourth line reversed, North 84 degrees West 110 feet to the place of beginning. Containing .15 of an acre, more or less, . Being the same piece and parcel of real estate which was conveyed unto the parties of the first part herein by the said parties of the second part, William E. Dye and Ruth Dye his wife, by deed of even date herewith and intended to be recorded among the land records of Allegany County, Maryland, simultaneously with this instrument.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their

executors, administrator or assigns, the aforesaid sum of twelve hundred dollars together with ^{out} ~~the~~ interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered To Mrs. Ruth Dye July 12 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Estel C. Kelley his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have

been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee s or their assigns, the improvements on the hereby mortgaged land to the amount of at least twelve hundred dollars

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest P.H. Gallagher Ernest Luther Metz (Seal)
P.H. Gallagher Norma Jean Metz (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 25 day of June

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Ernest Luther Metz and Norma Jean Metz, his wife

and did acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared William W. Dye and Ruth Dye his wife

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) P.H. Gallagher
Notary Public

Annabelle Seaders et vir To Filed and Recorded July 2ⁿ 1949 at 9:00 A.M. Mortgage
Charles W. Yergan et ux (Stamps \$2.75)

This Mortgage, Made this 1st day of July

in the year Nineteen Hundred and Forty-Nine, by and between Annabelle Seaders and Ralph E. Seaders her husband,

of Allegany County, in the State of Maryland part ies of the first part, and Charles W. Yergan and Grace S. Yergan, his wife,

of Allegany County, in the State of Maryland part ies of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said parties of the second part in the full and just sum of Twenty-Five Hundred Dollars, (\$2500.00) as is evidenced by their joint and several promissory note of even date herewith for said sum of money payable to the order of said parties of the second part one year after date with interest from date at the rate of six percent (6%) per annum to be computed on semi-annual balances. And during the continuance of this indebtedness said parties of the first part are to pay not less than \$30.00 per month, the first of said payments to be made one month after date and thereafter each and every month on the same date until said full amount together with the interest thereon are fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of ground situated and being on the Northeasterly side of Decatur Street, in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

BEGINNING for the same at the end of the first line of of a piece of ground which was conveyed to John Hammersmith by Fuller Barnard et al. Trustees, recorded among the Land Records of Allegany County, in Liber No. 156 folio 299, said beginning point standing on the Northeasterly side of Decatur Street, and at the end of 120.35 feet measured in a Northwesterly direction from the Northwesterly side of Davidson Street, and running thence with the 2nd, 3rd, 4th, 5th and 6th lines as called for in said Hammersmith deed, North 39 degrees 38 minutes East 47.5 feet North 49 degrees 33 minutes West 4 feet, North 39 degrees 38 minutes East 8.5 feet, South 49 degrees 33 minutes East 4 feet and North 39 degrees 38 minutes East 4.4 feet, thence leaving said lines of the Hammersmith deed, North 49 degrees 33 minutes West 16.55 feet to intersect a line drawn along the outside face of the Northwesterly brick wall of the house now standing on the lot hereby described (House No. 411) and thence with said line and same extended in a Northeasterly direction and also extended in a Southwesterly direction, South 39 degrees 38 minutes West 100 feet to the Northeasterly side of Decatur Street, and with said side of said Street, South 49 degrees 33 minutes East 16.55 feet to the place of beginning. It being the same property conveyed to the said parties of the first part by Morris Baron, Trustee, by deed dated January 25, 1949, and recorded among said Land Records in Liber No. 223, folio 692, to which deed special reference is hereby made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their

executors, administrators or assigns, the aforesaid sum of Twenty Five Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Mr. J. J. Dye
July 2, 1949

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Morris Baron his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least \$2500.00 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagee s may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seals of said mortgagor s.

Attest
As to both:
Morris Baron
Annabelle Seaders (Seal)
Ralph E. Seaders (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 1st day of July in the year nineteen hundred and Forty- Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Annabelle Seaders and Ralph E. Seaders, her husband,

and acknowledged the aforesaid mortgage to be their act and deed; and at the same time before me also personally appeared Charles W. Yergan one of

the within named mortgagee s and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Morris Baron Notary Public

Homer H. Stierstorfer et ux
To Henry W. Ford et ux
Filed and Recorded July 2nd 1949 at 10:00 A.M.
Mortgage
(Stamps \$1.10)

This Mortgage, Made this 1st day of July in the year Nineteen Hundred and Forty-Nine, by and between Homer H. Stierstorfer and Mary Lee Stierstorfer, his wife, of Allegany County, in the State of Maryland part ies of the first part, and Henry W. Ford and Frances Ford his wife, of Allegany County, in the State of Maryland part ies of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the parties of the second part in the full and just sum of Eleven Hundred and Fifty Dollars (\$1150.00) for money this day loaned the parties of the first part, and which said principal sum of Eleven Hundred and Fifty Dollars (\$1150.00) together with interest at the rate of Six Per Centum (6%) per annum, the parties of the first part agree to repay in payments of not less than Thirty-Five Dollars (\$35.00) per month. Interest on said principal amount shall be computed and payable semi-annually. The first monthly payment shall be due August 1, 1949, and the first interest payment shall be due January 1, 1950.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: All that lot or parcel of ground situated on the Northerly side of Nash Street and known as part of Lot No. 24 in Reservoir Addition to the City of Cumberland, Allegany County, Maryland, and more particularly described as follows:

Beginning for the same at the end of the 5th line of the deed from William G. Gordon and Ada E. Gordon his wife, to Homer H. Stierstorfer and Mary Lee Stierstorfer his wife, dated May 23, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber 209, folio 137, and running thence with the Northerly side of Nash Street North 62 degrees 0 minutes West 25 feet to a stake; thence by a new division line through said Lot No. 29 North 28 degrees 0 minutes East 120 feet to a stake on the Southerly side of a 15 foot alley; thence with said alley, South 62 degrees 0 minutes East 25 feet, thence by the aforesaid 5th line of the above mentioned deed South 23 degrees 0 minutes West 120 feet to the place of beginning.

It being the same property which was conveyed unto Homer H. Stierstorfer and Mary Lee Stierstorfer, his wife, by William G. Gordon and Ada E. Gordon his wife, by deed dated May 23, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber 209, folio 137.

The parties of the first part do hereby further bargain and sell unto the parties of the second part the following household furniture and equipment located in the property known as No. 331 Dorn Avenue: 1-9 foot Frigidaire Refrigerator; 1-Hotpoint Electric Hot Water Heater; 3 Westinghouse Electric Stove; 1 Mahogany Bedroom Suite; 1-Chrome Breakfast Set; and 1-Living Room Suite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs or assigns, the aforesaid sum of Eleven Hundred and Fifty Dollars (\$1150.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To James Stewart & Co.
July 19 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or James Alfred Avirett his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Hundred Dollars (\$1200.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest James Alfred Avirett Homer H. Stierstorfer (Seal)
James Alfred Avirett Mary Lee Stierstorfer (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, that on this 1st day of July

in the year nineteen hundred and Forty-Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Homer H. Stierstorfer and Mary Lee Stierstorfer, his wife,

and -- acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Henry W. Ford

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ina E. Hughes

Notary Public

James W. McKee et ux

Mortgage

To The Second National Bank of Cumberland, Maryland, Filed and Recorded July 5th 1949 at 3:35 P.M.

This Mortgage, Made this 5th day of July PURCHASE MONEY in the year Nineteen Hundred and Forty-Nine, by and between

James W. McKee and Reba E. McKee his wife,

of Allegany County, in the State of Maryland, parties of the first part, and The Second National Bank of Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States

of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

Whereas, The said parties of the first part are indebted unto the said party of the second part in the full and just sum of Twenty-Six Hundred and Fifty Dollars (\$2,650.00) this day loaned the parties of the first part by the party of the second part on account of the purchase price of materials and labor for improvements on the property herein conveyed which was conveyed to the parties of the first part by Christie Roberts, et ux, by deed dated December 24, 1946, and recorded among the Land Records of Allegany County, Maryland in Liber No. 213, folio 453. Said principal sum with interest at 5% per annum to be repaid in payments of not less than \$50.00 per month, said payments to be applied first to interest and the balance to principal. The first of said payments to be due and payable one month from the date hereof, and to continue monthly until the amount of principal and interest is fully paid

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

and assigns, the following property, to-wit:

All that lot or parcel of land lying on the West side of Pine Street, or what is known as Baker Street in Haley's Addition to the City of Cumberland, Allegany County, Maryland, and described as follows:

BEGINNING for the whole at a point on the West side of said Baker Street, at the end of the second line of the deed from D.P. Miller and Florence B. Miller, his wife, and Fannie H. Miller, their daughter, to the Mayor and City Council of Cumberland, Md., and running thence with the West side of said Baker Street, South 16 degrees 21 minutes West 22-7/10 feet; thence South 49 degrees 10 minutes West 25 feet to the beginning of the first part of a deed from David A. Robb to Fannie H. Miller, recorded in Liber T.L. No. 87 folio 696; one of the Land Records of Allegany County, Maryland, and running thence with the first, second, and third lines of the said first part of said deed South 51 degrees West 31 feet, North 62 degrees West 63 feet, North 27 degrees East 41 feet; thence with a part of the fourth and fifth lines of a deed from the Mayor and City Council of Cumberland to David P. Miller, recorded in Liber T. L. No. 88, folio 361, one of the said Land Records, North 27 degrees 40 minutes East 24 feet to Haley Street, as now located, thence with the Southwest side of Haley Street, South 63 degrees East 79-2/10 feet to the beginning.

BEING the same property which as aforesaid was conveyed to the parties of the first part by Christie Roberts, et ux by deed dated December 24, 1946, and recorded among said Land Records in Liber No. 213, folio 453.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

or assigns, the aforesaid sum of Twenty-Six Hundred and Fifty Dollars (\$2,650.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered To City of Haley July 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

and assigns, or William M. Somerville, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary.

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Twenty-Six Hundred and Fifty and no/100 (\$2,650.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest Angela W. McClure James W. McKee (Seal) Angela W. McClure Reba E. McKee (Seal) (Seal) (Seal)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 5th day of July

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared James W. McKee and Reba E. McKee, his wife

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared John H. Mosner, Cashier of The Second National Bank of Cumberland, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Joseph F. Stakem Notary Public

James F. Stitcher et ux To Otto Droege et ux Filed and Recorded July 6th 1949 at 1:20 P.M. Mortgage

This Mortgage, Made this 6th day of July in the year Nineteen Hundred and forty-nine, by and between James F. Stitcher and Eleanor E. Stitcher, his wife,

of Allegany County, in the State of Maryland parties of the first part, and Otto Droege and Artie Elizabeth Droege his wife,

of Allegany County, in the State of Maryland parties of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said parties of the second part in the full and just sum of Four thousand and Five hundred (\$4500.00) Dollars, payable with interest thereon at the rate of five per cent (5%) per annum to be computed monthly, said indebtedness to be reduced at the rate of not less than Fifty Dollars per month, which payment shall include interest; said indebtedness being part of the purchase money for the property hereinafter described, therefore, being a purchase money mortgage to secure the said sum.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit:

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit: All their right, title and interest in and to all that lot or parcel of ground situated on the westerly side of Maryland Avenue in the City of Cumberland, Allegany County, Maryland, comprising parts of Lots Numbers Forty-two and Forty-three in Daley's Addition to Cumberland, and known as No. 621 Maryland Avenue, and partially described as follows, to-wit:

BEGINNING for the same at a point on the westerly side of Maryland Avenue at the end of the first line of a deed from Austin A. Wilson and wife to Hugh G. Walker, dated October 15th, 1910, and recorded among the Land Records of Allegany County, in Liber 106, Folio 702 and running thence with said Avenue North 25 degrees East (corrected bearing) 23.4 feet to a point in the center partition wall between residence No. 621 and 619, thence in a line through the center partition wall and continuing beyond same North 65 degrees West 100 feet to Walnut Alley, thence with said alley South 25 degrees West 23.4 feet to a point at a fence corner, thence with a fence line and continuing past same South 65 degrees East 100 feet to the beginning.

It being the same property that was conveyed by deed of even date herewith by Otto Droege and Artie Elizabeth Droege, his wife, to James F. Stitcher and Eleanor E. Stitcher his wife, mortgagors herein, said deed to be recorded simultaneously with the recordation of this purchase money mortgage, a specific reference to said deed being hereby made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of Four thousand five hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Returned 4/11/49 July 11 1949

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Edwin M. Horchler, at his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have

been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least Four thousand five hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest	Julia W. Jackson	James F. Stitche	(Seal)
	Julia W. Jackson	Eleanor E. Stitche	(Seal)
			(Seal)
			(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 6th day of July

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared James F. Stitche and Eleanor E. Stitche, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Otto Droege and Artie Elizabeth Droege, his wife the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Julia W. Jackson
Notary Public

Stanley L. Metz

Chattel Mortgage.

To

Filed and Recorded June 24, 1949 at 1:00 P. M.

Liberty Trust Company of Cumberland, Md.

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 22nd day of June, 1949, by and

between Stanley L. Metz

of Allegany County, Maryland, party of the first part, and THE LIBERTY TRUST COMPANY, a banking corporation duly incorporated under the laws of the state of Maryland, party of the second part.

WITNESSETH:

WHEREAS the said party of the first part is justly indebted unto the said party of the second part in the full sum of One Thousand Six Hundred Two Dollars & 92/100 (\$1602.92) payable one year after date hereof, together with interest thereon at the rate of six per cent (6%) per annum, as is evidenced by the promissory note of the said party of the first part of even date and tenor herewith, for said indebtedness, together with interest as aforesaid said party of the first part hereby covenants to pay to the said party of the second part, as and when the same shall be due and payable.

NOW THEREFORE, This Chattel Mortgage witnesseth that in consideration of the premises and of the sum of one Dollar (\$1.00) the said party of the first part does hereby bargain, sell, transfer, and assign unto the said party of the second part, its successors and assigns following described personal property:

1947 - Dodge 1 Ton Packet Truck - Motor #T116-104591 - Serial #81238454

TO HAVE AND TO HOLD the above mentioned and described personal property to the said party of the second part, its successors and assigns, forever.

Provided, however, that if the said Stanley L. Metz shall well and truly pay the aforesaid debt at the time herein before set forth, then this Chattel Mortgage shall be void.

The said party of the first part covenants and agrees with the said party of the second part in case default shall be made in the payment of the said indebtedness, or if the party of the first part shall attempt to sell or dispose of the said property above mortgaged, or any part thereof, without the assent to such sale or disposition expressed in writing by the said party of the second part, or in the event the said party of the first part shall default in any agreement covenant or condition of the mortgage, then the entire mortgage debt intended to be secured hereby shall become due and payable at once, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or William C. Walsh, its duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises where the aforescribed vehicle may be or be found, and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her, or their assigns, which said sale shall be made in manner following to wit: by giving at least ten days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale shall be applied first to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance to pay the same over to the said Stanley L. Metz his personal representatives and assigns, and in the case of advertisement under the above power but not sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

And it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the said party of the first part may remain in possession of the above mortgaged property.

WITNESS the hand and seal of the said mortgagor this 22nd day of June, 1949.
Thos. J. McNamee Stanley L. Metz (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 22nd day of June, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally

appeared Stanley L. Metz the within mortgagor and acknowledged the foregoing Chattel Mortgage to be his act and deed, and at the same time before me also appeared Charles A. Piper, President of the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the President of the within named mortgagee, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Thos. J. McNamee
Notary Public

Compared and Mailed
To Metz City
July 21, 1949

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gage or any condition or provision of said note, then the entire mortgage debt intended to be secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee may take immediate possession of said property and the said mortgagee, its successors and assigns, or Albert A. Doub, its, his or their constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much as may be necessary at public auction in the City of Frostburg, Maryland, upon giving at least ten (10) days' notice of the time, place and terms of sale by handbills in Frostburg, Maryland, or in some newspaper published in the City of Cumberland, Maryland, for cash, and the proceeds of said sale shall be applied first to the payment of all expenses of said sale, including a commission of five per cent (5%) to the party making said sale, and second, to the payment of said debt and the interest due said mortgagee, and the balance, if any, to be paid to the said mortgagor.

The mortgagor does further covenant and agree that pending this mortgage the motor vehicle hereinbefore described shall be kept in a garage situated at 76 W. First Street, Frostburg, in Allegany County, Maryland, except when actually being used by the said mortgagor, and that the place of storage shall not be changed without the consent in writing of the said mortgagee.

in

Said mortgagor agrees to insure said property forthwith and pending the existence of this mortgage to keep it insured and in some company acceptable to the mortgagee in the sum of \$ full value and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of fire to inure to the benefit of the mortgagee to the extent of its lien or claim thereon and to place such policy forthwith in the possession of the mortgagee.

Witness the hand and seal of said mortgagor on this 8th day of July, in the year 1949.

ATTEST:

Ralph M. Race

Wilford I. Minnick

(Seal)

STATE OF MARYLAND, ALLEGANY COUNTY to-wit:

I HEREBY CERTIFY THAT on this 8th day of July, 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, aforesaid, personally appeared Wilford I. Minnick the within named mortgagor, and acknowledged the foregoing mortgage to be his act and at the same time before me personally appeared William B. Yates, Treasurer, of the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the Treasurer and agent for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

(Notarial Seal)

Ralph M. Race, Notary Public.

For value received, the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, does hereby release the within and foregoing mortgage. Witness the hand of its President, duly attested by its Secretary and with the Corporate Seal duly affixed at Frostburg, Maryland, this 29th day of May, 1950.

Sub: Ralph M. Race
Secretary
(Corporate Seal)

S. Aud Hocking
Its President. (Seal)
6/1/50

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John P. Kolb et ux

Mortgage

To Filed and Recorded July 11th 1949 at 2:45 P.M.

The Liberty Trust Company, Cumberland, Maryland

THIS MORTGAGE, Made this eleventh day of July in the year nineteen hundred and forty-nine, by and between John P. Kolb and Beverly B. Kolb, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas the said John P. Kolb and Beverly B. Kolb his wife, stand indebted unto the said the Liberty Trust Company in the just and full sum of One Thousand (\$1,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said John P. Kolb and Beverly B. Kolb, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All of that lot or parcel of land lying on the north side of the Dickerson Hollow Road in Election District No. 3 of Allegany County, Maryland, and more particularly described as follows, to wit:

Beginning at a stake standing two feet northeast of a black walnut tree on the northern bank of said road and in front of William A. Kolb's residence and running thence by magnetic meridian as of October, 1947, and horizontal distances with said road: North 20 degrees 24 minutes on the northern bank of the road and in a fence line thence West 160 feet to an iron pipe driven 1.2 feet east of a walnut tree leaving the road and with or near the fence, North 54 degrees 15 minutes East 120.5 feet to an iron pipe driven by the corner post; South 42 degrees 56 minutes East 270.4 feet to an iron pipe driven near an old rail fence; then with or near the fence, South 50 degrees 25 minutes West 181.1 feet to an iron pin on the northern side of said road and with same, North 43 degrees 05 minutes West 126.4 feet to the beginning, containing 0.92 acres more or less.

It being the same property which was conveyed unto the said Mortgagors by William A. Kolb et ux by deed dated July 9th, 1949, and duly recorded among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mort-

Compared and Mailed. Delivered

To Mortgage Co. of Md.

July 12, 1949

gagor shall, except by reason of death, cease to own transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least One Thousand (\$1,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Thomas L. Keech

John P. Kolb (Seal)

Beverly B. Kolb (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 11th day of July, in the year nineteen hundred and

forty-nine before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared John P. Kolb and Beverly B. Kolb his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

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Kathleen Diehl

Mortgage

To Filed and Recorded July 11th 1949 at 2:45 P.M.

The Liberty Trust Company, Cumberland, Maryland

(Stamps \$3.30)

THIS MORTGAGE, Made this eleventh day of July in the year nineteen hundred and forty-nine by and between Kathleen Diehl, unmarried, of Allegany County Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said Kathleen Diehl, unmarried, stand indebted unto the said The Liberty Trust Company in the just and full sum of Three Thousand (\$3,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Kathleen Diehl, unmarried, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated on the northeasterly side of Highland Street in the City of Cumberland, Allegany County, Maryland, comprising parts of Lots Nos. 9 and 10 in Gephart's Second Addition to Cumberland, and particularly described as follows, to-wit:

Beginning for the same at a stake standing at the end of twenty-five feet on the first line of Lot No. 9 in Gephart's Second Addition and running thence with the northeasterly side of Highland Street, South 60-3/4 degrees East 30 feet to a stake, then North 29-1/4 degrees East 140 feet to a stake on Bond Street, then with said Bond Street, North 60-3/4 degrees West 30

Compared and Mailed Returned
To [Signature] July 19 1949

feet to a stake, then South 29-1/4 degrees West 140 feet to the beginning.

It being the same property which was conveyed unto Philip S. Diehl and Elizabeth Diehl his wife, as tenants by the entireties by David P. Miller, widower, by deed dated January 13, 1921, and recorded in Liber 139, folio 507, one of the Land Records of Allegany County. The said Philip S. Diehl subsequently departed this life, thus vesting the complete title in and to said property unto Elizabeth Diehl as the survivor. By deed dated May 17, 1948, and recorded in Liber 220, folio 471, the said Elizabeth Diehl, widow, conveyed the same property unto her daughter, Kathleen Diehl, retaining a lifeestate therein, and the said Elizabeth Diehl, widow, has since departed this life, thus, the fee simple title to the said property is now vested in the said Kathleen Diehl.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent., to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof, made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Three Thousand (\$3,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations, and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Kathleen Diehl (Seal)

Thomas L. Keech

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 11th day of July in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Kathleen Diehl, unmarried, and she acknowledged, the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named Mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

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Chattel Mortgage

Oklen Henry Geiger et ux

To Filed and Recorded July 11th 1949 at 3:30 P.M.

The Commercial Savings Bank of Cumberland, Maryland.

THIS CHATTEL MORTGAGE made this 11th day of July, 1949 by and between Oklen Henry Geiger and Geneva Edna Geiger, his wife, of Allegany County, Maryland, hereinafter called the mortgagors, and The Commercial Savings Bank of Cumberland, Maryland, a corporation, hereinafter called the mortgagee, WITNESSETH:

WHEREAS the said mortgagors stand indebted unto the said mortgagee in the full sum of Seven Hundred Forty-one and 96/100 Dollars (\$741.96) payable in 12 successive monthly installments of \$61.83 each beginning one month after the date hereof, as is evidenced by our promissory note of even date herewith.

Now, therefore, in consideration of the premises and of the sum of One Dollar the said mortgagors do hereby bargain and sell unto the mortgagee, its successors and assigns, the following property, to-wit:

One 1946 Chevrolet Four Door Sedan, Motor No. DAM104191, Serial No. 14DKL-29542, equipped with

Hot Water Heater and Radio.

Provided if the said mortgagors shall pay unto the said mortgagee the aforesaid sum of \$741.96 according to the terms of said promissory note and perform all the covenants herein agreed to be performed by said mortgagors, then this mortgage shall be void.

The mortgagors do covenant and agree, pending this mortgage, as follows: That said motor vehicle be kept in a garage situated at Corrigansville, ⁱⁿ Maryland, except when actually being used by said mortgagor, and that the place of storage shall not be changed without the written consent of said mortgagee; to keep said automobile in good repair and condition; to pay all taxes, assessments and public liens legally levied on said automobile when legally demandable; to pay said mortgage debt as agreed; to have said automobile insured, and pay the premiums therefor, in some reliable company against fire, theft and collision, and have the policy or policies issued thereon, payable in case of loss to the mortgagee to the extent of its lien hereunder, and to place such policies in possession of the mortgagee.

But in case of default in the payment of the mortgage debt or any installment thereof, in whole or in part, or in any covenant or condition of this mortgage, then the entire mortgage debt intended to be secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee is hereby declared entitled to and may take immediate possession of said property, and the said mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much as may be necessary, at public auction for cash in the City of Cumberland, Maryland, upon giving at least ten days' notice of the time, place and terms of sale in some newspaper published in said City, and the proceeds of such sale shall be applied first to the payment of all expenses of said sale, including taxes and a commission of 8% to the party making said sale, and second, to the payment of said debt and interest thereon, and the balance, if any, to be paid to the said mortgagors, their personal representatives or assigns; and in case of a deficiency any unearned premiums on insurance may be collected by said mortgagee and applied to said deficiency.

WITNESS the hands and seals of said mortgagors the day and year first aforesaid.

Attest:

H.V. Bloom

Oklen Henry Geiger (Seal)

Geneva Edna Geiger (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on the 11th day of July 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Oklen Henry Geiger and Geneva Edna Geiger, his wife, and acknowledged the foregoing mortgage to be their act; and at the same time before me, also personally appeared George C. Cook Cashier of The Commercial Savings Bank of Cumberland, Maryland, the mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the Cashier or agent of said Corporation and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Harold V. Bloom, Notary Public.

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Daisy D. Cromwell et al

Mortgage

To Filed and recorded July 11th 1949 at 3:00 P.M.

Richard T. Renshaw et ux

(Stamps \$11.00)

THIS MORTGAGE, Made this 4th day of April in the year Nineteen Hundred and Forty-Nine by and between Daisy D. Cromwell, widow, and Eldred A. Cromwell, of Allegany County, in the State of Maryland parties of the first part, and Richard T. Renshaw and Ethel S. Renshaw, his wife, of Allegany County, in the State of Maryland, parties of the second part, WITNESSETH:

WHEREAS, the parties of the first part are indebted unto the parties of the second part in the full and just sum of Ten Thousand Dollars (\$10,000.00) for money this day loaned the parties of the first part by the parties of the second part as part of the purchase price of the capital stock of the Alibi Liquor Store, Incorporated, and which said principal sum of Ten Thousand Dollars (\$10,000.00), the parties of the first part hereby agree to repay within one (1) year from the date hereof, together with interest at the rate of Six Per Centum (6%) Per Annum, payable quarterly.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property to-wit: First Parcel: All that lot, piece or parcel of land lying and being on the Northerly side of the Braddock Road in Election District No. 29 of Allegany County, State of Maryland, and which is more particularly described as follows, to wit:

BEGINNING for the same at a point on the Northerly side of said Braddock Road, said point being 33 feet from the center line of present improved road, also at the end of 209 feet on a line drawn North 29 degrees 35 minutes East from the Northeasterly corner of a stone trough built around the lower spring on the Southerly side of said Braddock Road, and running thence North 36 degrees 10 minutes West 155.3 feet to the Southerly right of way limits of the Georges Creek and Cumberland Railroad Company (now Western Maryland Railway Company) said right of way being conveyed to the Georges Creek and Cumberland Railroad Company by James H. Percy by deed dated July 30, 1880, and recorded among the Land Records of Allegany County, State of Maryland, in Liber No. 56, folio 353, and running thence with said right of way limits in a Northeasterly direction 105.1 feet, thence leaving said right of way limits South 36 degrees 10 minutes East 186.5 feet to intersect the Northerly boundary of the State Road right of way, said right of way being 33 feet from the center of said Road as now laid out and was conveyed to State of Maryland by Mrs. Louise Percy, et al, by deed filed May 5, 1933, and recorded among the aforementioned Land Records in Liber No. 169, folio 270, and running thence with the said Northerly limits of said Braddock Road 100 feet to the place of beginning.

It being also the same piece or parcel of ground conveyed by deed dated the 14th of October, 1934, from Louise Percy (widow) et al, to Eleanor P. Kean and Daisy D. Cromwell, which deed is recorded among the Land Records of Allegany County, Maryland, in Liber No. 171, folio 515.

SECOND PARCEL: All that lot or parcel of ground situated on the Westerly side of Allegany Street in the City of Cumberland, Maryland, comprising parts of Lots Nos. 13, 14 and 15, Block 5 of the Rose Hill Addition to Cumberland, and more particularly described as follows:

BEGINNING for the same on the Southerly side of Beall Street at the end of the first line of Lot No. 12 of Block No. 5 of said Addition and running thence with the Southerly side of Beall Street South 82 degrees and 35 minutes East 75 feet to the Westerly side of Allegany Street, then with the Westerly side of Allegany Street, South 7 degrees and 25 minutes West 65 feet to the third line of the lot conveyed by Myrtle A. Fisher et al, to Sara B. Porter by deed dated January 19, 1917, and recorded in Liber No. 120, folio 417, one of the Land Records of Allegany County, Maryland, and running thence with said third line reversed and the same extended North 82 degrees

Compared and Mailed Delivered
To James A. Bloom, Notary Public
July 11, 1949

and 35 minutes West 75 feet to the second line of said Lot No. 12, then with part of said second line reversed, North 7 degrees and 25 minutes East 65 feet to the place of beginning.

SAVING AND EXCEPTING THEREFROM, however, those parts of Lots No. 13, 14, and 15 Block 5 Rose Hill Addition to Cumberland, which were conveyed by Daisy D. Cromwell, widow, to Samuel Cessna, et ux by deed dated January 8, 1949 and recorded among the Land Records of Allegany County, Maryland, in Liber 213, folio 93.

IT BEING part of the same property that was conveyed unto Daisy D. Cromwell by Harold E. Naughton, Trustee by deed dated December 27, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber 213, folio 8.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs or assigns, the aforesaid sum of Ten Thousand Dollars (\$10,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, and assigns, or James Alfred Avirett his her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time, thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale one-half of the above commission shall be allowed and paid by the mortgagors their representatives heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Ten Thousand (\$10,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fires, to inure to the benefit of the mortgagee, their heirs or assigns, to the extent of--their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagor.

Attest:

James Alfred Avirett
James Alfred Avirett

Daisy D. Cromwell
Eldred A. Cromwell (Seal)

STATE OF MARYLAND,
ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY, That on this 4th day of April, in the year nineteen hundred and Forty-Nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Daisy D. Cromwell, widow, and Eldred A. Cromwell and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Richard T. Renshaw the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) *Release of Mortgage* Ina E. Hughes, Notary Public.

For Value Received, we hereby release the within and foregoing mortgage. Witness our hands and seals this 17th day of March, 1950.

Virginia J. Weaver
Virginia J. Weaver

Richard T. Renshaw (Seal)
Ethel S. Renshaw (Seal)

3/18/50

#####

John G. Workman et al

Chattel Mortgage

To Filed and Recorded July 12th 1949 at 8:30 A.M.

Aetna Loan Co. Inc.

Mortgagee

Loan No. Cum 1310

Aetna Loan Company, Inc.

Borrowers: (Last Name) Workman, John G. & C/Mkr
Workman, Elizabeth
Addresses: 170 Maple Street

7 N. Liberty Street
Cumberland, Maryland

City Frostburg

County Alleg.

State Maryland

Date of This Loan

Amount of This Loan

First Payment Due

Final Payment Due

7/3/49

\$650.00

August 21, 1949

October 21, 1950

Payable in 14 successive monthly installments of \$43.34 each, and 1 installment of \$43.24 each, with interest after maturity at 6% per annum.

This chattel mortgage made on the date above stated, between the borrowers named above, as mortgagors (which term shall also relate to the singular wherever appropriate) and the mortgagee named above. Auto &---

Witnesseth: That in consideration of the actual amount of the loan, above stated, paid to mortgagor by mortgagee, receipt of which is hereby acknowledged and for the purpose of securing the repayment of said loan the mortgagors do hereby grant, sell, convey and confirm unto the said mortgagee the hereinafter described property which borrowers warrant to be their exclusive unencumbered property: To have and to hold the same unto the said mortgagee, its successors and assigns forever.

Provided, however, if the said mortgagors shall pay their note of even date in the amount loaned to the mortgagor with interest at the agreed rate, payable in consecutive monthly payments stated above, on the same day of each succeeding month until the full obligation of said note is paid on the date of the final payment stated above, then this mortgage to be void, otherwise to remain in full force and effect.

The mortgagor may retain possession of the goods and chattels mentioned hereinafter as long as the payments on said note are made when due, as therein provided, and the covenants of this mortgage are fulfilled. If the mortgagor shall fail to pay any installment in payment of said note, as therein provided, or fail to perform any of the covenants hereof, then the mortgagee may take possession of said goods and chattels, as permitted by law, wherever found, and sell the same in the manner provided by law at public or private sale. From the proceeds of any such sale or foreclosure, mortgagee shall retain all moneys due mortgagee and render the balance, if any, to

Compared and Mailed Deceased
To Mrs. C. J. Weaver
April 1950

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS Wm. F. Smouse

Grace R. Diehl (Seal)

WITNESS B. E. Bittner

Kyle R. Diehl (Seal)

STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY TO WIT:

I HEREBY CERTIFY that on this 12th day of July, 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared Grace R. Diehl and Kyle R. Diehl, the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared B. E. Bittner Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Wm. F. Smouse, Notary Public.

My commission expires May 7, 1951.

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Wilbur Lawrence Ewing

Chattel Mortgage

To Filed and Recorded July 13th 1949 at 8:30 A.M.

Frostburg National Bank

(Stamps \$1.65)

THIS CHATTEL MORTGAGE, Made this 1st day of July, 1949 by and between Wilbur Lawrence Ewing, of Allegany County, Maryland, part of the first part, hereinafter called the Mortgagor, and Frostburg National Bank, a national banking corporation duly incorporated under the laws of the United States of America party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Seventeen Hundred Twenty-nine and 44/100 Dollars (\$1729.44) which is payable with interest at the rate of six per cent (6%) per annum on September 21, 1949.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at Lord Allegany County, Maryland: 5-room Frame Dwelling situated on Lot No. 36 of the Town of Lord Allegany County, Maryland: 1936 Ford Truck, No. BB18-2461963.

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the Mortgagor shall attempt to sell dispose of or remove the said property above mortgaged or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall

at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or W. Earle Cobey, its, his ^{her} or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of Seventeen Hundred & 00/100 Dollars (\$1700.00), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the Mortgagee.

WITNESS the hands and seals of the party of the first part.

Attest as to all:

Wilbur Lawrence Ewing (Seal)

Ruth M. Todd,

STATE OF MARYLAND,

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 1st day of July 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Wilbur Lawrence Ewing the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be his act and deed, and at the same time before me also appeared F. Earl Kreitzburg, Cashier and Agent of the Frostburg National Bank the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg in like manner made oath that he is the Cashier and Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ruth M. Todd, Notary Public.

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Mortgage

Rose E. Felten et al

To

Filed and Recorded July 13th 1949 at 2:55 P.M.

The Liberty Trust Company, Cumberland, Maryland

(Stamps \$3.85)

THIS MORTGAGE, Made this twelfth day of July in the year nineteen hundred and forty-nine by

Compared and Mailed Delivered
To Allegany County Md
July 19 19 49

Compared and Mailed Delivered
To Allegany County Md
July 19 19 49

and between Rose E. Felten, widow and Vernon E. Portmess and Frances M. Portmess, his wife, of Allegany County, Maryland of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said Rose E. Felten, widow and Vernon E. Portmess and Frances M. Portmess his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Three Thousand Five Hundred (\$3,500.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1949.

In consideration of the granting by the said party of the second part of the loan as evidenced by this Mortgage, the said Vernon E. Portmess and Frances M. Portmess his wife, join in this obligation to further secure and guarantee the payment thereof. The said Vernon E. Portmess and Frances M. Portmess his wife, as guarantors, derive benefit from the granting of this mortgage loan.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Rose E. Felten, widow, and Vernon E. Portmess and Frances M. Portmess, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that certain lot or parcel of ground on the northerly side of Columbia Avenue in the City of Cumberland, Allegany County, Maryland, known and distinguished as Lot No. 2 in Hook's Fourth Addition to Cumberland, which is more particularly described as follows, to-wit:

Beginning for the same on the northerly side of Columbia Avenue at the end of the third line of Lot No. 1 in said Addition and running then North 18-3/4 degrees East 188 feet to the southerly side of Ann Street, then with said street, North 69-1/4 degrees West 33 feet to the easterly side of Hoosier Alley, then with said Alley South 18-3/4 degrees West 189 feet to the northerly side of Columbia Avenue, and then with said Avenue by a straight line to the place of beginning.

It being the same property which was conveyed unto the said Rose E. Felten widow, by Cletus H. Felten et al., by deed dated March 28, 1946, and recorded in Liber 208, folio 128 of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Three thousand Five hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor

shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained and no sale thereof, made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Three Thousand Five Hundred (\$3,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. And it is agreed that the powers stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Thomas L. Keech

As to all

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 12th day of July, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Rose E. Felten, widow, and Vernon E. Portmess and Frances M. Portmess, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty

Rose E. Felten (Seal)

Vernon E. Portmess (Seal)

Frances M. Portmess (Seal)

Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Thos. J. McNamee, Notary Public.

#####

William Paul Cooper

Chattel Mortgage

To Filed and Recorded July 13th 1949 at 8:30 A.M.

The First National Bank Cumberland, Md.

(Stamps \$.55)

THIS CHATTEL MORTGAGE, Made this 12th day of July, 1949 by and between William Paul Cooper 108 Washington St., Cumberland, of Allegany County, Maryland, party of the first part, hereinafter called the Mortgagor, and The First National Bank of Cumberland, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee,

WITNESSETH:

WHEREAS the Mortgagor is justly indebted to the Mortgagee in the full sum of Six Hundred & Eighteen & 00/100 Dollars (\$618.00) which is payable with interest at the rate of 6% per annum in 6 monthly installments of One Hundred & three Dollars (\$103.00) payable on the 15th day of each and every calendar month, said installments including principal and interest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee its successors and assigns, the following described personal property located at Cumberland, Allegany County, Maryland:

1946 Dodge- Custom- 4 Dr. Sedan Motor # D24-47698 Serial # 30690959

TO HAVE AND TO HOLD the said personal property unto the mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the Mortgagor shall attempt to sell, dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may

be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his her or their assigns, which sale shall be made in manner following to wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight percent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of Full Value Dollars (\$---) and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in possession of the Mortgagee.

WITNESS the hands and seals of the party of the first part.

Attest as to all:

H. C. Landis

William Paul Cooper (Seal)

STATE OF MARYLAND

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 12th day of July 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County, aforesaid, personally appeared William Paul Cooper the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be his act and deed, and at the same time before me also appeared H.C. Landis Cashier of The First National Bank of Cumberland, the within named Mortgagee, 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 the said H.C. Landis in like manner made oath that he is the Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

*Cumberland, Maryland A.A. Helmick, Notary Public.
For value received, The First National Bank of Cumberland, a corporation, hereby releases the within and foregoing chattel mortgage. In witness whereof, The First National Bank of Cumberland has caused these presents to be signed by its President, with its Corporate Seal here affixed, attested by the signature of the Cashier, this 1st day of November 1949.*

Attest: H.C. Landis
Cashier
(Corporate Seal)

By H. A. Pitzer
President.
11/3/49

#####

Gilbert Kerns et ux

Chattel Mortgage

To

Filed and Recorded July 13th 1949 at 8:30 A.M.

Aetna Finance Company

Mortgagee

Loan No. Cum 1313

Aetna Finance Company

Borrowers: (Last Name) Kerns, Gilbert W. & Evelyn

7 N. Liberty Street

Addresses: Rt #3, Bowman's Addn. State Maryland

Cumberland, Maryland.

City Cumberland

County Allegany

First Payment Due

Final Payment Due

Date of This Loan

Actual Amount of This Loan

8/11/49

3/11/51

7/11/49

\$120.00

Compared and Mailed Delivered
To Mtg Co. July 19 1949

Compared and Mailed Delivered
To Mtg Co. July 19 1949

Compared and Mailed Delivered 2/14/49
 To Mr. Powell 909 Fayette St. Romney W. Va.
 July 19, 1949

 Harold R. Fletcher et ux
 To Filed and Recorded July 13th 1949 at 1:00 P.M.
 Chattel Mortgage

William I. Powell, Trustee

Harold R. Fletcher,
 Hazel F. Fletcher,

To

DEED OF TRUST

William I. Powell, Trustee

THIS DEED OF TRUST made this the 25th day of June, 1949 by and between Harold R. Fletcher and Hazel F. Fletcher his wife, Grantees, parties of the first part, and William I. Powell Grantee, Trustee, party of the second part,.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and conditions herein after stipulated, the said parties of the first part, grantors, do hereby Grant and Convey with covenants of general warranty of title, unto the said party of the second part, Trustee, the following described property:

1 1946 Brockway Tractor (Truck) Motor No. 665445 Serial No. 30129 and One Fruehauf Trailer Serial No. P113499, 3,000 Gallon tank capacity. The above equipment is conveyed together with all accessories and equipment thereto added.

This equipment to be titled in the name of Harold R. Fletcher 909 Fayette St., Cumberland, Md.

IN TRUST NEVERTHELESS to secure unto the First National Bank of Romney, a banking corporation at Romney, West Virginia, the payment of the following described note; a negotiable, promissory note in the amount of Five Thousand Dollars (\$5,000.00) signed by Harold R. Fletcher, and Hazel F. Fletcher, his wife, as makers, due and payable unto the First National Bank of Romney, or order, thirty (30) days from even date herewith, with interest at the rate of six (6%) per annum. This Deed of Trust is to secure this note and any and all renewals thereof in whole or in part.

The Post Office address of the First National Bank of Romney, is Romney, West Virginia, and the said bank is the beneficial owner of the debt herein secured, which is for money loaned the grantors.

Now, if the grantors herein, the said Harold R. Fletcher and Hazel F. Fletcher his wife, or some one for them, shall pay said note when due or thereafter on demand, or any renewal thereof, then the lien created by this trust shall be released by the bank, otherwise it shall remain of full force and effect until the trust is executed as hereinafter provided.

The grantors herein covenants that they will insure and keep insured the equipment herein conveyed in a solvent fire insurance company authorized to do business in West Virginia, with full coverage, including collision coverage, with loss-payable clause therein payable to The First National Bank of Romney, as its interest may appear. In the event the grantors should fail to insure and keep insured the equipment herein conveyed or fail to pay the insurance premiums thereon, then the said First National Bank of Romney shall have the right to insure the said equipment and to pay any premiums on said insurance, and any sums so paid,

with interest from date of payment shall become a part of the debt herein secured.

The grantors further covenants that they will pay promptly all taxes and assessments against said property, and if at any time they shall default in the payment thereof, The First National Bank of Romney is authorized to pay the same and any sums so paid, with interest from date of payment shall be added to and become a part of the debt herein secured.

In the event of non-payment at maturity, or thereafter on demand, of the note and debts herein secured, the said Trustee, upon being requested in writing so to do by the said First National Bank of Romney, its successors or assigns, shall sell the property herein conveyed, according to law, and out of the proceeds of the sale the said Trustee shall pay--FIRST, the costs incident to the execution of this trust; including a 5% commission; SECOND, to the said The First National Bank of Romney, its successors or assigns, the aforementioned obligations herein secured or any part thereof remaining unpaid; and, THIRD, the residue of the proceeds if any, he shall pay to the grantors herein, their successors or assigns.

Said Trustee may act by agent or attorney in the execution of this Trust and any sale hereunder may be post-poned from time to time without other notice than oral proclamation at the time and place of proposed sale.

WITNESS the following signatures and seals.

Harold L. Fletcher (Seal)

Hazel F. Fletcher (Seal)

STATE OF WEST VIRGINIA

COUNTY OF HAMPSHIRE TO WIT:

I, J. E. Pownall, a Notary Public within and for the County and State aforesaid, do hereby certify that Harold R. Fletcher and Hazel F. Fletcher his wife, whose names are signed to the foregoing and annexed Deed of Trust, bearing date the 25th day of June, 1949, this day acknowledged, the same before me, in my said County and State.

Given under my hand and seal this 1st day of July, 1949.
 My commission expires the 11 day of April, 1957. J. E. Pownall, Notary Public.
 (Notarial Seal)

For Release of Chattel Mortgage see Mortgage Liber 229, folio 625

Mortgage
 Eugene T. Gunning et ux
 To Filed and Recorded July 14th 1949 at 11:50 A.M.
 George C. Frey et ux (Stamps \$3.30)

THIS MORTGAGE, Made this 14th day of July, in the year Nineteen Hundred and forty-nine by and between Eugene T. Gunning and Mary A. Gunning, his wife, of Allegany County in the State of Maryland, parties of the first part, and George C. Frey and Emily C. Frey, his wife, of Allegany County, in the State of Maryland, parties of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly indebted unto the parties of the second part in the full sum of Three Thousand Dollars (\$3,000.00) which was this day advanced by the parties of the second part to the parties of the first part in the form of a mortgage loan; and

WHEREAS, said sum of Three Thousand Dollars (\$3,000.00) is payable by the parties of the first part, to the parties of the second part, three years from the date hereof, together with interest thereon at the rate of 4% per annum, payable, semi-annually, and with the privilege to the parties of the first part of paying off all or any part of the principal mortgage indebtedness

Compared and Mailed Delivered 2/14/49
 To Mr. Gunning 244 E. 4th St. Romney W. Va.
 July 19, 1949

at any interest paying period.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit: All that lot or parcel of ground situated on the westerly side of North Centre Street in the City of Cumberland, in Allegany County, State of Maryland, and described as follows:

BEGINNING for the same at the beginning of the deed from William F. Frantz and wife to Flavilla P. Frantz, dated March 28, 1873, and recorded in Liber 39, folio 170, one of the Land Records of Allegany County, Maryland, it being a point distant 28 feet in a Northerly direction from the intersection of a 9 foot alley with the said westerly side of North Centre Street, and at the center of the dividing wall between the property hereby conveyed and the property now belonging to Mary T. Frantz and Ethel B. Gunning, and running thence through the center of said dividing wall and with the lines of the aforesaid deed to Flavilla P. Frantz as corrected by variation and to calls, South $53\frac{3}{4}$ degrees West 50 feet to the end of said wall; thence with the back wall of the building on the property hereby described, South $36\frac{1}{2}$ degrees East 4 feet; thence South $53\frac{3}{4}$ degrees West $30\frac{1}{2}$ feet; thence South $44\frac{1}{2}$ degrees East 33 feet to the said 9 foot alley; thence with said alley, North $47\frac{1}{2}$ degrees East $76\frac{1}{2}$ feet to a point in the westerly side of said North Centre Street, distant 28 feet in a Southerly direction from the beginning; thence with said street, North $36\frac{1}{2}$ degrees West 28 feet to the place of beginning.

Also all that other piece or parcel of ground situated and lying in the rear of the above described property and described as follows, to-wit:

BEGINNING at the end of $133\frac{1}{2}$ feet on the second line of the deed from Benjamin R. Edwards Trustee to Flavilla P. Frantz, dated November 2, 1885, and recorded in Liber 62 folio 408 of said Land Records and running thence with the lines of said deed as corrected, North $74\frac{1}{3}$ degrees East 45 feet to an alley leading to Bedford Street, and with said alley, South $38\frac{1}{3}$ degrees East $38\frac{1}{2}$ feet to a 10 foot alley running to the Mill Race, and with it, South $66\frac{1}{2}$ degrees West 42 feet to the Southeast corner of an iron-clad stable on the lot hereby described; thence South $74\frac{1}{3}$ degrees West $18\frac{1}{2}$ feet to the end of a line drawn South $15\frac{2}{3}$ degrees East 41 feet from the beginning, it being also to the end of the third line of the lot above described; thence reversing said third line, North $15\frac{2}{3}$ degrees West 41 feet to the place of beginning.

IT BEING the same property conveyed unto Ethel B. Gunning the mother of said Eugene T. Gunning by D. J. Blackiston, et al, Trustees by a deed dated August 8, 1910, and recorded in Liber 106, folio 498, one of the Land Records of said Allegany County, Maryland, and devised unto the said Eugene T. Gunning by the Last Will and Testament of his said mother, (who when she died, because of her remarriage, was surnamed Liles) dated May 7, 1912, probated July 16, 1948, in the Orphans' Court for Allegany County, Maryland, and recorded in Wills Liber "W" folio 163 in the Register of Wills Office of said County,.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs, executors, administrators or assigns, the aforesaid sum of Three Thousand and 00/100 Dollars (\$3,000.00) together with the interest thereon, as and when the same shall become due and payable and in the meantime do and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises the said parties of the first part their heirs and assigns, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part or in any agreement covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Lewis M. Wilson, his, her or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes, levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their personal representatives, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand and 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, to insure to the benefit of the mortgagees, their heirs, or assigns, to the extent of--their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors.

Attest

Phyllis Feaga

Eugene T. Gunning (Seal)

Mary A. Gunning (Seal)

STATE OF MARYLAND

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 14th day of July, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Eugene T. Gunning and Mary A. Gunning his wife, and they acknowledged the aforesaid mortgage to be their respective act and deed; and at the same time before me also personally appeared George C. Frey, one of the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Phyllis Feaga, Notary Public

--and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods, hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattles herein mentioned. The following described motor vehicle with all attachments and equipment now located in Maryland, that is to say:

Make	Model	Year	Engine No.	SerialNo.	Other Identification
--					

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, the said sum of \$300.00/100 according to the terms of and as evidenced by a certain promissory note of even date herewith, payable in 14 successive monthly instalments of \$25.13/100 each includes interest at the rate of 3% per month on the unpaid principal balances, the first of which instalments shall be payable on the 13th day of August, 1949, together with a final instalment, covering any unpaid balance, including interest as aforesaid, which instalment is due and owing on the 13th day of Oct. 1950, and interest after maturity at said rate, then these presents shall be void.

The note evidencing said loan provides that the principal amount thereof or any part thereof may be paid prior to maturity with interest at the aforementioned rate to the date of payment.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by mortgagee at any time.

In the event of default in the payment of any instalment of principal or interest or any part of either, as provided in said note, then the entire unpaid balance of principal, together with accrued interest as aforesaid, shall immediately become due and payable at the option of Mortgagee, without prior notice or demand, and Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to Mortgagor; after such possession under the terms hereof, Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which Mortgagee is licensed whichever Mortgagee shall elect. At any time prior to said sale, Mortgagor may obtain possession of the said mortgaged personal property upon payment to Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and

and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS Elmer I. Pearson

Raymond W. Nixon (Seal)

WITNESS Elmer I. Pearson

Anna M. Nixon (Seal)

STATE OF MARYLAND CITY/COUNTY OF Cumberland TO WIT:

I HEREBY CERTIFY that on this 13th day of July, 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/ County aforesaid, personally appeared Nixon, Raymond W. & Anna M. the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared Elmer I. Pearson Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Charlotte E. Northcraft
Notary Public.

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George H. Davis et ux

Mortgage

To Filed and Recorded July 15 1949 at 2:05 P.M.

The Liberty Trust Company, Cumberland, Maryland.

THIS MORTGAGE, Made this 13th day of July in the year nineteen hundred and forty-nine by and between George H. Davis and Florence V. Davis, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said George H. Davis and Florence E. Davis, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand (\$1,000.00) Dollars, payable to the order of the said The Liberty Trust Company one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1949.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said George H. Davis and Florence V. Davis, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of land situated near Corriganville, in Election District No. 20 and abutting the right of way of the Western Maryland Railroad Company, in Allegany County, Maryland, which is more particularly described as follows, to wit:

Beginning for the same at an iron^{pipe} stake standing on the westerly side of a 12 foot alley, said pipe being at the end of the second line of a parcel of ground described by deed from Arch E. Robinette to Helen E. Bloom, dated December 17, 1946, and recorded in Liber 212, folio 620, one of the Land Records of Allegany County, and running thence with the Westerly side of said alley, South 7 degrees 07 minutes East 120 feet to an iron stake; thence leaving said alley North 89 degrees 51 minutes West 277.4 feet to an iron stake in the Right of Way of the Western Maryland Railroad Company; thence with said Right of Way being parallel to and 110 feet distant from the center line between the tracks, North 30 degrees 46 minutes East 138.44 feet to an iron pipe stake, at the end of the third line of said Helen E. Bloom tract of land; thence with said third line, bearing reversed and distance corrected, South 89 degrees 51 minutes East 192 feet to the place of beginning. Contains 64/100 acres, more or less.

IT being the same property which was conveyed unto the said Mortgagors by Arch E. Robinette et ux, by deed dated July __, 1949, and duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagor, his heirs executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand (\$1,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenante to pay said mortgage debt the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughee, its, his or their duly constituted attorney or agent are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his her or their heirs or assigns; which sale shall be made in manner following to wit; By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all

premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised under the power herein contained and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least One Thousand (\$1,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: James McSorley

George H. Davis (Seal)

Florence V. Davis (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 13th day of July in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid personally appeared George H. Davis and Florence E. Davis, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further in like manner make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

James McSorley, Notary Public

My commission expires May 7, 1951.

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Leo N. Davis

Chattel Mortgage

To Filed and Recorded July 15th 1949 at 8:30 A.M.

Aetna Finance Company

Mortgagee

Loan No. Cum 1326

Aetna Finance Company

Borrowers: (Last Name) Davis, Leo M.

7 N. Liberty St.,

Addresses: 427 Virginia Avenue

Cumberland, Md.

City Cumberland County Allegany State Maryland

Date of This Loan Actual Amount of This Loan First Payment Due Final Payment Due

7/13/49

\$300.00

8/16/49

3/16/51

Compare and Mailed Indexed
T. McSorley
July 15, 1949

to be performed, than this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors, or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors their representatives heirs or assigns.

AND the said mortgagors, their heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows; (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum of Forty-Five Hundred Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or

involuntary grant or assignment or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty days and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

WITNESS the hands and seals of the said mortgagors.

Attest:

Joan B. Ghost

Harold Bean (Seal)

Joan B. Ghost

Julia E. Bean (Seal)

STATE OF MARYLAND,

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY, That on this 15th day of July in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland in and for said County, personally appeared Harold N. Bean and Julia E. Bean, his wife, the said mortgagor herein and they acknowledged the aforesaid mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Richards, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Joan B. Ghost, Notary Public.

My commission expires May 7, 1951.

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Roy E. Powell et al

Chattel Mortgage

To Filed and Recorded July 16th 1949 at 8:30 A.M.

North American Acceptance Corporation of Maryland

THIS CHATTEL MORTGAGE Made this 5 day of July, 1949 by Powell, Roy E. and Esther V. Oldtown, of the City/County of Allegany State of Maryland, hereinafter called "Mortgagor" to North American Acceptance Corporation of Maryland, a body corporate, 61 N. Centre Street, Cumberland, Maryland, hereinafter called "Mortgagee",

WITNESSETH: That for and in consideration of the sum of two hundred ten Dollars (\$210.00) the actual amount lent by Mortgagee to Mortgagor receipt whereof is hereby acknowledged, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The chattels including household furniture, now located at Rt 1 (Street Address) Oldtown (City) Allegany (County) in said State of Maryland, that is to say: #WM 1703
1 Heatrola, 1 Coal Range, 1 Universal Gasoline Washer, 3 Beds, 2 dressers, 1 sofa, 2 stuffed chairs, 1 radio, 1 table, 4 chairs, 1 buffet,
--and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

Compared and Mailed to Mr. C. F. Miller July 19 1949

Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder therefor, at a time, and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which Mortgagee is licensed, whichever Mortgagee shall elect. At any time prior to said sale, Mortgagor may obtain possession of the said mortgaged personal property upon payment to Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS G.R. Chappell

Floyd L. Davis (Seal)

WITNESS D. Aldridge

STATE OF MARYLAND COUNTY OF ALLEGANY TO WIT:

I HEREBY CERTIFY that on this 13 day of July, 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared Floyd L. Davis, the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And at the same time, before me, also personally appeared G.R. Chappell Agent for the within named Mortgagee and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.
(Notarial Seal)

Daisy V. Aldridge, Notary Public.

For value received, North American Acceptance Corporation, Mortgagee in the within Mortgage hereby releases said Mortgage. Executed pursuant to the power of Attorney, recorded in Liber 214, Folio 621 Land.

Witness the execution hereof by said Mortgagee this 31st day of August, 1949.

WITNESS: a. l. Burns NORTH AMERICAN ACCEPTANCE CORP.
G. R. Chappell
Attorney-in-Fact.

9/2/49.

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James F. Stitcher et ux To Filed and Recorded July 6th 1949 at 1:25 P.M. Mortgage

P.F. Stitcher To
This Mortgage, Made this 6th day of July in the year Nineteen Hundred and Forty-nine, by and between James F. Stitcher and Eleanor E. Stitcher his wife,

of Allegany County, in the State of Maryland part 1es of the first part, and P. F. Stitcher

of Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said party of the second part in the full and just sum of Five hundred (\$500.00) Dollars, payable on or before ten years from date hereof, with interest thereon at the rate of five per cent (5%) per annum; said indebtedness being part of the purchase money for the property hereinafter described, and, therefore, being a purchase money mortgage to secure the said sum.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit: All their right, title and interest in and to all that lot or parcel of ground situated on the westerly side of Maryland Avenue in the City of Cumberland, Allegany County, Maryland, comprising parts Lots Numbers Forty-two and Forty-three in Haley's Addition to Cumberland, and known as No. 621 Maryland Avenue, and particularly described as follows, to-wit:

BEGINNING for the same at a point on the westerly side of Maryland Avenue at the end of the first line of a deed from Austin A. Wilson and wife to Hugh G. Walker, dated October 15th, 1910, and recorded among the Land Records of Allegany County, in Liber 106, Folio 702, and running thence with said avenue, North 25 degrees East (corrected bearing) 23.4 feet to a point in the center partition wall between residence No. 621 and 619, thence in a line through the center partition wall and continuing beyond same North 65 degrees West 100 feet to Walnut Alley, thence with said alley South 25 degrees West 23.4 feet to a point at a fence corner, thence with a fence line and continuing past same South 65 degrees East 100 feet to the beginning.

It being the same property that was conveyed by deed of even date herewith by Otto Droege and Artie Elizabeth Droege his wife, to James F. Stitcher and Eleanor E. Stitcher his wife, mortgagors herein, said deed to be recorded simultaneously with the recording of this purchase money mortgage, specific reference to said deed being hereby made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his

executor, administrator or assigns, the aforesaid sum of Five hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered

To Mr. G. R. Chappell
July 9, 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, his

heirs, executors, administrators and assigns, or Edwin M. Horschler at his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty or assigns' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least Five Hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor

Attest Julia W. Jackson	James F. Stitcher	(Seal)
Julia W. Jackson	Eleanor E. Stitcher	(Seal)
		(Seal)
		(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, that on this 6th day of July

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared James F. Stitcher and Eleanor E. Stitcher, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared P.F. Stitcher

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Julia W. Jackson
Notary Public

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William M. Weatherholt et ux
To Filed and Recorded July 6th 1949 at 3:00 P.M. Mortgage
Cumberland Savings Bank of Cumberland, Maryland (Stamps \$4.40)

This Mortgage, Made this 6th day of July
in the year Nineteen Hundred and Forty-Nine, by and between
William M. Weatherholt and Katherine P. Weatherholt, his wife,
of Allegany County, in the State of Maryland
parties of the first part, and Cumberland Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland
of the second part, WITNESSETH:

Whereas, the said William M. Weatherholt and Katherine P. Weatherholt, his wife, stand indebted unto the said Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Four Thousand (\$4,000.00) Dollars, payable one year after date with interest from date at the rate of six per cent per annum.

It is agreed by and between the parties hereto that the said parties of the first part shall make payments on said indebtedness in the amount of \$40.00 per month plus interest.

It is also covenanted and agreed by the mortgagors, parties hereto, and fully understood by them, that this mortgage shall at the option of the mortgagee, secure such further advances as provided for by Chapter 923 of the Public General Laws of Maryland passed at the January, 1945 Session of the General Assembly, and any amendments or supplements thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said William M. Weatherholt and Katherine P. Weatherholt his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors and

assigns, the following property, to-wit: All that lot or parcel of ground situated on the Northerly side of Greene Street, in the City of Cumberland, Allegany County, State of Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at a chiseled point on concrete wall on the Northerly side of Greene Street, it being the beginning of a parcel of ground conveyed by Nicholas Spano, et ux to The National Real Estate Company of Allegany County, Maryland, by deed dated the 18th day of December, 1925, and recorded in Liber No. 152, Folio 153, one of the Land Records of Allegany County of which this parcel is a part, and running thence with the north side of Greene Street and with part of the first line of the aforementioned deed (Magnetic bearings as of the original deed and with horizontal measurements) North 87 degrees and 12 minutes West 26.6 feet, thence with a line in line with the east plane of the concrete wall that stands on the west side of the concrete steps that lead into the dwelling that stands on this property, and with a line that passes about equi-distant between the eaves of the dwelling of this property, with the eaves of the dwelling on the west of this property, North 8 degrees and 44 minutes East 90 feet to a stake intersecting the third line of the aforementioned National Real Estate Company deed, thence with said line South 87 degrees and 12 minutes East 25.3 feet to a stake, thence South 7 degrees and 55 minutes West 90 feet to the beginning.

It being the same property which was conveyed to William M. Weatherholt and Katherine P. Weatherholt his wife, by Robert McDonald Bruce Trustee by deed dated December 12, 1946, and recorded in Liber 212, Folio 569, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said William M. Weatherholt and Katherine P. Weatherholt his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors

or assigns, the aforesaid sum of Four Thousand Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Detached
To Myself Only
July 19 1949

And it is Agreed that until default be made in the premises, the said
 William M. Weatherholt and Katherine P. Weatherholt, his wife,
 may hold and possess the aforesaid property, upon paying in
 the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
 mortgage debt and interest thereon, the said
 William M. Weatherholt and Katherine P. Weatherholt his wife,
 hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
 interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
 gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
 payable, and these presents are hereby declared to be made in trust, and the said

Cumberland Savings Bank of Cumberland, Maryland, its successors

and assigns, or F. Brooke Whiting, its
 or their duly constituted attorney or agent, are hereby authorized and empowered, at
 any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
 and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
 or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
 days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
 land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
 from such sale to apply first to the payment of all expenses incident to such sale, including all
 taxes levied, and a commission of eight per cent. to the party selling or making said sale;
 secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
 been then matured or not; and as to the balance, to pay it over to the said

William M. Weatherholt and Katherine P. Weatherholt his wife, their heirs or assigns, and
 in case of advertisement under the above power but no sale, one-half of the above commission
 shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said William M. Weatherholt and Katherine P. Weatherholt his wife,

further covenant to
 insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
 company or companies acceptable to the mortgagee or its successors or
 assigns, the improvements on the hereby mortgaged land to the amount of at least

Four Thousand Dollars,
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
 fires, to inure to the benefit of the mortgagee its successors or assigns, to the extent
 of its or their lien or claim hereunder, and to place such policy or policies forth-
 with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
 the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seal s of said mortgagor s.

Attest

Ethel McCarty

William M. Weatherholt (Seal)

Katherine P. Weatherholt (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 6th day of July

in the year nineteen hundred and forty-nine, before me, the subscriber
 a Notary Public of the State of Maryland, in and for said County, personally appeared
 William M. Weatherholt and Katherine P. Weatherholt his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and
 at the same time before me also personally appeared Marcus A. Naughton, Vice-President of the
 Cumberland Savings Bank of Cumberland, Maryland
 the within named mortgagee and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth; and the said Marcus A. Naughton further
 made oath in due form of law that he is the Vice-President of the Cumberland Savings Bank of
 Maryland, and duly authorized to make this affidavit.
 (Notarial Seal) Ethel McCarty

Cumberland, Maryland, February 10, 1950
 For value received, the Cumberland Savings Bank of Cumberland, Maryland
 hereby releases the within and foregoing mortgage. In witness whereof the
 Cumberland Savings Bank of Cumberland, Md. has caused these presents to be
 signed by its Vice-President and its corporate seal hereunto affixed, attested by the
 signature of its Cashier, this 10th day of February, 1950
 Attest: John A. Conway, Cashier, Cumberland Savings Bank Cumberland, Maryland
 Corporate Seal) 2/10/50 By Marcus A. Naughton, Vice Pres.

Raymond S. Perdeu et ux To Filed and Recorded July 7th 1949 at 9:40 A.M. mortgage

Margaret E. Clauson et al

This Mortgage, Made this 5th day of July

in the year Nineteen Hundred and forty-nine, by and between
 Raymond S. Perdeu and Ouida Perdeu his wife,

of Allegany County, in the State of Maryland
 parties of the first part, and Margaret E. Clauson widow, Mary E. Clauson Ruth A. Clauson
 and Nell Clauson Doolittle,

of Allegany County, in the State of Maryland
 parties of the second part, WITNESSETH:

Whereas, The parties of the first part are justly and bona fide indebted unto the part-
 ies of the second part in the full and just sum of Three Thousand Seven Hundred Dollars (\$3,700.00)
 which said sum the parties of the first part promises to pay to the parties of the second part
 in monthly installments of not less than Forty-Five Dollars (\$45.00) per month, the same includ-
 ing interest at the rate of Six Per Centum (6%) Per Annum, adjustments to be made semi-annually
 until the full sum of Three Thousand Seven Hundred Dollars, (\$3,700.00) and interest has been
 paid and satisfied.

The money hereby secured being in part purchase money for the hereinafter described property
 and is therefore, a Purchase Money Mortgage; and

WHEREAS, by mortgage dated January 3rd, 1949, and recorded in Liber No. 219, folio 653, the
 property hereinafter described was mortgaged to Margaret E. Clauson, Mary E. Clauson, Ruth A.
 Clauson and Nell Clauson Doolittle as "joint tenants" and this mortgage is now made for the pur-
 pose of placing said mortgage in the said Margaret E. Clauson, widow, during her lifetime and
 then to Mary E. Clauson, Ruth A. Clauson, and Nell Clauson Doolittle, as "tenants in common".

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid,
 and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
 together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said
 parties of the second part, their

heirs and assigns, the following property, to-wit: All that lot or parcel of ground lying and
 being on the National Highway, two miles west of Cumberland, Allegany County, Maryland, located
 at what is called "Narrow's Park", a short distance west of the intersection of the road leading
 to Mount Savage and the National Highway and described as follows, to-wit:

BEGINNING at the end of 35 feet on the third line of the property conveyed by George Clauson,
 Sr., and wife to William T. Clauson by deed dated October 29, 1890 and recorded in Liber 75,
 folio 42, one of the Land Records of Allegany County, Maryland, and running thence with part of
 said third line North 68 degrees East 35 feet to a stake; thence by a division fence South 41-1/2
 degrees East 161.5 feet to a post in said fence line, thence by the National Highway, called
 U.S. Route #40, South 60 degrees West 36 feet to a stake near the center of a 10 foot driveway
 thence North 41 degrees West 166 feet to the place of beginning.

IT BEING part of the property conveyed to William T. Clauson by deed aforementioned and which
 property was devised by the said William T. Clauson to his widow, Margaret E. Clauson, by his
 will, duly probated in Liber ___, folio ___, among the Records of Wills for Allegany County.

IT BEING also the same property which was conveyed unto the parties of the first part by
 Margaret E. Clauson, widow, by deed dated the 3rd day of January, 1949, and duly recorded among
 the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters,
 privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said
 parties of the second -- their heirs

executors, administrators or assigns, the aforesaid sum of Three Thousand Seven Hundred Dollars
 (\$3,700.00)
 together with the interest thereon, as and when the same shall become due and payable, and in
 the meantime do and shall perform all the covenants herein on their part to be
 performed, then this mortgage shall be void.

Compared and Mailed Delivered

To Ethel McCarty, Notary Public

July 12 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee s or their heirs or

assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Seven Hundred Dollars (\$3,700.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagee s may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seal s of said mortgagor s.

Attest Raymond S. Perdew (Seal) Edw. J. Ryan Ouida Perdew (Seal)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 5th day of July

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Raymond S. Perdew and Ouida Perdew, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Margaret E. Clauson widow, Mary E. Clauson Ruth A. Clauson and Nell Clauson Doolittle. the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(*Notarial Seal) Edward J. Ryan Notary Public

Charles H. Duckworth et ux To Margaret E Clauson et al Filed and Recorded July 7 1949 at 9:40 A.M. Mortgage

This Mortgage, Made this 5th day of July in the year Nineteen Hundred and Forty-Nine, by and between

Charles H. Duckworth and Mary A. Duckworth his wife, of Allegany County, in the State of Maryland parties of the first part, and Margaret E. Clauson, widow, Mary E. Clauson, Ruth A. Clauson and Nell Clauson Doolittle, of Allegany County, in the State of Maryland parties of the second part, WITNESSETH:

Compared and Mailed Delivered To Edw. J. Ryan July 19 1949

Whereas, The parties of the first part are justly and bona fide indebted unto the parties of the second part in the full and just sum of Three Thousand Five Hundred Dollars (\$3,500.00) which said sum the parties of the first part promise to pay to the order of the parties of the second part in monthly payments of not less than Forty Dollars, (\$40.00) the same including interest at the rate of Six Per Centum (6%) Per Annum, interest to be adjusted semi-annually. The sum hereby secured being in part purchase money for the hereinafter described property and is therefore, a Purchase Money Mortgage; and WHEREAS, by mortgage dated September 3rd, 1948, and recorded in Liber No. 215, folio 719, the property hereinafter described was mortgaged to Margaret E. Clauson widow, and this mortgage is now made for the purpose of placing said mortgage in the said Margaret E. Clauson, widow, during her lifetime and then to Mary E. Clauson, Ruth A. Clauson and Nell Clauson Doolittle, as "tenants in common".

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit: All that lot or parcel of ground lying and being on the National Highway about two miles West of Cumberland, Allegany County, Maryland, near what is called "Narrows Park" and described as follows to-wit:

BEGINNING at the end of the second line of the deed from George Clauson Sr., and Anna Clauson his wife, to William T. Clauson, dated October 29, 1890 and recorded in Liber 75 folio 42, one of the Land Records of Allegany County, Maryland, and running thence by part of the third line of said deed North 68 degrees East 35 feet to a stake; thence South 41 degrees East 166 feet to a stake near the center of a ten foot driveway; thence by the National Pike or U.S. Route #40 South 60 degrees West 35.8 feet; thence by the aforesaid second line of the whole tract or parcel of land of which this is a part, North 40 degrees West 170 feet to a post formerly the intersection of three fences, the place of beginning.

IT BEING the same property which was conveyed unto the said Charles H. Duckworth and Mary A. Duckworth, his wife, by deed dated the day of September, 1948, and duly recorded among the Land Records of Allegany County.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, the ir heirs, executors, administrator s or assigns, the aforesaid sum of Three Thousand Five Hundred Dollars (\$3,500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, s, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee s or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Five Hundred Dollars (\$3,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s and their heirs or assigns, to the extent of their their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Attest
 Charles H. Duckworth (Seal)
 Edw. J. Ryan
 Mary A. Duckworth (Seal)
 (Seal)
 (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 5th day of July

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Charles H. Duckworth and Mary A. Duckworth, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Margaret E. Clauson widow, Mary E. Clauson, Ruth A. Clauson and Nell Clauson Doolittle the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
 ("Notarial Seal") Edward J. Ryan
 Notary Public

Mabel G. Barnes et vir To Filed and Recorded July 7th 1949 at 12:35 P.M. Mortgage
 James E. Perrin et ux (Stamps \$1.10)

This Mortgage, Made this 7th day of July
 in the year Nineteen Hundred and Forty Nine, by and between
 Mabel G. Barnes and Ernest B. Barnes her husband
 of Allegany County, in the State of Maryland
 parties of the first part, and James E. Perrin and Bessie M. Perrin his wife
 of Allegany County, in the State of Maryland
 parties of the second part, WITNESSETH:

Whereas, the parties of the first part are now indebted to the parties of the second part, as tenants by the entireties in the full and just sum of One Thousand (\$1,000.00) Dollars for which they have given their promissory note of even date herewith, payable on or before one year after date with interest at the rate of 5% per annum, payable semi-annually.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: All those tracts, pieces or parcels of land situate, lying and being in Election District No. 5 in Allegany County, State of Maryland, on and near the Rocky Hollow Road, also known as the Knobley Road which are described and conveyed in the deed from George A. Wolfe et ux to Mabel G. Barnes and Ernest B. Barnes her husband, dated December 13, 1938, and recorded in Liber No. 182 folio 198 one of the Land Records of Allegany County, Maryland, excepting however, all those parts of said tracts conveyed away by the said Mabel G. Barnes et al, in four deeds as follows: (1) deed to Allen R. McDaniels and Anna Mildred McDaniels his wife, dated September 26, 1941, and recorded in Liber No. 191, folio 374 of said Land Records; (2) deed to Kenneth C. Miller and Grace M. Miller, his wife, dated March 10, 1944, and recorded in Liber No. 198, folio 705 of said Land Records; (3) deed to Vernon R. Miller and Ethel B. Miller, his wife, dated June 17, 1947, and recorded in Liber No. 215, folio 497 of said Land Records; (4) deed to Edgar G. Meader and Mary C. Meader his wife, dated April, 1949, and recorded in Liber No. 224, folio 679, of said Land Records; it being the intention of this instrument to convey all the property conveyed in the aforesaid deed to Mabel G. Barnes et vir dated December 13, 1938, with the exception of those parts of same conveyed away in the four deeds mentioned. Reference to all of said deeds is hereby made for a further description.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of One Thousand (\$1,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
 To Mabel G. Barnes et vir
 July 7, 1949

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Wilbur V. Wilson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee s or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand (\$1,000.00)

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest

James A. Perrin

Mabel G. Barnes

(Seal)

Ernest B. Barnes

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 7th day of July

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Mabel G. Barnes and Ernest B. Barnes

and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared James E. Perrin and Bessie M. Perrin his wife

the within named mortgagee s and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

James A. Perrin

Notary Public

District No. 16 Volunteer Fire Company Inc.

To

Filed and Recorded July 9th 1949 at 10:40 A.M.

Mortgage

Earl Edmund Manges

(Stamps \$2.20)

This Mortgage, Made this 3rd day of July

in the year Nineteen Hundred and forty-nine, by and between District No. 16 Volunteer Fire Department, Incorporated a corporation duly incorporated under the laws of the State of Maryland,

of Allegany County, in the State of Maryland

part y of the first part, and Earl Edmund Manges

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, the Party of the First Part is justly and bona fide indebted unto the Party of the Second Part in the full and just sum of two Thousand (\$2,000.00) Dollars, which said sum is to be repaid at the rate of Thirty-five (\$35.00) Dollars per month, the first of which said payments shall become due and payable on the 3rd day of July, 1953, and monthly thereafter until fully paid, and the said principal sum shall bear interest at the rate of six per cent (6%) per annum, which said interest shall be computed and paid monthly hereafter on the unpaid balance of said principal sum, with the right reserved unto the said party of the first part to prepay any or all of said principal sum at any time prior to maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said District No. 16 Volunteer Fire Department, Incorporated

does give, grant, bargain and sell, convey, release and confirm unto the said

Earl Edmund Manges, his

heirs and assigns, the following property, to-wit: ALL that tract or parcel of ground situate at North Branch, Allegany County, State of Maryland, and more particularly described as follows to wit:

BEGINNING for the said parcel at a stake standing at the end of the sixth line of parcel of ground conveyed by John L. Siebert, et ux, et al, to Elmer Edward Martin, et ux by deed dated the 4th day of January, 1939, and recorded in Liber No. 179, folio 690, one of the Land Records of Allegany County, said stake stands on the Southwest side of the old County Road leading from the Uhl Highway to North Branch; and running thence (magnetic bearings of 1937) and with the Southwest side of said road, North 54 degrees 55 minutes west 600 feet, more or less until it intersects the division line of the Estate of John L. Siebert farm; thence with the division line of said farm in a Southwesterly direction 150 feet more or less until it intersects the Northernly edge of right-of-way of the Western Maryland Railway; thence with the said Northernly side of right-of-way in a Southeasterly direction 625 feet, more or less, to the end of the fifth line of the aforementioned Elmer Edward Martin parcel of ground; thence with the sixth line of said deed, North 26 degrees 10 minutes East 102.5 feet, more or less, to the beginning, containing one and one-half acres, more or less.

The aforesaid parcel of land is the same parcel which was conveyed by deed dated the 19th day of June, 1945, by Anna A. Siebert, et al, to District No. 16 Voluntary Fire Department, Inc., and which said deed is recorded in Liber 204, folio 337, one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a fuller and more particular description of said lands hereby conveyed by way of mortgage.

The Party of the First Part hereby specifically covenants by and with the said Party of the Second Part, that during the existence of this mortgage, the said Party of the First Part will not apply for nor obtain a license for the sale of any kind of intoxicants, whether beer, wine, liquor, or any other alcoholic beverage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said District No. 16 Volunteer Fire Department, Inc., its successors

or assigns, do and shall pay to the said Earl Edmund Manges, his

executors, administrators or assigns, the aforesaid sum of Two Thousand Dollars (\$2,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Notary Public
July 9, 1949

And it is Agreed that until default be made in the premises, the said _____

Emma C. Reed Widow

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____
Emma C. Reed Widow
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said _____

F. Brooke Whiting his

heirs, executors, administrators and assigns, or _____ Gorman E. Getty
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said _____

Emma C. Reed her

_____ heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor _____ her _____ representatives, heirs or assigns.

And the said Emma C. Reed Widow

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or _____ his heirs
assigns, the improvements on the hereby mortgaged land to the amount of at least _____

Two Hundred

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee _____ his _____ heirs or assigns, to the extent of _____ his or _____ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee _____, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Emma C. Reed

(Seal)

Ethel McCarty

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this _____ 9th _____ day of July

in the year nineteen hundred and _____ Forty-nine _____, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared
Emma C. Reed Widow

and _____ acknowledged the aforesaid mortgage to be _____ her _____ act and deed; and at the same time before me also personally appeared _____ F. Brooke Whiting

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ethel McCarty

Notary Public

Upton B. F. Edwards et ux

To

Filed and Recorded July 11th 1949 at 11:30 A.M.

Mortgage

Joseph R. Durst et ux

(Stamps \$ 2.20)

This Mortgage,

Made this _____ day of June

in the year Nineteen Hundred and _____ Forty-nine _____, by and between

Upton B.F. Edwards and Rosamond K. Edwards, his wife,

of _____ Allegany _____ County, in the State of Maryland

parties of the first part, and Joseph R. Durst and Anna E. Durst his wife,

of _____ Allegany _____ County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the parties of the second part in the full and just sum of Two Thousand Seven Hundred Thirty Seven Dollars and Ninety Three Cents (\$2,737.93) payable one year from date with interest thereon at the rate of Six per cent (6%) per annum,

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Upton B.F. Edwards and Rosamond K. Edwards, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Joseph R. Durst and Anna E. Durst, his wife, as tenants by the entireties their

heirs and assigns, the following property, to-wit: All that lot or parcel of ground on Main or Union Street in Frostburg, Maryland, known and distinguished on the Plat of Frostburg, as Lot Number Thirty-two (32) which said Plat is recorded in Liber T, folio 236 one of the Land Records of Allegany County, and being the same property which was conveyed by and particularly described in two deeds to Upton B.F. Edwards et ux, one from Howard Hitchins et al, dated April 30, 1921, and the other from Emery G. Hitchins and Paul L. Hitchins trustees, dated June 18, 1921, and recorded among the Land Records of Allegany County; and being the same property conveyed by Howard Hitchins et al, to Mrs. Martha Hitchins, by deed dated December 24, 1906, and recorded among the Land Records aforesaid in Liber No. 100, folio 397, to all of which said deeds and to the references therein made, and to said Plat, special reference is hereby made for a full and complete description of the property now intended to be conveyed.

Together with the buildings and improvements thereon, and the rights, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Upton B.F. Edwards and Rosamond K. Edwards, their heirs, executors, administrators or assigns, do and shall pay to the said

Joseph R. Durst and Anna E. Durst, their

executors, administrators or assigns, the aforesaid sum of Two Thousand Seven Hundred Thirty Seven Dollars and Ninety Three Cents (\$2,737.93) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Dated
To H. A. Hunter City Clerk
July 14 1949

And it is Agreed that until default be made in the premises, the said
Upton B.F. Edwards and Rosamond K. Edwards

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Upton B.F. Edwards and Rosamond K. Edwards

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said
Joseph R. Durst and Anna E. Durst their

heirs, executors, administrators and assigns, or William J. Gunter his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Upton B.F. Edwards and Rosamond K. Edwards, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said Upton B.F. Edwards and Rosamond K. Edwards further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee s or their

assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Seven Hundred Thirty-seven Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of \$2,737.93 their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seal s of said mortgagor s.

Attest Elizabeth Sullivan	Upton B.F. Edwards	(Seal)
Elizabeth Sullivan	Rosamond K. Edwards	(Seal)
		(Seal)
		(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this -- day of June

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Upton B.F. Edwards and Rosamond K. Edwards

and both acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Joseph R. Durst and Anna E. Durst

the within named mortgagee s and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Elizabeth Sullivan
Notary Public

W. Clyde Bennett et ux
To Filed and Recorded July 12th 1949 at 1:50 P.M. Mortgage
Jessie A. Bennett

This Mortgage, Made this 13th day of January
Purchase Money
in the year Nineteen Hundred and forty-eight, by and between
W. Clyde Bennett and Dorothy Dodge Bennett, his wife
of Allegany County, in the State of Maryland
parties of the first part, and Jessie A. Bennett, widow

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the parties of the first part are justly and bona fide indebted unto the said party of the second part in the full and just sum of One Thousand Seven Hundred Seventy-four and 41/100 Dollars (\$17,74.41) which said sum shall become due and payable five years from the date hereof, and which said sum shall draw interest at the rate of six per cent (6%) per annum from the date hereof, and which said interest shall be computed on the unpaid balance of said principal sum annually and shall be payable annually hereafter, with the right reserved unto the said parties of the first part to prepay any or all of said sum at any time hereafter, the said sum representing the unpaid principal sum for the property hereinafter conveyed by way of mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said W. Clyde Bennett and Dorothy Dodge Bennett his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
Jessie A. Bennett, widow,

heirs and assigns, the following property, to-wit: All of those properties situate, lying and being in Election District No. 3 Allegany County, State of Maryland, in the Village of Flintstone, and which said parcels of land were conveyed by deed dated the 23th day of December 1947 by A. Marteen Manges, Trustee, unto W. Clyde Bennett and Dorothy Dodge Bennett, his wife, and which said deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this Purchase Money Mortgage, a specific reference to which said deed is hereby made for the purpose of giving a full and particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said W. Clyde Bennett and Dorothy Dodge Bennett, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Jessie A. Bennett her executor, administrator or assigns, the aforesaid sum of One Thousand Seven Hundred Seventy-four and 41/100 Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Seal, Registered, etc.
July 12, 1949

And it is Agreed that until default be made in the premises, the said W. Clyde Bennett and Dorothy Bennett his wife

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said W. Clyde Bennett and Dorothy Dodge Bennett his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Jessie A. Bennett her

heirs, executors, administrators and assigns, or Earl Edmund Manges at his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

W. Clyde Bennett and Dorothy Dodge Bennett his wife their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said W. Clyde Bennett and Dorothy Dodge Bennett his wife

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her

assigns, the improvements on the hereby mortgaged land to the amount of at least W. Clyde Bennett and Dorothy Dodge Bennett his wife Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her interest or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest Earl E. Manges W. Clyde Bennett (Seal) Earl E. Manges Dorothy Dodge Bennett (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 13th day of January

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared W. Clyde Bennett and Dorothy Dodge Bennett his wife,

and each acknowledged the foregoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared Jessie A. Bennett, widow,

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Earl Edmund Manges

Notary Public

Cumberland, Maryland Aug 4, 1950. For value received, I hereby release the within and foregoing mortgage. Witness my hand and seal, this date Remains written.

Attest:

Earl E. Manges

W. Clyde Bennett

Administrator of the Estate

8/5/50 of Jessie A. Bennett, Deceased

#####

Guisepppe Di Matteo et ux To Filed and Recorded July 13 1949 at 9:00 A.M. Mortgage The Second National Bank, of Cumberland, Maryland, Trustee (Stamps \$3.00)

This Mortgage, Made this 9th day of July

in the year Nineteen Hundred and Forty-Nine, by and between Guisepppe DiMatteo and Clementina DiMatteo, his wife,

of Washington -County, in the District of District Columbia

parties of the first part, and The Second National Bank of Cumberland, Maryland, a banking corporation, duly incorporated under the laws of the United States, Trustee for the Rose Hill Cemetery Endowment Fund of Allegany County, Maryland,

of Allegany County, in the State of Maryland

part Y of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Three Thousand Ninety-Nine and 62/100 Dollars (\$3099.62) this day loaned the parties of the first part by the party of the second part, and which is to be repaid, with interest at 5% per annum, in payments of not less than Sixty-Five Dollars (\$65.00) per month, said payments to be applied first to interest and the balance to principal; the first of said monthly payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

and assigns, the following property, to-wit: All that lot or parcel of land situated on the westerly side of North Centre Street, Cumberland, Allegany County, Maryland, beginning for the same at the centre of the dividing wall of the double brick house once known as Nos. 88 and 90 North Centre Street, said beginning point being distant 66.2 feet measured in a northerly direction along the westerly side of said North Centre Street from the southeasterly corner of the brick building located at the intersection of the said westerly side of North Centre Street with the northerly side of what is known as Frantz and Johnson's Alley, said beginning point being also at the beginning of the deed from Zachariah Laney and wife to the Fidelity Savings Bank of Frostburg, which deed is dated December 7, 1914, and recorded in Liber No. 115, folio 675, one of the Land Records of Allegany County, and running thence with the westerly side of said North Centre Street, and with part of the first line of said deed, North 41 degrees 29 minutes West 26.6 feet to the northerly face of the said brick wall of said house No. 90 located on the west 26.6 feet to the northerly face of the said brick wall, and lot hereby conveyed; and thence along and with the northerly face of the said brick wall, and the same extended, South 48 degrees 10 minutes West 135.6 feet to the third line of the aforesaid deed; and with it, and the fourth and fifth lines thereof, South 20 degrees 45 minutes East 9 1/2 feet; North 66 degrees 25 minutes East 60 1/2 feet; thence with a line through the centre of the dividing wall running through the centre of the aforesaid double brick dwelling Nos. 88 and 90 North Centre Street, and the same extended, North 48 degrees 10 minutes East 8 1/2 feet to the beginning. (This property is now, 1949, known as Nos. 132 and 134 North Centre Street)

BEING one of the properties which was conveyed by George E. Montgomery et ux to The Second National Bank of Cumberland, Maryland, Trustees for the Rose Hill Cemetery Endowment Fund by deed dated May 11, 1933, and recorded in Liber No. 169, folio 342, one of the Land Records of Allegany County, Maryland, and being also the same property which was conveyed by the party of the second part to the parties of the first part by deed dated the 30th day of October, 1943, and recorded among said Land Records in Liber No. 197, folio 653.

Also all restaurant equipment and fixtures in said property now contained on the first floor in No. 132 and 134 North Centre Street.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

or assigns, the aforesaid sum of Three Thousand Ninety-Nine and 62/100 (\$3,099.62) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered To Allegany Co. July 19 1949

And in case said Mortgagor shall neglect or refuse to pay said taxes as aforesaid, or permit said goods or chattels to be damaged, injured or depreciated, then said Mortgagee may at said Mortgagee's option pay all such taxes and assessments aforesaid, repair any damage or injuries and restore any depreciation; and all sums of money thus expended are hereby secured by these presents and shall be repayable upon demand from said Mortgagor to said Mortgagee, and may be retained by said Mortgagee from the proceeds of the sale of said goods and chattels herein authorized.

In case default be made in the payment of said debt or interest after maturity, or of any of the payments above scheduled, or any extensions or renewals or rearrangements thereof, or if any execution, attachment, sequestration or other writ shall be levied on said goods and chattels or on any other property of Mortgagor or if a petition under the Bankruptcy Act or any Amendment thereof shall be filed by or against said Mortgagor or if said Mortgagor shall make an assignment for the benefit of his creditors, or if said Mortgagor shall fail to keep and perform any of the covenants, stipulations and agreements herein contained on his part to be performed, or if any insurance company should cancel as to Mortgagor any policy against the hazards of fire and theft, or if said Mortgagee shall at any time deem said mortgage, said chattels, said debt or said security unsafe or insecure, or shall choose so to do, then upon the happening of said contingencies or any of them, the whole amount herein secured, on each of said payments above scheduled remaining unpaid, is by said Mortgagor admitted to be due and payable, and said Mortgagee at his option, without notice, is hereby authorized to enter upon the premises of the Mortgagor or other places where said property might be, and take possession of and remove said property, and all equipment, accessories, or repairs thereon, which shall be considered a component part thereof and subject to this mortgage, and, without legal procedure, sell the same and all equity of redemption of the Mortgagor therein, either at public auction or private sale, in such county and at such place as Mortgagee may elect, without demand for performance, and out of the proceeds of said sale pay all costs and expenses of pursuing, taking, keeping, advertising and selling said goods and chattels, including reasonable attorney's fees, and apply the residue thereof toward the payment of said indebtedness or any part thereof, in such manner as said Mortgagee may elect, rendering the surplus, if any, unto said Mortgagor, his executors, administrators and assigns upon demand. Mortgagee may take possession of any other property in the above described motor vehicle at the time of repossession and hold the same temporarily for the Mortgagor without any responsibility or liability on the part of the Mortgagee or its assigns.

And said Mortgagee may purchase at any such sale in the same manner and to the same effect as any person not interested herein; if from any cause said property shall fail to satisfy said debt, interest after maturity, costs and charges, said Mortgagor covenants and agrees to pay the deficiency.

The waiver or indulgence of any default with respect to any of the terms and conditions herein contained shall not operate as a waiver of subsequent defaults.

This mortgage shall apply to and bind said Mortgagor, said Mortgagor's heirs, personal representatives, successors and assigns and inure to the benefit of said Mortgagee, said Mortgagee's heirs, personal representatives, successors and assigns.

The above described goods and chattels when not in use will be stored at _____ Private

Public Garage located at 1000 Virginia Ave., Street Cumberland City Md. State

IN WITNESS WHEREOF the Mortgagor has hereunto set his hand and seal this 19th day

of July, 1949 at Cumberland, Maryland.

Witness: Joseph F. Stakem (Mortgagee's Town or State)

Address: _____ Werner R. Dicken (Mortgagee's Sign Here) (Seal)

Witness: Joseph F. Stakem

Address: _____ Viola B. Dicken (Mortgagee's Sign Here) (Seal)

Witness: Joseph F. Stakem

Address: _____

(Corporate Seal) THE SECOND NATIONAL BANK OF CUMBERLAND

By G. A. Caswell, Ass't Vice Pres. (Seal)

STATE OF MARYLAND, COUNTY OF Allegany, TO WIT:

I HEREBY CERTIFY that on this 19th day of July, 1949, before me,

the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County aforesaid, personally appeared Werner R. and Viola B. Werner

the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be

act. And, at the same time, before me also personally appeared G. A. Caswell

Agent The Second National Bank of Cumberland, Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal

(Notarial Seal) Joseph F. Stakem, Notary Public.

Theodore J. Clayton, et ux. Mortgage. Filed and Recorded July 15" 1949 at 9:30 A.M. (Stamps 35¢).
Homer S. Oster, et ux. This Mortgage, Made this 15th day of July

in the year Nineteen Hundred and Forty-Nine, by and between Theodore J. Clayton and Amelia I. Clayton, his wife, of Allegany County, in the State of Maryland, part ies of the first part, and Homer S. Oster and Anna G. Oster, his wife, of Allegany County, in the State of Maryland, part ies of the second part, WITNESSETH:

Whereas, the said parties of the first part are now indebted to the said Homer S. Oster and Anna G. Oster, his wife, as tenants by the entireties, in the full and just sum of Six Hundred and Forty Dollars and Sixty Five Cents (\$640.65), for which they have given their promissory note of even date herewith, payable on or before three years after date, with interest at the rate of 6% per annum, in monthly payments of not less than twenty (\$20.00) Dollars a month, the first monthly payment to be due and payable on August 15, 1949, and then on the 15th day of each and every month thereafter until said principal and interest have been paid in full, interest to be calculated every six months on the principal due at the beginning of said six months, and all payments made during said six months to be applied first to interest so calculated, and then to reduction of the principal, interest for the following six months to be calculated on the principal as so reduced.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit:

All that tract of ground located in Election District No. 7, Allegany County, Maryland, near the cement mills of the Cumberland and Potomac Cement Company, being part of the Thornton McKenzie Farm, containing 5.2 acres, more or less, and being the same tract of land described in a deed from Walter J. McKenzie and Alice B. McKenzie, his wife, to Zipporah E. Neff, dated February 24, 1893, and recorded in Liber No. 73, Folio 624, one of the Land Records of Allegany County, and being the same property conveyed by Kinsley McDonald, Tax Collector, to Frank L. Byrd and Mary E. Byrd, by deed dated February 25, 1935, and recorded in Liber No. 172, Folio 211, one of said Land Records; and being also the same property conveyed by Frank L. Byrd and Mary E. Byrd, his wife, to Theodore J. Clayton, et al., by deed dated March 20, 1940, and recorded in Liber No. 186, Folio 106, one of said Land Records; and being also the same property described in the deed from Marshall E. Grant, et ux, to Theodore J. Clayton, et ux., dated March 3, 1943, and recorded among the Land Records of Allegany County, Maryland. Reference to said deeds is hereby made for a further description.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of Six Hundred and Forty Dollars and Sixty-Five Cents (\$640.65) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Wilbur V. Wilson, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagee, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least

Six Hundred Forty Dollars and Sixty-Five Cents (\$640.65) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seal s of said mortgagor s.

Attest Theodore J. Clayton (Seal) Ina E. Hughes Amelia I. Clayton (Seal) Ina E. Hughes (Seal)

State of Maryland.

Allegany County, to wit:

I hereby certify, that on this 15th day of July

in the year nineteen hundred and Forty-Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Theodore J. Clayton and Amelia I. Clayton, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Wilbur V. Wilson, agent of

the within named mortgagee s and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the Agent of said Mortgagee and duly authorized by them, to make this affidavit.

(Notarial Seal) Ina E. Hughes, Notary Public

Herman F. Appold, et ux. Mortgage. Filed and Recorded July 18th 1949 at 10:20 A. M. (Stamps 55¢). Earl E. Manges, et ux.

This Mortgage. Made this 15th day of July in the year Nineteen Hundred and Forty-Nine, by and between Herman F. Appold and Audrey V. Appold, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Earl E. Manges and Alice M. Manges, his wife, of Allegany County, in the State of Maryland, parties of the second part, WITNESSETH:

Whereas, the parties of the first part are justly and bona fide indebted unto the parties of the second part in the full and just sum of Seven Hundred (\$700.00) Dollars and which sum shall be repaid at the rate of Twenty-Five Dollars (\$25.00) per month, the first of which payments shall become due and payable on January 1, 1957, and continuing said monthly payments thereafter until the full principal sum and interest shall have been paid, and the said principal sum shall bear interest at the rate of six (6%) per cent per annum computed and payable monthly after the date hereof; with the right reserved unto the said Mortgagors to pay any or all of said principal sum at any time prior to maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Herman F. Appold and Audrey V. Appold, his wife, do give, grant, bargain and sell, convey, release and confirm unto the said Earl E. Manges and Alice M. Manges, his wife, their heirs and assigns, the following property, to-wit:

ALL THAT LOT OR PARCEL OF GROUND situate near the Valley Road about one and one-half miles northeasterly of the City of Cumberland, Allegany County, Maryland, being Lot No. 29, Section "A", as shown on Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, and described as follows, to-wit:

BEGINNING at a point on the Easterly side of Lake Avenue at the end of the first line of Lot No. 28; and running thence with the Easterly side of said Avenue, North 40 degrees 42 minutes East 50 feet; thence South 49 degrees 18 minutes East 233 feet, more or less, to the end of the second line of Lot No. 28; thence with said second line reversed, North 49 degrees 18 minutes West 237 feet, more or less, to the place of beginning, it being the same property which was conveyed by deed dated the 4th day of September, 1948, by Meady Appold and Bert Appold, her husband, unto Herman F. Appold and Audrey V. Appold, his wife, which said deed is recorded in Liber 222, Folio 236, one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a more particular and full description of the land hereby conveyed by way of mortgage; AND

ALL that lot or parcel of ground situate near the Little Valley Road about one mile Northeasterly of the City of Cumberland, Allegany County, Maryland, being Lot No. 31, Section "A", as shown on "Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland", and described as follows:

BEGINNING at a point on the easterly side of Lake Avenue at the end of the first line of Lot No. 30; and running thence with the Easterly side of said Avenue, North 40 degrees 42 minutes East 50 feet; thence South 49 degrees 18 minutes East 233 feet more or less to the Westerly line of Lots Nos. 24 and 25; and thence with said Westerly line, South 36 degrees 50 minutes West 50 feet, more or less to the end of the second line of Lot No. 30; thence with said second line reversed, North 49 degrees 18 minutes West 237 feet, more or less to the beginning, it being the same property which was conveyed by deed dated the 8th day of October, 1948, by Thomas C. Hudson and Flossie M. Hudson, his wife, et al, to Herman Appold and Audrey V. Appold, his wife, and which said deed is recorded in Liber No. 222, Folio 648, one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a fuller and more particular description of said land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Herman F. Appold and Audrey V. Appold, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Earl E. Manges and Alice M. Manges, his wife, their executors, administrators or assigns, the aforesaid sum of Seven Hundred (\$700.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed July 21 1949

And it is Agreed that until default be made in the premises, the said Herman F. Appold and Audrey V. Appold, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Herman F. Appold and Audrey V. Appold, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Earl E. Manges and Alice M. Manges, his wife,

heirs, executors, administrators and assigns, or William A. Huster, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Herman F. Appold and Audrey V. Appold, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said Herman F. Appold and Audrey V. Appold, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Hundred (\$700.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.
 Attest Herman F. Appold (Seal)
Julia W. Jackson Audrey V. Appold (Seal)
Julia W. Jackson (Seal)
Julia W. Jackson (Seal)

State of Maryland,
 Allegany County, to wit:

I hereby certify, that on this 15th day of July, in the year nineteen hundred and Forty-Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Herman F. Appold and Audrey V. Appold, his wife, and each acknowledged the foregoing mortgage to be his and her act and deed; and at the same time before me also personally appeared Earl E. Manges and Alice M. Manges, his wife, the within named mortgagee s, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
 (Notarial Seal) Julia W. Jackson
 Notary Public

Ida M. Lease, et al. Mortgage.
 Cecil V. Davis Purchase Money Filed and Recorded July 18th 1949 at 11:00 A. M.

This Mortgage, Made this 16th day of July in the year Nineteen Hundred and Forty-Nine, by and between Ida M. Lease, widow, and Kenneth G. Lease, unmarried, of Allegany County, in the State of Maryland, part ies of the first part, and Cecil V. Davis of Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said party of the second part in the full and just sum of Four Hundred Dollars (\$400.00) with interest thereon at the rate of Four per cent per annum, said principal ebt and interest to be paid to the party of the second part in monthly instalments of thirty dollars (\$30.00) each, the first of which instalments shall become due and payable on August 15, 1949, and the remaining instalments monthly thereafter on the fifteenth day of each and every month until such time as said principal debt and interest accrued thereon shall have been fully paid; and the said parties of the first part shall have the right to accelerate any of said payments, in which case interest shall be adjusted accordingly.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of thesecond part, his heirs and assigns, the following property, to-wit:

PARCEL NO. 1 - All that certain lot, piece or parcel of land known and designated as Lot Number Five of the Cumberland Park Addition, fronting on Clement Street, located in the City of Cumberland, in Allegany County, in the State of Maryland, as shown on the Plat of said Cumberland Park Addition, said Plat being recorded among the Land Records of Allegany County, Maryland, in Plat Case Box Number 94.

PARCEL NO. 2 - All that certain lot, piece, parcel of land known and designated as Lot Number Six of the Cumberland Park Addition, fronting on Clement Street, located in the City of Cumberland, Allegany County, Maryland, as shown on the Plat of said Cumberland Park Addition, said Plat being recorded among the Land Records of Allegany County in Plat Case Box Number 94.

Both of the above parcels of land being the same property conveyed to the parties of the first part by Robert L. Steigerwald and Hazel T. Steigerwalk, his wife, by deed dated the day of July, 1949, and intended to be recorded among the Land Records of Allegany County, together with this mortgage, which is given to secure a part of the purchase price thereof.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor, administrator or assigns, the aforesaid sum of Four Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Certified and Mailed
 July 21 1949
 Notary Public
 Earl E. Manges
 1008 Third St. City

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And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, his

heirs, executors, administrators and assigns, or William H. Geppert his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.
 Attest
 Mary C. Kelly
 Ida M. Lease (Seal)
 Kenneth G. Lease (Seal)

State of Maryland,
 Allegany County, to wit:

I hereby certify, that on this 16th day of July in the year nineteen hundred and Forty-Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Ida M. Lease, widow, and Kenneth G. Lease, unmarried, respective and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Cecil V. Davis, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.
 WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Mary C. Kelly, Notary Public
 For Value Received I do hereby release the within and foregoing Mortgage. Witness my hand and seal this 15th day of August, 1950.
 Cecil V. Davis (Seal)
 S. Walter Fisher
 8/15/50

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Edward Brace Shuck, et ux. Mortgage.
 Harry H. Hoffman, et ux. PURCHASE MONEY Filed and Recorded July 18th 1949 at 11:00 A. M.

This Mortgage, Made this 12th day of July, in the year Nineteen Hundred and Forty-Nine, by and between Edward Brace Shuck and Beulah Ellen Shuck, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Harry H. Hoffman and Anna Mae Hoffman, his wife, of Allegany County, in the State of Maryland, parties of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said parties of the second part in the full and just sum of Thirty-Two Hundred Dollars (\$3,200.00) with interest thereon at the rate of five per cent per annum, said principal debt and interest to be paid to the parties of the second part in monthly instalments of Fifty Dollars (\$50.00) each, the first of which instalments shall become due and payable on August 15, 1949, and the remaining instalments monthly thereafter on the fifteenth day of each and every month until such time as said principal debt and interest accrued thereon shall have been fully paid; and the said parties of the first part shall have the right to accelerate any of said payments, in which case interest shall be adjusted accordingly.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit:

All those adjacent pieces or parcels of land known and designated as Lots Nos. 11, 12, and 13, of Block 24, situated, lying and being in what is known as the "Potomac Park Addition to the City of Cumberland, Md.," located along and near the McMullen Boulevard, about three miles westward of the City of Cumberland, Allegany County, Maryland, the plat and courses and distances of which Addition are recorded in Liber 130, Folio 1, one of the Land Records of Allegany County, Maryland; said three lots constituting as a whole a parcel of land 100 feet by 150 feet at the intersection of Avenue "V" and Pershing Drive, in said Addition.

It being the same property conveyed to the parties of the first part by the parties of the second part by deed dated the 12th day of July, 1949, and intended to be recorded among the Land Records of Allegany County, together with this mortgage, which is given to secure a part of the purchase price thereof.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executors, administrators or assigns, the aforesaid sum of Thirty-Two Hundred Dollars (\$3200.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Received and Mailed
 PAID
 1 Edward Brace Shuck 623 Montreal
 July 21, 1949
 Ave. City

And it is Agreed that until default be made in the premises, the said parties of the first part _____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part _____ hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their _____

heirs, executors, administrators and assigns, or William H. Geppert _____ at his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their _____ heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their _____ representatives, heirs or assigns.

And the said parties of the first part _____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least _____

Thirty-Two Hundred _____ Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their _____ heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest _____ Edward Brace Shuck _____ (Seal)
 _____ Mary C. Kelly _____ Beulah Ellen Shuck _____ (Seal)
 _____ (Seal)
 _____ (Seal)

State of Maryland,
 Allegany County, in wit:

I hereby certify. That on this 12th _____ day of July, _____ in the year nineteen hundred and Forty-Nine _____, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Edward Brace Shuck and Beulah Ellen Shuck, his wife, _____ and they _____ acknowledged the foregoing mortgage to be their _____ respective act and deed; and at the same time before me also personally appeared Harry H. Hoffman and Anna Mae Hoffman, his wife, _____ the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
 (Notarial Seal) _____ Mary C. Kelly, _____ Notary Public

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Compared and Mailed
 To Mt. Lee, City
 July 21, 1949

Albert E. Beckman, et ux. _____ Mortgage.
 Cumberland Savings Bank of Cumberland, Md. Filed and Recorded July 18th 1949 at 3:00 P. M.
This Mortgage. Made this 18th _____ day of July _____ (Stamps \$11.00)

in the year Nineteen Hundred and Forty-Nine _____, by and between Albert E. Beckman and Loretta H. Beckman, his wife, _____ of Allegany _____ County, in the State of Maryland _____ part ies _____ of the first part, and Cumberland Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland.

of _____ ~~County~~ _____ part y _____ of the second part, WITNESSETH:

Whereas, the said Albert E. Beckman and Loretta H. Beckman, his wife, stand indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Ten Thousand Dollars (\$10,000.00) payable one year after date with interest from date at the rate of five per cent per annum, payable monthly as it accrues. It is agreed by and between the parties hereto that the said parties of the first part shall make payments on said indebtedness in the amount of \$150.00 per month plus interest.

It is also covenanted and agreed by the mortgagors, parties hereto and fully understood by them that this mortgage shall at the option of the mortgagee, secure such further advances as provided for by Chapter 923 of the Public General Laws of Maryland, passed at the January, 1945, Session of the General Assembly and any amendments or supplements thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Albert E. Beckman and Loretta H. Beckman, his wife, _____ do _____ give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors _____ and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the Easterly side of New Hampshire Avenue, formerly called Chestnut Street, in Mapleside, an addition to Cumberland, Allegany County, Maryland, known and designated as Lot No. 5, on the plat of the sub-division of Frederick Minke as filed and recorded in Judgment Record No. 26, Folio 667, in the office of the Clerk of the Circuit Court for Allegany County, and particularly described as follows, to-wit:

1. Beginning for the same at a post on the east side of New Hampshire Avenue, at the end of the first line of Lot No. 4, of said Sub-division, and running thence with the Easterly side of said New Hampshire Avenue, North 27 degrees East 100 feet, then South 63 degrees East 100 feet to an alley, and with it South 27 degrees West 100 feet to the end of the second line of Lot No. 4, then with said second line, reversed, North 63 degrees West 100 feet to the place of beginning.

It being the same property which was conveyed to Albert E. Beckman and Loretta H. Beckman, his wife, by Jesse E. Utt and Mary E. Utt, his wife, by deed dated the 19th day of March, 1930, and recorded in Liber 162, Folio 655, one of the Land Records of Allegany County, Maryland.

SECOND: All that property on Johnson Heights in Cumberland, and known as Lot No. 5 of Block No. 5, as shown on a revised plat of Johnson Heights addition and recorded in Plat Box No. 130, among the Land Records of Allegany County, Maryland, and the property hereby conveyed being described as follows:

Beginning for the same at a point along the westerly side of Louisiana Avenue at the division line between Lots Nos. 4 and 5 of Block No. 5, said point of beginning being also distant 142 feet measured in a southerly direction from the southerly side of Prince George Street and running thence with the westerly side of Louisiana Avenue, South 2 degrees 51 minutes West 34 feet to the division line between Lots Nos. 5 and 6 of said Block and running thence with the division line and at right angles to Louisiana Avenue, North 87 degrees 09 minutes West 130 feet to the easterly side of a fifteen foot alley and with it North 2 degrees 51 minutes East 34 feet to intersect a line drawn North 87 degrees 09 minutes West from the place of beginning, thence reversing said intersecting line, South 87 degrees 09 minutes East 130 feet to the beginning.

It being the same property which was conveyed to Albert E. Beckman and Loretta H. Beckman, his wife, by John S. Storer and Dorothy S. Storer, his wife, et al., by deed dated the 19th day of April, 1948, and recorded in Liber 220, Folio 78, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Albert E. Beckman and Loretta H. Beckman, his wife, their _____ heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors _____ or assigns, the aforesaid sum of Ten Thousand Dollars _____ together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their _____ part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Albert E. Beckman and Loretta H. Beckman, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Albert E. Beckman and Loretta H. Beckman, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Cumberland Savings Bank of Cumberland, Maryland, its successors or assigns, or E. Brooke Whiting his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Albert E. Beckman and Loretta H. Beckman, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said Albert E. Beckman and Loretta H. Beckman, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Ten Thousand (\$10,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.
 Attest Albert E. Beckman (Seal)
George H. Tederick (Seal)
Loretta H. Beckman (Seal)
George H. Tederick (Seal)

State of Maryland,
 Allegany County, in wit:

I hereby certify, That on this 18th day of July in the year nineteen hundred and Forty-Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Albert E. Beckman and Loretta H. Beckman, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Marcus A. Naughton, vice-president of the Cumberland Savings Bank of Cumberland, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said Marcus A. Naughton further made oath that he is the Vice President of the Cumberland Savings Bank of Cumberland, Maryland, and duly authorized to make this affidavit.
 Witness my hand and Notarial Seal the day and year aforesaid. George H. Tederick,
 (Notarial Seal) Notary Public

*For value received the Cumberland Savings Bank of Cumberland, Maryland, hereby releases the within and foregoing mortgage, the within whereof the Cumberland Savings Bank of Cumberland, Maryland, has caused these presents to be signed by its Vice President, and its corporate seal, hereof affixed, by the signature of its Cashier this 28th day of April 1950
 Attest: John J. Conway Cashier
 Cumberland Savings Bank, Cumberland, Maryland
 by Marcus A. Naughton Vice President.*

James H. Griffin, et al.
 To Cumberland Savings Bank of Cumberland, Md. Filed and Recorded July 18th 1949 at 3:00 P. M. Mortgage.
This Mortgage, Made this 16th day of July (Stamps \$4.40)

in the year Nineteen Hundred and Forty-Nine, by and between James H. Griffin and Carolyn Griffin, his wife, and George A. Griffin and Beulah M. Griffin, his wife, of Allegany County, in the State of Maryland part ~~ies~~ of the first part, and the Cumberland Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland,
~~xxx~~
 part Y of the second part, WITNESSETH:

Whereas, the said James H. Griffin and Carolyn Griffin, his wife, and George A. Griffin and Beulah M. Griffin, his wife, now stand indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the full and just sum of Four Thousand Three Hundred (4,300.00) dollars, payable one year after date with interest from date at the rate of six per cent per annum, payable monthly as it accrues.

It is agreed by and between the parties hereto that the said parties of the first part shall make payments on said indebtedness in the amount of at least \$40.00 per month, plus interest.

It is also covenanted and agreed by the mortgagors, parties hereto, and fully understood by them that this mortgage shall at the option of the mortgagee, secure such further advances as provided for by Chapter 923 of the Public General Laws of Maryland, passed at the January 1945 Session of the General Assembly, and any amendments or supplements thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said James H. Griffin and Carolyn Griffin, his wife, and George A. Griffin and Beulah M. Griffin, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors ~~heirs~~ and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the North side of Prince George Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 14 of Section No. 4, in Cumberland Heights Addition, and more particularly described as follows:

Beginning for the same on the North side of Prince George Street, at the end of the first line of Lot No. 13, of said Section 4, and running thence with the North side of said Street, North eighty-seven degrees twenty-seven minutes East thirty-three and one-half feet; thence North two degrees and thirty-three minutes West one hundred and twenty feet to the South side of an alley fifteen feet wide; then with the South side of said alley, South eighty-seven degrees twenty-seven minutes West thirty-three and one-half feet to the end of the second line of said lot Number 13, then with said second line reversed, South two degrees thirty-three minutes East one Hundred and twenty feet to the place of beginning.

It being the same property which was conveyed unto the said James H. Griffin or George A. Griffin by Alphonsus L. Will and wife, by deed dated March 7th, 1944, and recorded in Liber 199, Folio 156, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said James H. Griffin and Carolyn Griffin, his wife, and George A. Griffin and Beulah M. Griffin, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors

~~or assigns,~~ the aforesaid sum of Four Thousand Three Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

*Oct
 Compared and Mailed
 To Mt. Lee, City
 July 21 1949*

And it is Agreed that until default be made in the premises, the said James H. Griffin and Carolyn Griffin, his wife, and George A. Griffin and Beulah M. Griffin, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said James H. Griffin and Carolyn Griffin, his wife, and George A. Griffin and Beulah M. Griffin, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Cumberland Savings Bank of Cumberland, Maryland, its successors

and assigns, or F. Brooke Whiting his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said James H. Griffin and Carolyn Griffin, his wife, & George A. Griffin and Beulah M. Griffin, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said James H. Griffin and Carolyn Griffin, his wife, and George A. Griffin, and Beulah M. Griffin, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors the improvements on the hereby mortgaged land to the amount of at least

Four Thousand Three Hundred - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest
 _____ James H. Griffin (Seal)
 _____ Carolyn Griffin (Seal)
 _____ George A. Griffin (Seal)
 _____ Beulah M. Griffin (Seal)

State of Maryland,
 Allegany County, to wit:

I hereby certify, That on this 16th day of July

in the year nineteen hundred and Forty-Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared James H. Griffin and Carolyn Griffin, his wife, and George A. Griffin and Beulah M. Griffin, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Marcus A. Naughton, vice president of Cumberland Savings Bank of Cumberland, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said Marcus A. Naughton further made oath in due form of law that he is the Vice-President of Cumberland Savings Bank of Cumberland, Maryland.

WITNESS my hand and Notarial Seal the day and year aforesaid. George H. Tederick, Notary Public

Oct 21 1949
 City of Tompkins
 Compared and Mailed

Alston F. Price, et ux. Mortgage.
 SECOND To Cumberland Savings Bank of Cumberland, Md. Filed and Recorded July 19th 1949 at 11:55 A. M.
This Mortgage, Made this 19th day of July (Stamps 55¢)

in the year Nineteen Hundred and Forty-Nine, by and between Alston M. Price and Grace F. Price, his wife, or Allegany County, in the State of Maryland parties of the first part, and Cumberland Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, part Y of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said party of the second part in the just and full sum of Nine Hundred (\$900.00) Dollars payable one year after date with interest from date at the rate of six per cent per annum, payable monthly as it accrues.

It is agreed by and between the parties hereto that the said parties of the first part shall make payments on said indebtedness in the amount of \$20.00 per month plus interest at the rate of six per cent.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Alston M. Price and Grace F. Price, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit:

All those lots, pieces or parcels of land known and described as Lots Numbers 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, and 137, in LaVale Wonderland Addition, in Allegany County, in the State of Maryland, the same being located near the National Turnpike and about five miles west of the City of Cumberland, a plat of which addition is filed in Plat Case Box No. 55, in the office of the Clerk of the Circuit Court for Allegany County, Maryland, and a description of the courses and distances, metes and bounds of said lots is recorded in Liber 139, Folio 254, one of the land Records of Allegany County, Maryland.

It being the same property which was conveyed to Alston M. Price and Grace F. Price, his wife, by William L. Price and Josephine Price, his wife, by deed dated March 17, 1949, and duly recorded among the Land Records of Allegany County, Maryland, in Liber --- Folio ---.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Alston M. Price and Grace F. Price, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Nine Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Alston M. Price and Grace F. Price, his wife may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Alston M. Price and Grace F. Price, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Cumberland Savings Bank of Cumberland, Maryland, its successors

~~and assigns, or F. Brooke Whiting, its~~ and assigns, or F. Brooke Whiting, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Alston M. Price and Grace F. Price, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said Alston M. Price and Grace F. Price, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Nine Hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~home~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seal s of said mortgagor s.

Attest	<u>Alston M. Price</u>	(Seal)
	<u>George H. Tederick</u>	(Seal)
	<u>Grace F. Price</u>	(Seal)
	<u>George H. Tederick</u>	(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 19th day of July

in the year nineteen hundred and Forty-Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Alston M. Price and Grace F. Price, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Marcus A. Naughton, vice president of Cumberland Savings Bank of Cumberland, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said Marcus A. Naughton further made oath in due form of law that he is the Vice President of Cumberland Savings Bank of Cumberland, Maryland, and duly authorized to make this affidavit.

WITNESS MY HAND and Notarial Seal the day and year aforesaid. George H. Tederick, Notary Public

Jess W. Blank, et ux. Mortgage.
First National Bank of Mt. Savage, Md. Filed and Recorded July 19th 1949 at 2:00 P. M.
This Mortgage, Made this 12th day of July (Stamps 55¢).

in the year Nineteen Hundred and Forty-Nine, by and between Jess W. Blank and Maude T. Blank, his wife, of Allegany County, in the State of Maryland, part - of the first part, and The First National Bank of Mount Savage, Maryland, a national banking corporation, of Allegany County, in the State of Maryland, party - of the second part, WITNESSETH:

Whereas, the parties of the first part are firmly indebted unto the said The First National Bank of Mount Savage, Maryland, in the full and just sum of Six Hundred Twenty Five Dollars (\$625.00) as evidenced by their joint and several promissory note for said amount of money and of even date and tenor herewith, payable one year after date to the order of the party of the second part together with interest thereon at the rate of six per cent (6%) per annum, payable semi-annually and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said The First National Bank of Mount Savage, Maryland, its successors and ~~assigns~~ the following property, to-wit:

All that lot or parcel of ground situated on the South side of Brick Yard Row in the Town of Mount Savage, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron stake at the beginning of the deed from William A. Gunter, Trustee, to Harvey Ray Kirby and wife, dated May 31, 1929, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 160, Folio 647, and continuing thence with part of the first line of said deed (Magnetic Bearings as of original deed, dated November 24, 1919, and with Horizontal Measurements) South 36 degrees 3 minutes West 81 feet to a stake, thence parallel with the tenth line and last line of said Harvey Ray Kirby deed, North 51 degrees 46 minutes West 53 feet to a stake, thence North 36 degrees 8 minutes East 81 feet to a stake standing 73-4/10 feet on the 10th and last line of the aforesaid Harvey Ray Kirby deed and then with the remainder of said line South 51 degrees 46 minutes East 53 feet to the place of beginning, containing 1/10 of an acre, more or less.

IT BEING the same property conveyed by Harvey Ray Kirby and Bertha Kirby, his wife, to Jess W. Blank and Maud T. Bland, his wife, by deed dated May 17, 1940, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 186, Folio 538.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said the First National Bank of Mount Savage, Maryland, its successors, ~~or assigns,~~ the aforesaid sum of Six Hundred and Twenty-Five Dollars (\$625.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed
 To Mt. Savage, Md.
 July 21 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The First National Bank of Mount Savage, Maryland, its successors and assigns,

~~xxxxxx~~ or Matthew J. Mullaney, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors and assigns,

~~xxxxxx~~ the improvements on the hereby mortgaged land to the amount of at least Six Hundred and Twenty-Five Dollars (\$625.00) ~~xxxxxx~~, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors and assigns, to the extent of its ~~xxxxxx~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest
 Jess W. Blank (Seal)
 Mary T. Reagan (Seal)
 Maude T. Blank (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 12th day of July, in the year nineteen hundred and Forty-Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Jess W. Blank and Maud T. Blank, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared L. A. Fannon, cashier of the First National Bank of Mount Savage, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and he further made oath in due form of law that he is the cashier of said bank and is duly authorized to make this affidavit.

(Notarial Seal)

Mary T. Reagan,
 Notary Public

George Reaford Uhl, et ux. To
 First National Bank of Mt. Savage, Md. Filed and Recorded July 19th 1949 at 2:00 P. M.
This Mortgage, Made this 12th day of July, (Stamps \$1.65)

in the year Nineteen Hundred and Forty-Nine, by and between George Reaford Uhl and Sarah Emily Uhl, his wife, of Allegany County, in the State of Maryland, parties of the first part, and The First National Bank of Mount Savage, Maryland, a national banking corporation, of Allegany County, in the State of Maryland, part Y of the second part, WITNESSETH:

Whereas, The parties of the first part are firmly indebted unto the said The First National Bank of Mount Savage, Maryland, in the full and just sum of Fifteen Hundred Dollars (\$1,500.00) as evidenced by their joint and several promissory note for said amount of money and of even date and tenor herewith, payable, one year after date, to the order of the party of the second part, together with interest thereon at the rate of six per cent (6%) per annum, payable semi-annually and which said sum of money together with the interest thereon as aforesaid, the said parties of the first part covenant to pay as and when the same shall be due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said The First National Bank of Mount Savage, Maryland, its successors and assigns, ~~xxxxxx~~ the following property, to-wit:

All the following described lot or parcel of ground situate, lying and being in Allegany County, and described as follows, to-wit:

BEGINNING for the same at a peg standing on the South side of Foundry Row Street, in the Town of Mount Savage, Maryland, District No. 13, said peg stands at the end of a line drawn South 5 degrees 55 minutes West 160.1 feet from the end of the twelfth line of a deed from Union Mining Company to the Cumberland and Pennsylvania Railroad Company, said deed bearing date of the 19th day of September, 1907, and recorded in Liber No. 102, Folio 200, as found in the Land Records of Allegany County, and running thence from said peg with the aforesaid Foundry Row Street, North 65 degrees 24 minutes East 63.5 feet to a peg, thence South 20 degrees East 97.2 feet to a peg, thence South 66 degrees 39 minutes West 60.3 feet to a peg, thence North 21 degrees 50 minutes West 95.5 feet to the place of beginning.

IT BEING the same property conveyed by Dennis William Dyling and Esther Myrtle Dowling, his wife, to George Reaford Uhl and Sarah Emily Uhl, his wife, by deed dated March 11, 1936, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 174, Folio 369.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said The First National Bank of Mount Savage, Maryland, its successors and assigns, the ~~xxxxxx~~ aforesaid sum of Fifteen Hundred Dollars (\$1500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed
 July 21 1949
 Notary Public, Allegany Co., Md.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

The First National Bank of Mount Savage, Maryland, its successors and assigns,

or Matthew J. Mullaney, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors and

assigns, the improvements on the hereby mortgaged land to the amount of at least

Fifteen Hundred Dollars (\$1,500.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee its successors heirs or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seal s of said mortgagors.

Attest George Reaford Uhl (Seal)

Mary T. Reagan Sarah Emily Uhl (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 1st day of July,

in the year nineteen hundred and Forty-Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

George Reaford Uhl and Sarah Emily Uhl, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared L. A. Fannon, cashier of the First National Bank of Mount Savage, Maryland,

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and he further made oath in due form of law that he is the cashier of said bank and is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Mary T. Reagan,

Notary Public

Wallace R. Cunningham, et ux. Mortgage. To William L. Reinhart PURCHASE MONEY Filed and Recorded July 19" 1949 at 2:00 P. M.

This Mortgage, Made this 18th day of July

in the year Nineteen Hundred and Forty-Nine, by and between

Wallace R. Cunningham and Mildred E. Cunningham, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and William L. Reinhart

of Allegany County, in the State of Maryland,

part Y of the second part, WITNESSETH:

Whereas, the parties of the first part are firmly indebted unto the said party of the second part in the full and just sum of three thousand dollars (\$3,000.00) as evidenced by their joint and several promissory note for said amount of money and of even date and tenor herewith, payable one year after date, to the order of the party of the second part, together with interest thereon, at the rate of five per cent (5%) per annum, payable and adjustable quarterly, and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due and payable.

And the said parties of the first part further covenant that they will pay not less than \$30.00 per month on account of the principal and interest of the indebtedness hereby secured.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said William L. Reinhart, his

heirs and assigns, the following property, to-wit:

All that piece or parcel of ground situated, lying and being near "Allegany Grove", in Allegany County, Maryland, and described as follows, to-wit:

BEGINNING for the same at an iron stake standing two (2) feet on the second line of the parcel of ground conveyed by George W. Carpenter et ux to John C. Ledbetter et ux, by deed dated 13th day of March, 1948, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 219, Folio 517, said stake also stands on the North side of the National Highway, and continuing thence with the North side of said Highway (Magnetic Bearings as of July 13" 1949 and with Horizontal Measurements) North 66 degrees and 20 minutes East 60 feet to an iron stake that stands at the Southwest division corner of the property on the east, thence with said division line North 24 degrees and 56 minutes and 4 West 197 5/10 feet thence in line with an old division line fence, South 67 degrees and 4 minutes West 50.0 feet to an iron stake, it being the end of the second line of the aforesaid John C. Ledbetter parcel of ground, thence reversing said second line, just passing the Northwest corner of a Rabbit House on this parcel of ground, South 22 degrees and 38 minutes East 197-1/10 feet to the place of beginning.

IT BEING the same property conveyed by Edna Marie Browning, unmarried, and others, to Wallace R. Cunningham and wife, by deed dated the 18th day of July, 1949, and recorded among the Land Records of Allegany County, Maryland, at the same time as the recordation of these presents; said deed, though dated as above, was delivered at the same time as the delivery of this mortgage, both being part of one simultaneous transaction, the mortgage being given to secure a part of the purchase price for the property herein conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, his

executor, administrator or assigns, the aforesaid sum of Three Thousand Dollars (\$3,000.00)

together with the interest thereon, as and when the same shall become due and payable, and in

the meantime do and shall perform all the covenants herein on their part to be

performed, then this mortgage shall be void.

Oct 10
Compared and Mailed
T. Reinhart, City
July 21, 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said William L. Reinhart, his

heirs, executors, administrators and assigns, or Matthew J. Mullansy, at his, duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his

assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Dollars (\$3,000.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Attest Elizabeth Philson, Wallace R. Cunningham (Seal), Mildred E. Cunningham (Seal), Elizabeth Philson (Seal)

State of Maryland.

Allegany County, to wit:

I hereby certify, that on this 18th day of July,

in the year nineteen hundred and Forty-Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Wallace R. Cunningham and Mildred E. Cunningham, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared M. D. Reinhart, agent and attorney-in-fact for William L. Reinhart, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said M. D. Reinhart further made oath in due form of law that he is the agent and attorney in fact for William L. Reinhart, and is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid, Elizabeth Philson, (Notarial Seal) Notary Public

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Helen C. Crowe Bill of Sale
To Filed and Recorded July 16th 1949 at 11:30 A.M.

Denzel V. Crowe
IN CONSIDERATION of the sum of Four Hundred Dollars, (\$400.00) paid to me by Helen C. Crowe, I do hereby bargain and sell unto the said Helen C. Crowe the following property:
One 1939 Chrysler Sedan, bearing Motor No. C23-5687
One 1940 Chevrolet truck, bearing Motor No. _____

WITNESS my hand and seal this 15 day of July, 1949.
WITNESS: Denzel V. Crowe (SEAL)
Edw. J. Ryan

STATE OF MARYLAND: TO WIT:
COUNTY OF ALLEGANY:

I HEREBY CERTIFY, That on this 15th day of July, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Denzel V. Crowe and acknowledged the foregoing Bill of Sale to be his act and deed; and at the same time personally appeared Helen C. Crowe and made oath in due form of Law that the consideration named above is true and bona fide as above set forth.

WITNESS my hand and Notarial Seal the day and year above written.
(Notarial Seal) Edward J. Ryan, Notary Public.

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Ivan L. Mills et ux Chattel Mortgage
To Filed and Recorded July 18th 1949 at 8:30 A.M. Mortgagee
Aetna Finance Company Aetna Finance Company
Loan No. Cum 1332 7 N. Liberty St.,
Borrowers: (Last Name) Mills, Ivan L & Bonnie L. Cumberland, Md.
Addresses: 806 Maryland Ave.,
City Cumberland County Allegany State Maryland

Date of This Loan Actual Amount of This Loan First Payment Due Final Payment Due
7/15/49 \$100.00 8/11/49 7/11/50
PAYABLE: Principal and interest is payable in 12 monthly payments of \$10.05 each except final payment shall be unpaid principal and interest.
Agreed rate of charge: ---3% per month on the unpaid balance. (In the computation of interest a day shall be considered one thirtieth of a month.)

This chattel mortgage made on the date above stated, between the borrowers named above, as mortgagors (which terms shall also relate to the singular wherever appropriate) and the mortgagee named above.

Witnesseth: That in consideration of the actual amount of the loan, above stated, paid to mortgagor by mortgagee receipt of which is hereby acknowledged and for the purpose of securing the repayment of said loan with interest at the agreed rate as hereinbefore stated the mortgagors do hereby grant, sell, convey and confirm unto the said mortgagee the hereinafter described property which borrowers warrant to be their exclusive unencumbered property: To have and to hold the same unto the said mortgagee, its successors and assigns forever.

Provided, however, if the said mortgagors shall pay their note of even date in the amount

Computed and Mailed Delivery To: Helen C. Crowe July 15, 1949

In witness whereof, the mortgagors hereunto set their hands and seals the date of the chattel mortgage above set forth.

WITNESS: E.A. Sturtz Mary Miller (SEAL) Oley S. Miller (SEAL)

Acknowledgment

STATE OF MARYLAND CITY/COUNTY OF ALLEGANY TO WIT:

I HEREBY CERTIFY that on this 15th day of July, 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared Miller, Oley S. & Mary E. his wife, the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared John J. Karel Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Eugenia A. Spano, Notary Public. For Value Received, the Aetna Finance Company of Cumberland, Maryland, hereby releases the within the foregoing chattel mortgage. Witness the signature of said company by its Manager, attested by secretary this 4th day of November 1949. Attested by E.A. Sturtz Secretary Aetna Finance Company Ray White 11/16/49.

Archie A. McDonald Chattel Mortgage To Filed and Recorded July 18 1949 at 8:30 A.M. Aetna Finance Company Mortgagee Loan No. Cum 1333 Aetna Finance Company Borrowers: (Last Name) McDonald, Archie A. 7 N. Liberty St., Addresses: RFD #3 Williams Road Cumberland, Md. City Cumberland County Allegany State Maryland Date of This Loan Actual Amount of This Loan First Payment Due Final Payment Due 7/15/49 \$300.00 8/16/49 3/16/51

PAYABLE: Principal and interest is payable in 20 monthly payments of \$20.16 each except final payment shall be unpaid principal and interest. Agreed rate of charge:--3% per month on the unpaid balance. (In the computation of interest a day shall be considered one thirtieth of a month.)

This chattel mortgage made on the date above stated, between the borrowers named above, as mortgagors (which term shall also relate to the singular wherever appropriate) and the mortgagee named above.

Witnesseth: That in consideration of the actual amount of the loan, above stated, paid to mortgagor by mortgagee, receipt of which is hereby acknowledged and for the purpose of securing the repayment of said loan with interest at the agreed rate hereinbefore stated, the mortgagors do hereby grant, sell, convey and confirm unto the said mortgagee the hereinafter described property which borrowers warrant to be their exclusive unencumbered property: To have and to hold the same unto the said mortgagee, its successors and assigns forever.

Provided, however, if the said mortgagors shall pay their note of even date in the amount loaned to the mortgagor with interest at the agreed rate, payable in consecutive monthly payments stated above, on the same day of each succeeding month until the full obligation of said note is paid on the date of the final payment stated above, then this mortgage to be void, otherwise to remain in full force and effect.

Compared and Recorded To State City July 21 1949

Compared and Recorded To Federal Land Bank of Baltimore July 21 1949

The mortgagor may retain possession of the goods and chattels mentioned hereinafter as long as the payments on said note are made when due, as therein provided, and the covenants of this mortgage are fulfilled. If the mortgagor shall fail to pay any installment in payment of said note, as therein provided, or fail to perform any of the covenants hereof, then the mortgagee may take possession of said goods and chattels, as permitted by law, wherever found, and sell the same in the manner provided by law at public or private sale. From the proceeds of any such sale or foreclosure, mortgagee shall retain all moneys due mortgagee and render the balance, if any, to mortgagors.

The unpaid balance of said note, or any part thereof, plus accrued interest may at the option of the undersigned, be paid at any time.

The remedy or remedies herein accorded mortgagee shall be in addition to, and not in limitation of any other right or remedy which the mortgagee shall have.

The Mortgagor acknowledges to have received from the Mortgagee in connection with the loan herein mentioned, a statement in the English language, showing the amount and date of the loan, the maturity thereof, the nature of the security for the loan, the name and address of the Mortgagor, the name and address of the Mortgagee, the rate of interest charged and the provisions of Section 15 of Article 58A of the Uniform Small Loan Laws of Maryland.

Description of Mortgaged Property:

Make of Auto Year Body Motor Number Serial Number 1 Grey Divan, 2 Grey Chair, 1 S_lvertone Floor Radio, 2 Rocker, 1 Congoleum Rug, 1 Coal Stove, 1 Library Table, 1 Silverware, 1 Gasoline Iron, 1 Treadle Singer Sew. Mach., 1 Cabinet, 6 Chairs, 1 Wash. Mach. Maytag Gasoline, 1 Kalazoo Range, Coal & Wood, 1 Oil Stove, 1 Table, 1 Pots and Pans, 1 Linoleum, 1 Dishes, 3 Iron Beds, 2 Beds, 1 Chair, 1 Maple Chifforobe, 3 Dresser, 1 Rug, 2 Small Throw Rugs, 1 Floor Lamp, 1 Walnut Chifforobe.

In witness whereof, the mortgagors hereunto set their hands and seals the date of the chattel mortgage above set forth.

WITNESS: Geraldine Hartley Archie A. McDonald (SEAL)

Acknowledgment

STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY TO WIT:

I HEREBY CERTIFY that on this 15th day of July, 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared McDonald, Archie A. the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And at the same time, before me also personally appeared John J. Karel Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Eugenia A. Spano, Notary Public. For Value Received the Aetna Finance Company of Cumberland, Maryland, hereby releases the within the foregoing chattel mortgage. Witness the signature of said company by its Manager, attested by secretary this 27th day of October, 1949. Attested by E.A. Sturtz Secretary Aetna Finance Company Ray White Manager 10/28/49.

Federal Farm Mortgage Corporation Assignment To Filed and Recorded July 18 1949 at 8:30 A.M.

The Federal Land Bank of Baltimore Maryland ASSIGNMENT OF MORTGAGE AND NOTE #74367 KNOW ALL MEN BY THESE PRESENTS: That the Federal Farm Mortgage Corporation, the legal

holder of the note and mortgage hereinafter described, by virtue of an Act of the Congress of the United States of America, known as the Federal Farm Mortgage Corporation Act, approved January 31, 1934, as amended, for value received does hereby transfer assign and set over unto The Federal Land Bank of Baltimore, without recourse or warranties of any kind, all its right, title and interest in a certain mortgage from Charles M. Hauser unmarried, to the Land Bank Commissioner, dated December 14, 1933, and recorded among the land records of Allegany County, Maryland, in Liber LLS No. 123 folio 643, and the note therein mentioned and described and all moneys due or to become due thereon.

IN WITNESS WHEREOF, said the Federal Farm Mortgage Corporation has caused this assignment to be signed by H.S. Nelson, its Vice President, and its corporate seal to be hereto affixed and duly attested by C.J. Bockler, its Assistant Secretary, this 11th day of July, 1949.

FEDERAL FARM MORTGAGE CORPORATION

By H.S. Nelson, Vice President

(Corporate Seal)

ATTEST:

C.J. Bockler, Assistant Secretary

STATE OF MARYLAND,

CITY OF BALTIMORE, to wit:

On this, the 11th day of July, 1949 before me, Ina Murphy the undersigned officer, personally appeared H.S. Nelson, who acknowledged himself to be the Vice President of the Federal Farm Mortgage Corporation, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Notarial Seal)

Ina Murphy, Notary Public

My commission expires May 7, 1951.

1160

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Mary L. Collins et vir

Chattel Mortgage

To

Filed and Recorded July 19th 1949 at 8:30 A.M.

Family Finance Corporation

Account No. 15495

Actual Amount of This Loan \$300.00

Cumberland, Maryland, July 18, 1949.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents bargain, sell and convey to Family Finance Corporation, Second Floor, Vogel Building, 121 Balto. Street, Cumberland, Maryland, for and in consideration of a loan, receipt of which is hereby acknowledged by mortgagors in the sum of Three Hundred no/100 Dollars (\$300.00) as evidenced by a certain promissory note of even date payable in 19 successive monthly instalments of \$20.16 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest, which instalment is due and owing Twenty months from the date hereof; the personal property described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at...

in the City of...County of...State of Maryland, to wit:

Make	Model	Year	Engine No.	Factory No.	Weight	Other Identification
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All the furniture, household appliances and equipment, and all other goods and chattels now located in or about Mortgagors' residence at 507 South St., in the City of Cumberland, County of Allegany Maryland,

1,3-piece living room suite, 1 linoleum rug, 1 floor lamp, 1 table, 1 studio couch, 1 heatrola, 1 rocker chair, 1 linoleum rug, 1 heatrola, 5 chairs, 1 Prima electric washer, 1 Leader Stove, 116RX, 1 table, 1 kitchen cabinet, 1 stand, 2 metal beds, 1 single bed, 1 metal bed, 1 chest of drawers, 1 single bed, 1 chest of drawers, 2 linoleum rugs, 1 Franklin sewing machine 153987.

--including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments, and household goods of every kind and description now located in or about the Mortgagors' residence indicated above.

TO HAVE AND TO HOLD all and singular, the said personal property unto said Mortgagee, its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property, and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part thereof, except None.

PROVIDED, NEVERTHELESS that if the Mortgagors shall well and truly pay unto the said Mortgagee the said sum as above indicated, the actual amount of money lent and paid to the undersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

It is further agreed and understood that if the Mortgagee so requires, the security shall be kept insured at the expense of the Mortgagors during the term of this Mortgage.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagors at their last known address, notifying them that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or

Compared and Mailed Below
To: Mr. C. J. Bockler
July 21, 1949

other action it may deem necessary against such motor vehicle or against such other personal property without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

If this mortgage includes a motor vehicle the mortgagors covenant that they will at their own cost and expense procure such insurance of the property as may be legally required by the mortgagee in a reasonable amount and with an insurance company duly qualified to act in this state; such insurance to name the mortgagee as co-insured or shall have attached to the policy or policies a mortgagee loss payable clause, and keep such insurance in effect for the duration of this mortgage. Said policies and the certificates thereof shall be delivered to the mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns, the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).
WITNESS Wm. F. Smouse Mary I. Collins (Seal)
Her right Thumb Print
WITNESS B. E. Bittner Russell J. Collins (Seal)

STATE OF MARYLAND CITY/COUNTY OF Cumberland-Allegany TO WIT:

I HEREBY CERTIFY that on this 18 day of July, 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared Mary I. Collins and Russell J. Collins (Her Husband) the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And at the same time before me also personally appeared B. E. Bittner Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.
(Notarial Seal) Wm. F. Smouse, Notary Public.
My commission expires May 7, 1951.

Compared and Mailed to Home Building and Loan Association, Inc. To: H. Richards, 2119 1/2 St. July 21, 1949

Charles George Genevie et ux Mortgage

To Filed and Recorded July 19th 1949 at 8:35 A.M.

Home Building and Loan Association, Incorporated

THIS PURCHASE MONEY MORTGAGE, Made this 18th day of July in the year Nineteen Hundred and Forty-Nine by and between Charles George Genevie and Dorothy Lee Genevie, his wife, of Allegany County in the State of Maryland, parties of the first part, hereinafter called mortgagors, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagee has this day loaned to the said mortgagors, the sum of Fifty-Five Hundred Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent (6%) per annum, in the manner following:

By the payments of Fifty-Five Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the North side of the National Highway leading from Cumberland to Frostburg, and about six miles West of Cumberland, in Allegany County, State of Maryland, near which is known as the "Six Mile House" and more particularly described as follows, to-wit:

BEGINNING for the same at an iron pipe stake that stands North 79 degrees and 5 minutes West 163-5/10 feet from the Southwest corner of said "Six Mile House" and continuing thence (Magnetic bearings as of January 21, 1948, and with horizontal measurements) parallel to and 33 feet from the middle of the present National Highway and with the Northerly side thereof North 71 degrees and 45 minutes West 300 feet to an iron pipe stake, thence at right angles to said National Highway, North 18 degrees and 15 minutes East 365 feet more or less until it intersects the division line of the "Six Mile House Farm", then with the approximate division line South 69 degrees East 300 feet more or less until it intersects a line drawn North 18 degrees and 15 minutes East from the beginning of this parcel of ground, thence reversing said line South 16 degrees and 15 minutes West 350 feet more or less to the beginning, containing 2-1/2 acres, more or less. This being the same property which was conveyed by George L. Longerbeam unmarried, Katharine Beveridge and Paul Beveridge, her husband, Helene Keller and Ross Keller, her husband, Mary Jane Keeth and Charles J. Keeth, her husband, unto the said Charles George Genevie and Dorothy Lee Genevie, his wife, by deed dated January 29, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber 223, Folio 131.

It is covenanted and agreed by the parties hereto that the money loaned this day and secured by this mortgage will be used for the construction of a concrete block business property of one story, 52 by 40 feet, according to plans and specifications submitted by the mortgagors, and that the proceeds of the loan secured by this mortgage will be disbursed upon completion of the said building, conditional upon the funds being sufficient to pay all labor and material costs for the construction of the same. This is a purchase money mortgage for the purpose stated above.

Also conveyed herein is all the restaurant, kitchen, and dining room equipment situated in the above building.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein, free of all liens and encumbrances, except for this mortgage herein and do covenant that they will execute such further assurances as may be requisite.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto the said mortgagee its successors and assigns, forever, provided that if the said mortgagors, their heirs executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, than this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors, or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized, and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

AND the said mortgagors, their heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum of Fifty-Five Hundred--Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid or any part thereof that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition or repair the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver,

er, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the mortgagee's written consent then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

WITNESS the hand and seal of the said mortgagors.

Attest:

Joan B. Ghost
Joan B. Ghost

Charles Geo. Genevie (Seal)
Dorothy Lee Genevie (Seal)

STATE OF MARYLAND,
ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 18th day of July, in the year nineteen hundred and forty-Nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles George Genevie and Dorothy Lee Genevie his wife, the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Richards, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Joan B. Ghost, Notary Public.

Compared and Mailed Delivered
To
6/17/49
SMA
1 Jul 49

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Bill of Sale

John A. Mathews, et al

To Filed and Recorded July 19th 1949 at 10:40 A.M.

Helen C. Mathews

THIS BILL OF SALE, Made this 20th day of May, 1949, by and between John A. Mathews, of Arlington, Arlington County, Virginia, Hume Mathews, of York, York County, Pennsylvania and Savilla Mathews Allnutt, of Washington District of Columbia parties of the first part, and Helen C. Mathews, of Cumberland, Allegany County, Maryland, party of the second part,

WITNESSETH, that for and in consideration of the sum of One Hundred Forty-Seven Dollars and Eighty-five Cents (\$147.85) the receipt of which is hereby acknowledged, the parties of the first part do hereby give, grant, assign and transfer unto the party of the second part, her personal representatives and assigns, the following personal property:
1 Glass Top Table, 1 Armchair, 1 8 x 10 Rug, 1 Coffee Table, 1 Magazine Rack, 1 Cabinet Radio, 1 Portable Radio, 1 Radio Speaker, 1 Living Room Rug - 9 x 12, 1 Electric Sweeper, 1 Pedestal (Wood) 1 Desk Lamp, 1 9 x 12 Rug, 1 Kitchen Stove (Gas), 1 Electric Refrigerator, 1 Singer Sewing Machine,

1 "Zenith" Radio, 1 General Electric Record Player, 1 Lot of Records, 1 Bed and Springs (Walnut)
 1 Chest of Drawers (Walnut) 1 Vanity Dressing Table and Stool (Walnut) 1 Bureau (Walnut) 1 Small
 Rocker, 1 Straight Back Chair, 1 9 x 12 Rug, 1 Violin and Case, 3 Pcs. Living Room Furniture,
 1 Bureau (Green) 25 Ft. Garden Hose and Reel, 1 Lawn Mower, 1 Lot Garden Tools, 2 1/4 H.P. Motors
 1 Work Bench Vise, 1 Hand Grass Clipper, 1 Arbor and Grinding Wheels, Miscellaneous Pipe and Hand
 Wrenches, 3 Saws, 2 Pr. Hedge Shears, 1 Lot Wood Clamps, 2 Shovels, 2 Pr. Priming Shears, 1 Lawn
 Sickle, 1 Porch Glider

TOGETHER with all other personal property located in and about that property known as No. 630
 Hill Top Drive, Cumberland, Allegany County, Maryland, as of this date.

TO HAVE AND TO HOLD the abovegranted property unto the said party of the second part, her
 personal representatives and assigns, to her own use absolutely, forever.

WITNESS our hands and seals.

WITNESS:

Norma F. Vest

John A. Mathews (Seal)

Robert W. Hocke

Hume Mathews (Seal)

Benjamin Golden NPDC

Savilla Mathews Allnutt (Seal)

Saville Mathews Allnutt

District of Columbia TO WIT:

I HEREBY CERTIFY, THAT on this 7th day of July, 1949, before me, the subscriber, a Notary
 Public of the State of Virginia, in and for the District of Columbia/aforsaid, personally appeared
 John A. Mathews, Vendor, and acknowledged the foregoing Bill of Sale to be his act and deed.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

James M. Mason, Notary Public

My commission expires: January 31st, 1954.

Washington, D.C.

I HEREBY CERTIFY, That on this 1st day of July, 1949, before me, the subscriber, a Notary
 Public of the District of Columbia in and for the County aforsaid, personally appeared Saville
 Mathews Allnutt, (Saville Mathews Allnutt) Vendor, and acknowledged the foregoing Bill of Sale to
 be her act and deed.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Benjamin Golden, Notary Public.

My commission expires: Oct. 15, 1950.

STATE OF PENNSYLVANIA,

YORK COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 17th day of May, 1949, before me, the subscriber, a Notary
 Public of the State of Pennsylvania in and for the County aforsaid, personally appeared Hume
 Mathews, Vendor, and acknowledged the foregoing Bill of Sale to be his act and deed.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Robert W. Hocke, Notary Public

My commission expires: February 1st 1953

STATE OF MARYLAND,

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 16th day of July, 1949 before me, the subscriber, a Notary
 Public of the State of Maryland, in and for the County aforsaid, personally appeared Helen C.
 Mathews, Vendee in the foregoing Bill of Sale, and made oath in due form of law that the consid-
 eration therein set forth is true and bona fide.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Maxine Wilmot, Notary Public.

Paul S. Sullivan et ux

Mortgage

To Filed and Recorded July 19th 1949 at 2:30 P.M.

The Commercial Savings Bank of Cumberland, Maryland.

THIS MORTGAGE, Made this 19th day of July in the year nineteen hundred and forty nine, by
 and between Paul S. Sullivan, and Regina L. Sullivan, his wife, of Allegany County, State of Mary-
 land, a corporation duly incorporated under the laws of Maryland, of the second part, Witnesseth:

Whereas, the said parties of the first part are justly and bona fide indebted unto the said
 The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of Six Thousand
 (\$6,000.00) Dollars, for which they have given their promissory note of even date herewith,
 payable on or before one year after date with interest at the rate of 5% per annum, in monthly
 payments on the principal and interest of not less than Seventy Five (\$75.00) Dollars, interest
 to be calculated monthly and the monthly payment first applied to interest and then to reduction
 of principal, interest for the following month to be calculated on the principal as so reduced.

NOW, THEREFORE, in consideration of the premises, and in order to secure the prompt payment
 of the said indebtedness at the maturity thereof, together with the interest thereon, payable as
 aforesaid, the said parties of the first part do bargain, sell, give, grant, convey, release and
 confirm unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors and assigns
 the following property, to-wit:

All that lot or parcel of ground being part of Lot No. 37 as shown on the map of Edgewood
 Park Addition to Cumberland, Maryland, and recorded in Plat Box No. 106 of the Land Records of
 Allegany County, Maryland, which said part of Lot No. 37 is more particularly described as follows
 to-wit:

Beginning for the said lot at a point on the Westerly side of Holland Street distant North
 17 degrees 14 minutes East 70 feet from the intersection of the Westerly side of Holland Street
 with the Northerly side of Elmwood Lane, and running thence with the Westerly side of Holland
 Street, South 17 degrees 14 minutes West 70 feet to the aforesaid corner of Holland Street and
 Elmwood Lane; thence with the Northerly side of Elmwood Lane, North 64 degrees 18 minutes West
 62.73 feet; thence North 25 degrees 42 minutes East 69.23 feet, more or less to intersect a line
 drawn North 64 degrees 18 minutes West from the point of beginning; thence reversing said inter-
 secting line, South 64 degrees 18 minutes East to the point of beginning.

Being the same property conveyed by John G. M. Ritter et ux to Paul S. Sullivan et ux
 by deed of even date herewith and to be recorded among the Land Records of Allegany County, Mary-
 land, this mortgage being given to secure part of the purchase price for said property. Reference
 to said deed is hereby made for a further description.

TO HAVE AND TO HOLD the above described property unto the said The Commercial Savings Bank
 of Cumberland, Maryland, its successors or assigns, together with the buildings and improvements
 thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging
 or in any wise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors administrators
 or assigns, do and shall pay or cause to be paid to the said The Commercial Savings Bank of
 Cumberland, Maryland, its successors or assigns, the aforesaid sum of Six Thousand (\$6,000.00)
 dollars and the interest thereon according to the true intent and meaning of the promissory note

aforesaid as the same shall fall due and become payable.

--and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest here- by intended to be secured; all which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply--first:--To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Six Thousand (\$6,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hands and seals of said mortgagors.

ATTEST: William C. Dudley Paul S Sullivan (Seal) Regina L. Sullivan (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 19th day of July in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Paul S. Sullivan and Regina L. Sullivan his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath

that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

I, witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

William C. Dudley, Notary Public.

John Herbert Martin Chatel Mortgage To Filed and Recorded July 20 1949 at 8:30 A.M.

The Fidelity Savings Bank of Frostburg, Allegany County, Md.

CHATTEL THIS PURCHASE MONEY/MORTGAGE Made this 18th (eighteenth) day of July in the year 1949, by and between John Herbert Martin of Allegany County, Maryland, hereinafter called the mortgagor, and the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation, hereinafter called the mortgagee,

WITNESSETH:

Whereas, the said mortgagor is indebted unto the said mortgagee in the full sum of Nine Hundred forty-five 29/00 Dollars (\$945.29) which is payable in installments according to the tenor of his promissory note of even date herewith for the sum of \$945.29, payable to the order of said bank.

Now, therefore, in consideration of the premises and of the sum of One Dollar (\$1.00) the said mortgagor does hereby bargain and sell unto the said mortgagee the following described property, to-wit:

One 1949 Dodge panel delivery truck, Model B1B, serial no. 821 127 54, engine number T142-933 28

Provided that if the said mortgagor shall pay unto the said mortgagee the aforesaid sum of \$945.29 Dollars with interest as aforesaid, according to the terms of said promissory note, then these presents shall be and become void.

But in case of default in the payment of the mortgage debt aforesaid, or of the interest thereon or in any installment in whole or in part or in any covenant or condition of this mortgage or any condition or provision of said note, then the entire mortgage debt intended to be secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee may take immediate possession of said property and the said mortgagee, its successors and assigns, or Albert A. Doub, its, his or their constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much as may be necessary at public auction in the City of Frostburg, Maryland, upon giving at least ten (10) days' notice of the time, place and terms of sale by handbills in Frostburg, Maryland, or in some newspaper published in the City of Cumberland, Maryland, for cash, and the proceeds of said sale shall be applied first to the payment of all expenses of said sale, including a commission of five per cent (5%) to the party making said sale, and second, to the payment of said debt and the interest due said mortgagee, and the balance, if any, to be paid to the said mortgagor.

The mortgagor does further covenant and agree that pending this mortgage the motor vehicle hereinbefore described shall be kept in a garage situated at 102 Walnut Street, Frostburg in Allegany County, Maryland, except when actually being used by the said mortgagor, and that the place

To: Mortgagee: Fidelity Savings Bank of Frostburg, Md. July 20 1949

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

William H. Buckholtz, Notary Public.

William H. Barber Mortgage

To Filed and Recorded July 21st 1949 at 10:30A.M.

The Fidelity Savings Bank of Frostburg, Allegany County, Maryland. (Stamps \$1.10)

THIS MORTGAGE, Made this 20th day of July in the year Nineteen Hundred and Forty Nine by and between William H. Barber, single, of Allegany County in the State of Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee,

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, herein, in the full sum of Twelve Hundred Fifty and 00/100 Dollars (\$1,250.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of Twenty Five and 00/100 Dollars (\$25.00) commencing on the 20th day of August, 1949 and on the 20th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner, paid, shall be due and payable on the 20th day of July, 1954. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said William H. Barber does hereby give, grant, bargain and sell, convey, transfer release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL THAT PIECE or parcel of land situate, lying and being in Allegany County and State of Maryland, and being a part of Military Lot Number 3682, which parcel hereby conveyed is particularly described as follows, to-wit:-

BEGINNING for the same at a black Oak tree standing at the end of the third line of said lot and running thence with said line reversed South 85 degrees East 46 perches, thence South 5 degrees West 20 perches to a stake standing South 11 degrees East 7 feet from a sugar tree marked with five notches thence North 85 degrees West 46 perches to the fourth line of said lot thence by a straight line to the beginning, containing five and three-fourths (5-3/4) acres, more or less.

BEING THE SAME property which was conveyed to the said William H. Barber by deed from James Barber and Nettie Barber his wife, dated June 5, 1944, and recorded in Liber No. 199, folio 612, among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,

privileges and appurtenances therunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the abovescribed lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be made in the manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Hundred Fifty and 00/100 (\$1,250.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty

Compared and Mined Deposits
To: *W. H. Barber*
Date: *July 27, 1949*

days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment or in any other manner, without the mortgagee's written consent or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: Rachel Knieriem

William H. Barber (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY, That on this 20th day of July in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland and for said County, personally appeared William H. Barber, single, and acknowledged the foregoing mortgage to be his act; and at the same time, before me also personally appeared William B. Yates, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Rachel Knieriem, Notary Public.

Delbert C. Leese Sr. et ux

Chattel Mortgage

To Filed and recorded July 21st 1949 at 8:30 A.M.

Frostburg National Bank

THIS CHATTEL MORTGAGE, Made this 20th day of July, 1949 by and between Delbert C. Leese, Sr. and Martha J. Leese, his wife, of Allegany County, Maryland, parties of the first part, hereinafter called the Mortgagor, and Frostburg National Bank a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Four Hundred Twenty-three and 67/100 Dollars (\$423.67) which is payable with interest at the rate of six per cent (6%) per annum in 10 monthly installments of Forty-two and 37/100 Dollars (\$42.37) payable on the 20th day of each and every calendar month said installments including principal and interest as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at 51 Water Street, Frostburg, Allegany County, Maryland:

1947 Plymouth Sedan, Engine No. P15-345214, Serial No. 11693426.

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the Mortgagor shall attempt to sell, dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or W. Earle Coby, its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of Four Hundred and 00/100 Dollars (\$400.00), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to insure

Compared and Mailed
To Mrs. Leese
9-22-49

he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Daisy V. Aldridge, Notary Public.

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Oberlin T. Chaney et ux

Mortgage

To Filed and Recorded July 21st 1949 at 12:15 P.M.

Western Maryland Building and Loan Association, Inc, Cumberland, Maryland.

(Stamps \$4.40)

This Mortgage made this 21st day of July, in the year nineteen hundred and forty-nine by and between Oberlin T. Chaney and Mildred H. Chaney his wife, of Allegany County and the State of Maryland, parties of the first part and the Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part,

Witnesseth:

Whereas, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of Four Thousand (\$4,000.00) Dollars, on Forty (40) Shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sum of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW, THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

FIRST: All that tract of land being part of a tract called "Walnut Level" and beginning at a stake at the end of the third line of that part of "Walnut Level" conveyed by Curtin M. Graham and Sarah Wright to Thomas A. Evans, it being also at the northeast corner of the said Evans' Lot, and running thence reversing said third line, West five hundred twenty-eight (528) feet to an old fence, and with it North ten (10) degrees West thirty-one (31) feet, then East five hundred forty-two (542) feet to the county road, and with it by a straight line to the beginning. Containing three eighths of an acre.

SECOND: All that part of "Walnut Level," beginning at a stake standing on the west side of the county road, and at the northeast corner of that lot or parcel of "Walnut Level" sold by Curtin M. Graham and Sarah Wright to Patrick Dougherty, it being the end of the third line of the said Dougherty lot, and running thence reversing said third line West five hundred fifteen (515) feet to an old stone fence, and with it North ten (1) degrees West thirty-

one (31) feet, thence East five hundred twenty-eight (528) feet to the county road, and with said road by a straight line to the beginning.

IT being the same property which was conveyed by Alexander W. Densmore, et ux to Oberlin T. Chaney et ux by deed dated August, 14, 1948, and recorded in Deeds Liber 222, folio 14, among the Land Records of Allegany County, Maryland.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto, belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns forever in fee simple.

PROVIDED, HOWEVER, that if the said parties of the first part make or cause to be made the payments, and perform and comply with the covenants conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of Four Thousand (\$4,000.00) Dollars with Six (6) per cent interest thereon, payable in 139 monthly payments of not less than \$40.00 each, on or before the 18th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 18th day of October, 1949 at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 18th day of April, 1961.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said part of the first part do further covenant to insure forthwith and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand (\$4,000.00) Dollars, . And to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, to insure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED, that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or William R. Carscaden, its, or their duly constituted attorney, to sell the property hereby mortgaged for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission

of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test: Oberlin T. Chaney (Seal)
Maxine Wilmot Mildred H. Chaney (SEAL)

STATE OF MARYLAND
ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY THAT, on this 21st day of July, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Oberlin T. Chaney and Mildred H. Chaney his wife, and each acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared William R. Carscaden an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth; and the said William R. Carscaden did further in like manner make oath that he is the assistant secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this --day of July, 1949.

(Notarial Seal) Maxine Wilmot, Notary Public.

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Ada M. Kaufman Flettermen et vir Mortgage

To Filed and Recorded July 21st 1949 at 9:10 A.M.

Western Maryland Building and Loan Association, Inc., Cumberland, Maryland. (Stamps \$1.65)

THIS MORTGAGE, Made this 20th day of July, in the year nineteen hundred and forty-nine by and between Ada M. Kaufman Flettermen and Gerald G. Flettermen, her husband, of Allegany County and the State of Maryland, parties of the first part and the Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part,

Witnesseth:

Whereas, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of One Thousand Six Hundred (\$1,600.00) Dollars on Sixteen (16) Shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants conditions and agreements herein mentioned, on the part of the said parties of the first part

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW, THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

ALL that lot or parcel of ground situated on the Northerly side of Independence Street in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to wit:

BEGINNING at a point on the Northerly side of Independence Street at the southwest corner of the lot conveyed by George N. Brockley and wife to George O. Gorsuch by deed dated October 3, 1908 and recorded in Liber No. 103 folio 633, of the Land Records of Allegany County, said beginning point being also South 67 degrees 20 minutes East 53.8 feet from the northwest corner of the brick foundation of the house standing at the Southeast corner of Independence Street and Schermessers Alley, and running thence with the Northerly side of Independence Street, North 36 degrees 20 minutes West 43-1/3 feet to Katherine Kolb's Lot; thence with an old division fence, North 54 degrees 50 minutes East 95 feet, then South 37 degrees East 36 -1/2 feet to the Northwest corner of said Gorsuch lot, and with said lot, South 50-1/2 degrees West 95.6 feet to the beginning.

IT being the same property which was conveyed by George L. Carney, et ux to Ada M. Kaufman by deed dated December 9, 1946, and recorded in Deeds Liber 212, folio 549, among the Land Records of Allegany County, Maryland. The said Ada M. Kaufman intermarried with Gerald G. Flettermen.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED, HOWEVER, that if the said parties of the first part make, or cause to be made the payments and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns the principal sum of One Thousand Six Hundred (\$1,600.00) Dollars with six (6) per cent interest thereon, payable in 60 monthly payments of not less than \$30.94 each, on or before the 20th day of each month, hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 20th day of August, 1949, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 20th day of July, 1954.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become due and payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Six Hundred (\$1,600.00) Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, to insure

Compared and Mailed Delivered
To Mortgage Clerk
July 21st 1949

to the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED, that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or William R. Carscaden, its or their duly constituted attorney, to sell the property hereby mortgaged for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns, hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test: Maxine Wilmot Ada M. Kaufman Fletterman (Seal) Gerald J. Fletterman (Seal)

STATE OF MARYLAND ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY THAT on this 20th day of July, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Ada M. Kaufman Fletterman and Gerald J. Fletterman, her husband, and each acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared William R. Carscaden, an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth; and the said William R. Carscaden further in like manner, make oath that he is the assistant secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, this --day of July, 1949. (Notarial Seal) Maxine Wilmot, Notary Public.

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Samuel T. Headley et ux Mortgage To Filed and Recorded July 22nd 1949 at 9:00 A.M. George R. Hughes, Trustee

THIS MORTGAGE, Made this 20th day of July, in the year Nineteen Hundred and forty-nine by and between Samuel T. Headley and Lucy Alma Headley, his wife, hereinafter called Mortgagors which expression shall include their heirs, personal representatives successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and George R. Hughes Trustee, hereinafter called Mortgagee, which expression shall include his heirs, personal representatives successors and assigns, where the context so requires or admits of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS: The said Mortgagors are justly and bona fide indebted unto the said Mortgagee, in the full sum of Three Hundred Fifty Dollars (\$350.00) which said indebtedness together with the interest thereon at the rate of Six Per Centum (6%) per annum, is to be repaid within three (3) years from the date hereof. The said Mortgagors do hereby covenant and agree to make payments of not less than Twelve Dollars (\$12.00) each month, on account of the principal indebtedness and interest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

The said monthly payments of not less than Twelve Dollars, (\$12.00) each as above provided, shall also include the payments on another certain Mortgage from the said Mortgagors to the said George R. Hughes, Trustee dated June 18, 1949, and duly recorded among the Mortgage Records of Allegany County.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All those lots or parcels of ground known and designated on the Plat of the Humbird Land and Improvement Company's Addition to South Cumberland as Lot No. 619 and the easterly part of Lot No. 618, located on the northerly side of Roberts Street and more particularly described as as follows:

Beginning on the northerly side of Roberts Street at a point fifteen feet from the end of the first line of Lot No. 617 and running thence with the northerly side of said Roberts Street, South 53-1/2 degrees East 45 feet, then North 36-1/2 degrees East 84 feet to the southerly side of the right of way of the Western Maryland Railroad, then with the southerly side of said right of way in a westerly direction 45 feet, then South 36-1/2 degrees West 84 feet to the place of beginning.

It being part of the same property which was conveyed unto the said Mortgagors by James Alfred Avirett, unmarried by deed dated September 13, 1941, and recorded in Liber 191, folio 305 one of the Land Records of Allegany County, Maryland.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 93 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto. TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Mortgagors shall pay to the said Mortgagee the aforesaid Three Hundred Fifty Dollars (\$350.00), and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

Compared and Mailed Delivered To Geo. Hughes, Trustee July 22, 1949

sale shall be applied first to the payment of all expenses of said sale, including a commission of five per cent (5%) to the party making said sale, and second, to the payment of said debt and the interest due said mortgagee, and the balance, if any, to be paid to the said mortgagor.

The mortgagor does further covenant and agree that pending this mortgage the motor vehicle hereinbefore described shall be kept in a garage situated at Zihlman (R.F.D. 2 Frostburg) in Allegany County, Maryland, except when actually being used by the said mortgagor, and that the place of storage shall not be changed without the consent in writing of the said mortgagee.

Said mortgagor agrees to insure said property forthwith and pending the existence of this mortgage to keep it insured and in some company acceptable to the mortgagee in the sum of \$1,000.00 and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of fire to inure to the benefit of the mortgagee to the extent of its lien or claim thereon and to place such policy forthwith in the possession of the mortgagee.

Witness the hand and seal of said mortgagor on this 21st day of July, in the year 1949.

ATTEST:

Ralph M. Race

John Ervin Blank (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY that on this 21st day of July, 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, aforesaid, personally appeared John Ervin Blank the within named mortgagor, and acknowledged the foregoing mortgage to be his act and at the same time before me personally appeared William B. Yates, Treasurer, of the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the Treasurer and agent for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

(Notarial Seal)

Ralph M. Race, Notary Public.

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Frostburg National Bank

Deed of Partial Release

To.

Filed and Recorded July 25th 1949 at 10:30 A.M.

Pearl Engle Close et vir

THIS DEED OF PARTIAL RELEASE, Made this 22d day of July, 1949, by and between Frostburg, National Bank, a national banking corporation under the laws of the United States of America, party of the first part, and Pearl Engle Close and James H. Close, her husband, of Allegany County, Maryland, parties of the second part.

WHEREAS, by mortgage dated November 26, 1941, and recorded among the Mortgage Records of Allegany County, Maryland, in Liber No. 160, folio 647, from the parties of the second part to the party of the first part, the parties of the second part conveyed the premises therein mentioned and described (of which the property hereinafter mentioned is a part) to secure the indebtedness therein mentioned, and

WHEREAS, the parties of the second part have requested the party of the first part

to release the said property hereinafter mentioned and described from the lien of said mortgage and the party of the first part has agreed to do so.

NOW, THEREFORE, THIS DEED OF PARTIAL RELEASE WITNESSETH: That for and in consideration of the premises and the sum of One Dollar (\$1.00) receipt whereof is hereby acknowledged, the party of the first part does hereby release, grant and convey unto the parties of the second part, their heirs and assigns, free and clear of the lien of the aforesaid mortgage, all that lot, piece or parcel of ground situated on the southwesterly side of the National Highway (U.S. Route 40) at Sand Springs, in the Town of Frostburg, Allegany County, Maryland, being part of the tract which originally was conveyed to William Bepler by the Jordan Mining Company by deed dated May 1, 1872, and recorded in Liber No. 36 folio 643, of the Land records of Allegany County, Maryland, and which originally was conveyed to Harry Bepler by the Jordan Mining Company by deed dated December 1, 1872 and recorded in Liber 69, folio 652, of the said Land records, and more particularly described as follows (Magnetic Meridian as of July 7, 1949, run with vernier readings and horizontal distances being used throughout):

BEGINNING for the same at or about the end of the first line of the Harry Bepler tract, as aforesaid, said point being at the intersection of the southwesterly side of the National Highway with the northwesterly side of Wenck Lane and at the end of sixteen and seventy-six hundredths feet on a line drawn South eighty-two degrees forty-seven minutes West from a copper plug embedded in the outside edge of the concrete shoulder of the aforesaid National Highway (said copper plug being Station No. 10 on the City of Frostburg's water line survey and being near the center line of the aforesaid Wenck Lane) and running thence from said beginning point with the northwesterly side of the Wenck Lane and with or about with the second line of the aforesaid Harry Bepler, tract, South sixty-five degrees thirty minutes West three hundred and seventy-six and sixty hundredths feet to a fence post standing at the northeast intersection of an alley, thence with said alley and with or about the third line of the aforesaid Harry Bepler tract and part of the third line reversed of the William Bepler tract, North thirty-three degrees twenty minutes West two hundred and forty-nine and sixty hundredths feet to a fence post, thence across the whole of the William Bepler tract, North fifty-three degrees ten minutes West three hundred seventy four and seventy hundredths feet to a fence post standing at or about the end of two hundred and forty-nine and sixty hundredths feet on the first line of the aforesaid William Bepler tract, said fence post being also at the end of sixty-six and ninety-two hundredths feet on a line drawn South twenty-six degrees forty-two minutes East from a copper plug embedded in the outside edge of the concrete shoulder of the aforesaid National Highway (said copper plug being Station No. 8 on the aforesaid water line survey and being at the center of the highway bridge over Sand Spring Run) and running thence with said National Highway and with or about the first line reversed of the aforesaid William Bepler tract and the first line of the aforesaid Harry Bepler tract, South thirty-two degrees fifty-two minutes East three hundred twenty-nine and sixty hundredths feet to the beginning; containing two and forty-nine hundredths acres, more or less.

The aforesaid property intended to be conveyed is a part of that property which was conveyed to the parties of the second part by William A. Gunter, et al., Trustees, by deed dated August 10, 1938, and recorded in Liber No. 181, folio 343, of the Land records of Allegany County, Maryland, reference to which deed and the aforesaid original Bepler deeds being hereby made for a more particular description of the same.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto the said Pearl Engle Close and James H. Close her husband, as tenants by the entireties their heirs and assigns, forever in fee simple, in the same manner as if said mortgage had never been written.

THE lien of said mortgage is hereby specifically reserved to any and all other property

Compared and Mailed February 1954
To the Clerk of the Court
July 19 1949

mentioned and described therein and not hereby hereby specifically conveyed; it being the intention of this instrument to release only that part of the aforesaid mortgaged property which the parties of the second part desire to convey to Charles C. Schramm and Phoebe Schramm, his wife, by deed dated July 20, 1949, and intended to be recorded among the Land Records of Allegany County, Maryland.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be signed hereto by its President, and its corporate seal affixed, duly attested by its Cashier, the day and year first above written.

(Corporate Seal)

FROSTBURGNATIONAL BANK

ATTEST: F. Earl Kreitzburg,
Cashier

By William E. Jenkins,
President

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, THAT on this 22d day of July, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William E. Jenkins, President of Frostburg National Bank, and acknowledged the foregoing Deed of Partial Release to be the corporate act and deed of said Bank; and the said William E. Jenkins also made oath in the form of law that he is the President of said Frostburg National Bank and duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ruth M. Todd, Notary Public.

Bernie Smith

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Chattel Mortgage

To Filed and Recorded July 25" 1949 at 8:30 A.M.
National Discount Corporation

THIS CHATTEL MORTGAGE, Made this 16th day of July, 1949 by Bernie E. Smith, Mortgagor, and National Discount Corporation, Mortgagee.

Loan Computation: WHEREAS, the said Mortgagor is indebted unto the said Mortgagee in the full sum of Three Hundred Fifty Six and 17/100 Dollars which said sum the said Mortgagor has agreed to repay in Eleven consecutive Mo. installments of Twenty Nine and 68/100 Dollars and One Final installment of Twenty Nine and 69/100 Dollars, all of which is evidenced by a promissory note of the said Mortgagor, written on the collateral form of note of the said Mortgagee, and to secure the payment of said sum, it was agreed that this mortgage be executed.

Interest	\$ 21.37	
Service Charge	\$ 14.25	
Insurance	\$ 43.50	
Recording Fees	\$ 2.05	
To Maker	\$275.00	
.....	\$.....	
Total Loan	\$356.17	

NOW, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00) the said Mortgagor does hereby bargain and sell unto the said Mortgagee, their assigns, the following property, together with equipment and accessories:

Year Model	Make	Body Type	Motor No.	Serial No.
1938	Pontiac	4 Door Sedan	AC38918MD	6DA48819

IN TESTIMONY WHEREOF, witness the hand and seal of the said Mortgagor.
WITNESS J. H. Snyder

Bernie Smith (Seal)
Ridgeley, W Va.

STATE OF MARYLAND, CUMBERLAND to wit:

I HEREBY CERTIFY That on this 16 day of July, in the year one thousand nine hundred and Fourty Nine before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Bernie Smith the Mortgagor named in the foregoing Mortgage and I acknowledged the foregoing Mortgage to be my act. At the same time also appeared J. H. Snyder, Agent of the National Discount Corporation, the within-named Mortgagee, and made oath in the form of law that the consideration set forth in said mortgage is true and bona fide as herein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

William H. Buckholtz, Notary Public.

Guy M. Davis et ux

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Chattel Mortgage

To

Filed and Recorded July 25" 1949 at 3:40 P.M.

The Liberty Trust Company

(Stamps \$13.20)

THIS CHATTEL MORTGAGE, Made this 21st day of July, 1949, by and between Guy M. Davis, and Marie Elizabeth Davis, his wife, both of Cumberland, Maryland, hereinafter called Mortgagors, and The Liberty Trust Company, a corporation duly incorporated under the laws of the State of Maryland, hereinafter called Mortgagee, WITNESSETH:

WHEREAS, said Mortgagors are justly indebted unto said Mortgagee in the full and just sum of Twelve Thousand Dollars (\$12,000.00) all payable within twenty-one months from the date hereof in seventeen monthly installments of Six Hundred Sixty-six Dollars and Sixty-Six Cents (\$666.66) each, with a final monthly installment of Six Hundred Sixty-Six Dollars and Seventy-eight Cents (\$666.78) the first of said monthly installments to be due at the end of four months from the date hereof, and the remaining installments to be due at the end of each succeeding month, until said entire sum of Twelve Thousand Dollars (\$12,000.00) has been paid to said Mortgagee, together with interest at the rate of six per centum (6%) per annum, the first interest payment on the whole loan to be due at the end of four months from the date hereof, and subsequent interest payments on the unpaid balances of said loan to be due at the end of each succeeding month until said loan is paid in full, as is evidenced by the promissory note of said Mortgagors of even date and tenor herewith, for said indebtedness, together with interest as aforesaid, which said indebtedness and interest said Mortgagors hereby covenant to pay to the said Mortgagee as and when the same shall become and be due and payable.

NOW, THEREFORE, THIS CHATTEL MORTGAGE WITNESSETH:

That in consideration of the premises and of the sum of One Dollar (\$1.00) and in order to secure the prompt payment of the aforesaid indebtedness as and when the same shall be due and payable, together with the interest thereon, said Mortgagors do hereby bargain, sell, transfer, convey and assign unto said Mortgagee, its successors and assigns, the following described personal property:

One Model 35 PT, thirty-seven passenger Beaver Bus, Serial Number A-444, Motor Number T-124-1029.
One Model 35 PT, thirty-seven passenger Beaver Bus, Serial Number A-483, Motor Number T-124-3998
Both of said buses are now titled in the State of Pennsylvania in the name of City Transit Equipment Co., 2813 Pioneer Avenue, Pittsburgh, Pennsylvania, said City Transit Equipment Co. being the trade name of Guy M. Davis, one of the aforesaid Mortgagors, but said buses are now located in Cumberland, Maryland, and are to be immediately titled by the Maryland Commissioner of Motor

Compared and Mailed Delivered
To Mortgage Co. by July 22, 1949

Compared and Mailed Delivered
To Mortgage Co. by July 27, 1949

gagage shall elect. At any time prior to said sale, the Mortgagor may obtain possession of the said mortgaged personal property upon payment to the said Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which the Mortgagee may have.

The Mortgagor agrees to keep the aforesaid mortgaged property insured during the continuance of this mortgage in some company suitable to the Mortgagee against loss of fire (and in case the property mortgaged is an automobile, against loss by fire, theft and collision) in an amount of not less than \$_____ and to cause said policy or policies to be so framed as to be payable in case of loss to the Mortgagee.

The Mortgagor acknowledges to have received from the Mortgagee, in connection with the loan herein mentioned, a statement in the English language, showing the amount and date of the loan, the maturity thereof, the nature of the security for the loan, the name and address of the Mortgagor, the name and address of the Mortgagee, the rate of interest charged and the provisions of Section 14 of Article 58A of the Uniform Small Loan laws of Maryland.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY WHEREOF, witness the hand(s) and seals(s) of said Mortgagor(s).

WITNESS Geneva Stone Mary M. Buckalew (SEAL)
WITNESS Geneva Stone Britt Buckalew (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO-WIT:
I HEREBY CERTIFY that on this 20th day of July, 1949, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County aforesaid, personally appeared Mary M. Buckalew and Britt Buckalew her husband the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared LESTER MILLENSON, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as herein set forth.

WITNESS my hand and Notarial Seal

Geneva Stone Notary Public

(NOTARIAL SEAL)

*Insert the word "including" or the word "with" as the circumstances may require.

Reatus L. Spiker et ux Filed and Recorded July 21st 1949 at 2:00 P.M. Mortgage
Cumberland Savings Bank of Cumberland, Maryland (Stamps \$7.70)

This Mortgage, Made this 21st day of July
in the year Nineteen Hundred and Forty-Nine, by and between
Reatus L. Spiker and Mary Ellen Spiker, his wife

of Allegany County, in the State of Maryland
parties of the first part, and Cumberland Savings Bank of Cumberland, Maryland, a corporation
incorporated under the laws of the State of Maryland,

part Y of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Seven Thousand (\$7,000.00) Dollars payable at the rate of Fifty (\$50.00) Dollars per month and interest, which interest is payable from date at the rate of six per cent per annum.

It is also covenanted and agreed by the mortgagors, parties hereto and fully understood by them that this mortgage shall at the option of the mortgagee, secure such further advances as provided for by Chapter 923 of the Public General Laws of Maryland, passed at the January 1945 Session of the General Assembly and any amendments or supplements thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Reatus L. Spiker and Mary Ellen Spiker, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors, ~~back~~ and assigns, the following property, to-wit:

All that tract or parcel of land situated near the Uhl Highway, in Allegany County and State of Maryland, and more particularly described as follows, to-wit:

Beginning at a stake South 75 degrees East 200 feet from a stone marked "B" on the East side of the Uhl Highway formerly Ulltown Road, mentioned in a deed from George W. Valentine and wife, to Francis R. Kifer, dated May 16, 1916, and recorded in Liber No. 118, one of the Land Records of Allegany County, Maryland, and running thence North 47 1/2 degrees East 414 feet to a stake; thence North 18 degrees East 538 feet to the South side of a lane; thence North 1 degree East 22 feet to a stake on the North side of said lane; thence North 1 degree East 320 feet to a concrete hub; thence South 86 degrees East 417.75 feet to a concrete hub; thence 40 degrees 40 minutes East 232 feet to a concrete hub; thence North 15 degrees 40 minutes East 140 feet to a concrete hub on the South side of an old lane; thence North 18 1/2 degrees East 157 feet to a corner-post of three fences; thence up a ravine by the eight following courses; South 69 3/4 degrees East 136 feet; North 79 degrees East 238 feet; North 76 degrees East 239 feet; North 77 degrees East 259 feet; North 81 degrees East 150 feet; North 86 1/2 degrees East 300 feet; South 79 degrees East 450 feet; South 63 degrees East 476 feet; to a corner post of three fences; thence South 25 degrees West 193 feet to a gate post; thence South 10 degrees West 244 feet to a chestnut stump in a wire fence; thence by said fence South 18 degrees West 924 feet to a corner post of three fences; thence South 13 1/2 degrees West 491 feet to an old locust tree; thence down a ravine North 44 degrees West 50 feet; North 69 degrees West 50 feet; South 86 degrees West 500 feet; North 83 1/2 degrees West 500 feet to a fence post southwest of a spring; thence North 57 degrees West 88 feet to a gate post; thence by a gateway South 33 degrees West 14 feet; North 62 degrees West 350 feet to a corner-post of three fences below an old road; thence North 83 1/2 degrees West 1179 feet to the place of beginning. Containing 104.274 acres more or less.

Being the same property which was conveyed to Charles E. Jenkins and wife by Russell M. Valentine and wife by deed dated April 5, 1945, and recorded in Liber 203, Folio 393, one of the Land Records of Allegany County, Maryland.

It being also the same property which was conveyed to Reatus F. Spiker by Charles E. Jenkins and wife by deed dated August 15, 1946, and recorded in Liber 210, Folio 599, one of the Land Records of Allegany County, Maryland.

The said parties of the first part do also grant and convey to the said party of the second part, its successors and assigns, in perpetuity, a right of way by means of the present twenty foot lane from the Uhl Highway through the tract of land retained by the said Russell M. Valentine and wife to the property hereby conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Reatus L. Spiker and Mary Ellen Spiker, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors

~~back~~ or assigns, the aforesaid sum of Seven Thousand Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Pursuant
To Allegany City MD
July 21 1949

And it is Agreed that until default be made in the premises, the said

Reatus L. Spiker and Mary Ellen Spiker his wife

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Reatus L. Spiker and Mary Ellen Spiker, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Cumberland Savings Bank of Cumberland, Maryland, its successors

and assigns, or F. Brooke Whiting its

~~heirs, executors, administrators or assigns, or F. Brooke Whiting its~~ and assigns, or F. Brooke Whiting its

heirs, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have

been then matured or not; and as to the balance, to pay it over to the said Reatus L. Spiker and Mary Ellen Spiker, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Reatus L. Spiker and Mary Ellen Spiker his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least

Seven Thousand Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~heirs~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest

Ethel McCarty _____ Reatus L. Spiker _____ (Seal)

_____ Mary Ellen Spiker _____ (Seal)

_____ (Seal)

_____ (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 21st day of July

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Reatus L. Spiker and Mary Ellen Spiker, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Marcus A. Naughton, Vice-President of the Cumberland Savings Bank of Cumberland, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Marcus A. Naughton further made oath in due form of law that he is the Vice-President of Cumberland Savings Bank of Cumberland, Maryland, and duly authorized to make this affidavit.

(Notarial Seal)

Ethel McCarty _____
Notary Public

Harold A. Powell et ux
To _____ Filed and Recorded July 21st 1949 at 2:00 P.M. Mortgage

Cumberland Savings Bank of Cumberland, Maryland (Stamps \$1.65)

This Mortgage, Made this 21st day of July
in the year Nineteen Hundred and Forty-Nine, by and between
Harold A. Powell and Mary E. Powell, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and the Cumberland Savings Bank of Cumberland, Maryland a
corporation duly incorporated under the Laws of the State of Maryland

of _____
part y of the second part, WITNESSETH:

Whereas, the said Harold A. Powell and Mary E. Powell, his wife, stand indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Seventeen Hundred (\$1700.00) Dollars, payable one year after date with interest from date at the rate of five per cent per annum, payable monthly as it accrues,

It is agreed by and between the parties hereto that the said parties of the first part shall make payments on said indebtedness in the amount of \$20.00 per month plus interest.

It is also covenanted and agreed by the mortgagors, parties hereto, and fully understood by them that this mortgage shall, at the option of the mortgagee, secure such further advances as provided for by Chapter 923 of the Public General Laws of Maryland passed at the January, 1945 Session of the General Assembly, and any amendments or supplements thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Harold A. Powell and Mary E. Powell, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors

and assigns, the following property, to-wit:

All that lot, piece or parcel of ground situated in Cumberland, Allegany County, Maryland, and known as part of Lot 26 and all of Lot 27 of Block 27 of Johnson Heights Addition, a plat of which addition is recorded in Plat Book No. 1, Folio 42, et seq. in the office of the Clerk of the Circuit Court for Allegany County, Maryland, and which property is more particularly described in one parcel as follows, to wit:

Beginning for the same at a point on the Westerly side of Greenway Avenue at the end of the first line of a deed from Thomas L. Popp to Edward J. Mattingly et ux dated March 11, 1948 and recorded in Deeds Liber 219, folio 373, among the Land Records of Allegany County, Maryland said point of beginning being also at the end of 12 feet on the first line of Lot No. 26, thence with said side of Greenway Avenue and the remainder of the first line of Lot No. 26 and all of Lot No. 27, South 1 degree 50 minutes East 58 feet to the division line between Lots 27 and 28; thence with said division line South 88 degrees 10 minutes West 163 feet to the easterly side of an 18 foot alley; thence with said side of said alley North 2 degrees 51 minutes West 58.22 feet to the end of the second line of the aforementioned deed from Thomas L. Popp to Edward J. Mattingly, et ux; thence with said second line reversed North 88 degrees 10 minutes East 158.25 feet to the place of beginning.

It being the same property which was conveyed unto the said Harold A. Powell and Mary E. Powell his wife, by Thomas L. Popp, unmarried by deed dated June 29, 1949, and recorded in Liber 225, Folio 407, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Harold A. Powell and Mary E. Powell, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Seventeen Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed & Filed
To _____
July 21, 1949

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And it is Agreed that until default be made in the premises, the said

Harold A. Powell and Mary E. Powell his wife

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Harold A. Powell and Mary E. Powell his wife hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Cumberland Savings Bank of Cumberland, Maryland, its successors

~~and assigns, or E. Brooke Whiting~~ and assigns, or E. Brooke Whiting, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Harold A. Powell and Mary E. Powell, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Harold A. Powell and Mary E. Powell his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Seventeen Hundred Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~or assigns~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest

Ethel McCarty

Harold A. Powell (Seal)

Mary E. Powell (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, in wit:

I hereby certify, That on this 21st day of July

in the year nineteen hundred and forty-nine, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Harold A. Powell and Mary E. Powell, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Marcus A. Naughton, Vice-President of the Cumberland Savings Bank of Cumberland, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Marcus A. Naughton further made oath in due form of law that he is the Vice-President of Cumberland Savings Bank of

WITNESS my hand and Notarial Seal the day and year aforesaid. Cumberland, Maryland, and duly authorized to make this affidavit.

(Notarial Seal)

Ethel McCarty

Notary Public

Doris Bowers Crowe et vir

To

Filed and Recorded July 21st 1949 at 2:20 P.M.

Mortgage

The First National Bank of Mount Savage, Maryland

(Stamps \$1.55)

This Mortgage, Made this 20th day of July

in the year Nineteen Hundred and forty-nine, by and between

Doris Bowers Crowe and Joseph Albert Crowe, her husband,

of Allegany County, in the State of Maryland

parties of the first part, and The First National Bank of Mount Savage, Maryland, a national banking corporation,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are firmly indebted unto the said The First National Bank of Mount Savage, Maryland, in the full and just sum of Fifteen Hundred Dollars (\$1,500.00) as evidenced by their joint and several promissory note for said amount of money and of even date and tenor herewith, payable, one year after date, to the order of the party of the second part, together with interest thereon at the rate of six per cent (6%) per annum, payable semi-annually and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant to pay to the said party of the second part as and when the same shall be due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said National Bank of Mount Savage, Maryland, its successors and assigns,

~~and assigns~~ the following property, to-wit:

All the following described lot or parcel of land situate, lying and being in the Town of Mount Savage, Allegany County, Maryland, Election District No. 13, and more particularly described as follows, to-wit:

BEGINNING for the said parcel at a peg standing at the end of 123.2 feet on the 13th line of a deed, The Union Mining Company to The Cumberland and Pennsylvania Railroad Company, said deed bearing date of the 19th day of September, 1907, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 102 Folio 200, and running thence with a part of said line, South 68 degrees 31 minutes West 40.5 feet to the beginning corner of the first parcel of a deed of The Union Mining Company to Angus Brown said deed bearing date of the 13th day of October, 1924, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 148, Folio 505; and running thence with a part of the fourth line of said deed, reversed South 24 degrees 3 minutes East 111 feet to the pump platform over a well standing on Foundry Row Street in the Town of Mount Savage, Maryland; and running thence with said pump platform, North 66 degrees 49 minutes East 12.9 feet; thence South 24 degrees 3 minutes East 8.5 feet to the aforesaid Foundry Row Street; thence with said street North 66 degrees 49 minutes East 28 feet; thence North 24 degrees 30 minutes West 118 feet to the place of beginning, containing .11 acres.

IT BEING the same property conveyed to the parties of the first part by Helen R. Lashley, Trustee, by deed dated May 31, 1947, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 215, folio 329, and by deed recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 216, folio 566.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

The First National Bank of Mount Savage, Maryland, its successors

~~or assigns~~ or assigns, the aforesaid sum of Fifteen Hundred Dollars (\$1,500.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered

To Notary Public at Mount Savage July 22, 1949

And it is Agreed that until default be made in the premises, the said parties of the first part,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The First National Bank of Mount Savage, Maryland, its successors and assigns,

or Matthew J. Mullaney, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Hundred Dollars (\$1,500.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest Doris Bowers Crowe (Seal) Joseph Albert Crowe (Seal) Mary T. Reagan (Seal)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 20th day of July

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Doris Bowers Crowe and Joseph Albert Crowe, her husband,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared L.A. Fannon, Cashier of The First National Bank of Mount Savage, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and he further made oath in due form of law that he is the Cashier of said bank and is duly authorized to make this affidavit. WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Mary T. Reagan Notary Public

Jenkin Bradley et ux To Margaret Hosken Mortgage Filed and Recorded July 22nd 1949 at 10:30 A.M. (Stamps \$1.10)

This Mortgage, Made this -- day of July in the year Nineteen Hundred and Forty Nine by and between Jenking Bradley and Matilda Bradley, his wife, of Allegany County, in the State of Maryland parties of the first part, and Margaret Hosken of Allegany County, in the State of Maryland party of the second part, WITNESSETH:

Whereas, The parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of One Thousand Two Hundred Dollars, (\$1,200.00) which said sum the parties of the first part promise to pay to the order of the party of the second part with interest thereon at the rate of Six Per Centum (6%) Per annum, in consecutive monthly installments of not less than Seventy-Five Dollars, (\$75.00) a month, adjustments to be made semi-annually upon the principal of said indebtedness until the full sum has been paid and satisfied.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her

heirs and assigns, the following property, to-wit: All that piece or parcel of land situate in the town of Frostburg, Allegany County Maryland, and more particularly described as follows: BEGINNING at the beginning of that lot or parcel of ground conveyed by the said Elizabeth Strube to Frederick W. Schell by deed dated the 9th day of October, 1901, and recorded in Liber No. 89, folio 653, one of the Land Records of Allegany County, and running thence with Lindent Street, South 39 degrees East 40 feet, it also being the last line of the whole tract which was conveyed to the said Elizabeth Strube by Nelson Beall and wife by deed dated the 4th day of May, 1874, and recorded in Liber No. 42, folio 596, one of the Land Records of said County, and of which the land hereby intended to be conveyed is a part, to the end of said line thereof and in line with the South side of Center Street on the west side of Lindent Street; thence across the said whole tract, South 53 degrees West about 116 feet to the end of 122 1/2 feet on the third line of the whole tract, and with the said third line North 23 1/2 degrees West 73 1/2 feet to the end of the third line of the lot conveyed to the said Frederick W. Schell and reversing it and the second and first lines thereof to the beginning, North 53 degrees East 50 feet; South 26 1/2 degrees East 32 feet; North 53 degrees East 52 feet to the beginning.

IT BEING the same property which was conveyed unto the said Jenking Bradley and Matilda Bradley his wife, by Howard L. Matthews et al, by deed dated April 10th, 1941, and recorded in Liber No. 189, folio 620, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her heirs executors, administrators or assigns, the aforesaid sum of One Thousand Two Hundred Dollars (\$1,200.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered To Edw. J. Fannon, Cashier July 22, 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, her

heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her heirs or

assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Two Hundred Dollars (\$1,200.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest Jenkin Bradley (Seal) Edw. J. Ryan Matilda Bradley (Seal)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 21st day of July

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Jenkin Bradley and Matilda Bradley, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Margaret Hosken

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Edward J. Ryan Notary Public

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Harry H. Green et ux To The First National Bank of Mount Savage, Maryland This Mortgage, Made this 26th day of July

in the year Nineteen Hundred and forty-nine, by and between Harry H. Green and Rosella Green, his wife, of Allegany County, in the State of Maryland parties of the first part, and The First National Bank of Mount Savage, Maryland, a national banking corporation, of Allegany County, in the State of Maryland, parties of the second part, WITNESSETH:

Whereas, the parties of the first part are firmly indebted unto the said The First National Bank of Mount Savage, Maryland, in the full and just sum of fifteen Hundred Dollars (\$1500.00) as evidenced by their joint and several promissory note for said amount of money and of even date and tenor herewith, payable one year after date, to the order of the party of the second part together with interest thereon at the rate of six per cent (6%) per annum, payable semi-annually and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said The First National Bank of Mount Savage, Maryland, a national banking corporation, its successors and assigns, the following property, to-wit: All the following described piece or parcel of ground situate, lying and being in the Town of Mount Savage, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at the end of a line drawn South 36 degrees East 98.4 feet from the Locust Tree, the beginning of Peter Larkin's lot, and running thence with a fence South 65 degrees 15 minutes East 83 feet to the West side of the road along Jealous Row and with it South 17 degrees East 113 feet; thence with a stone fence South 59 degrees West 163 feet to a locust stump in fence South 45 degrees 15 minutes West 108.5 feet to the Northside of an alley and with it North 39 degrees 30 minutes West 71 feet to the East side of a road, and with it North 30 degrees 45 minutes East 290.5 feet to the place of beginning, containing 82/100 acres.

IT BEING the same property conveyed by D. Lindley Sloan Trustee, to Harry H. Green and Rosella Green, his wife, by deed dated May 19, 1921, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 137, folio 368.

EXCEPTING therefrom, all that piece or parcel of ground conveyed by Harry H. Green and Rosella Green his wife, to Grover Green and Thelma Green, his wife, by deed dated May 7, 1939, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 183, folio 655.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said The First National Bank of Mount Savage, Maryland, its successors or assigns, the aforesaid sum of fifteen Hundred Dollars (\$1500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered To Mr. Green July 27 1949

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

The First National Bank of Mount Savage, Maryland, its successors or assigns,

heirs, executors, administrators or assigns, or Matthew J. Mullaney its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have

been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

Fifteen Hundred Dollars (\$1500.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest

Mary T. Reagan Harry H. Green (Seal)

Rosella Green (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 26th day of July

in the year nineteen hundred and forty-nine, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Harry H. Green and Rosella Green, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared L.A. Fannon, Cashier of The First National Bank of Mount Savage, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid, and he further made oath in due form of law that he is the Cashier of said bank and is duly authorized to make this affidavit.

(Notarial Seal)

Mary T. Reagan

Notary Public

Colin C. Bowers et ux

To The First National Bank of Mount Savage, Maryland.

This Mortgage,

Made this 29th day of July

Mortgage

(Stamps \$1.10)

in the year Nineteen Hundred and forty-nine, by and between

Colin C. Bowers, and Alice L. Bowers, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and The First National Bank of Mount Savage, Maryland, a national banking corporation,

of Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, the parties of the first part are firmly indebted unto the said The First National Bank of Mount Savage, Maryland, in the full and just sum of One Thousand Dollars (\$1,000.00) as evidenced by their joint and several promissory note for said amount of money and of even date and tenor herewith, payable, one year after date, to the order of the party of the second part together with interest thereon at the rate of six per cent (6%) per annum, payable semi-annually and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

The First National Bank of Mount Savage, Maryland, its successors and assigns,

the following property, to-wit: All the following described lot or parcel of land situate, lying and being in the West end of Mount Savage, Allegany County, Maryland, to wit: BEGINNING for the same at a stake, it being the end of the third line of the deed from the Union Mining Company to Albert M. Uhl as recorded among the Land records of Allegany County, Maryland in Deed Liber No. 89, folio 337, and reversing said third line as corrected by variation South 37 degrees 45 minutes East 85 feet to the end of the second line of the Albert M. Uhl lot thence with line of creek, South 37 degrees 45 minutes West 60 feet to a stake, then North 37 degrees 45 minutes West 85 feet to stake at the edge of the County road, then with the County road North 37 degrees 45 minutes East 60 feet to the beginning, containing 1/9 of an acre more or less. EXCEPTING, however, all that piece or parcel of ground located in Mount Savage, Allegany County, Maryland, and more particularly described in a deed from Colin C. Bowers and Alice L. Bowers his wife, dated October 10, 1927, and recorded among the Land records of Allegany County, Maryland in Liber No. 156, folio 644, to wit:

BEGINNING at a stake standing on the Southeast side of the Mount Savage Macadam Road, said stake also stands at the end of the third line of the parcel of ground conveyed by Theophilus Lewis and wife to Colin C. Bowers and wife by deed dated May 20, 1926, and recorded in Liber No. 153, folio 184, and running thence with the fourth and last line of the aforementioned deed (allowing 40 minutes variation) North 38 degrees 25 minutes East 16 feet to a stake, then South 37 degrees 5 minutes East 20 feet to a stake, South 38 degrees 25 minutes West 16 feet to a stake, North 37 degrees 5 minutes West 20 feet to the place of beginning.

IT BEING part of the same property conveyed to the parties of the first part by Theophilus Lewis and wife by deed dated May 20, 1926, and recorded among the Land records of Allegany County Maryland in Liber No. 153, folio 184.

All that piece or parcel of ground situate, lying and being in Mount Savage, Allegany County Maryland, and beginning for the same at the western corner of the lot conveyed by the Union Mining Company to Albert M. Uhl by deed dated July 23, 1897, and recorded among the Land records of

Allegany County, Maryland, in Liber No. 84, folio 274, and running thence South 38 1/2 degrees East 85 feet, South 46 1/2 degrees West 60 feet, North 38 1/2 degrees West 85 feet to the County road, then along said road North 46 1/2 degrees East 60 feet to the place of beginning, containing 1/10 of an acre.

It being the same property conveyed to the parties of the first part by Graham S. Bowers, Trustee, by deed dated December 4, 1935, and recorded among the Land records of Allegany County Maryland, in Deed Liber No. 175 folio 329.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said The First National Bank of Mount Savage, Maryland, its successors and

assigns, the aforesaid sum of One Thousand Dollars (\$1,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered by To High Mt. Savage Md. 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

The First National Bank of Mount Savage, Maryland, its successors or assigns,

Matthew J. Mullaney, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first

part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns,

the improvements on the hereby mortgaged land to the amount of at least

One Thousand Dollars (\$1,000.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors or assigns, to the extent of its exoneration or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest Colin C. Bowers (Seal) Alice L. Bowers (Seal) Mary T. Keagan (Seal)

State of Maryland,

Allegheny County, to wit:

I hereby certify, That on this 29th day of July

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Colin C. Bowers and Alice L. Bowers his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared L. A. Fannon, Cashier of The First National Bank of Mount Savage, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth and he further made oath in due form of law that he is the Cashier of said bank and is duly authorized to make this affidavit. WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Mary T. Keagan Notary Public

John B. Novack To File and Recorded August 1st 1949 at 1:20P.M. Mortgage Stanley Novack, Chester Skorupski et ux

This Mortgage, Made this 30th day of July PURCHASE MONEY in the year Nineteen Hundred and forty-nine, by and between John B. Novack, unmarried

of Allegany County, in the State of Maryland part y of the first part, and Stanley Novack, Chester Skorupski and Theresa Skorupski, his wife, of Allegheny County, in the State of Pennsylvania part ies of the second part, WITNESSETH:

Whereas, the party of the first part is indebted unto Stanley Novack in the sum of Three Thousand Dollars (\$3,000.00) and unto Chester Skorupski and Theresa Skorupski his wife, in the sum of Two Thousand Dollars (\$2,000.00) parts of the second part, as is evidenced by his promissory note of even date, payable five years after date without interest to the order of Stanley Novack in the sum of Three Thousand Dollars (\$3,000.00) and to the order of Chester Skorupski and Theresa Skorupski, his wife, in the sum of Two Thousand Dollars (\$2,000.00)

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said John B. Novack

do es give, grant, bargain and sell, convey, release and confirm unto the said Stanley Novack, Chester Skorupski and Theresa Skorupski his wife, their

heirs and assigns, the following property, to-wit: All of the following described lots or parcels of land situated in LaVale, in Allegany County, State of Maryland, which are particularly described as follows, to-wit:

All those lots or parcels of land known as lots Nos. 15 and 16 as shown on a plat of "Long Lots", situated about five miles westerly of the City of Cumberland on the southerly side of the National Road, in Allegany County, State of Maryland, and more particularly described as follows to wit:

LOT NO. 15: BEGINNING at a post at the end of the first line of lot No. 14 on said plat and on the south side of the National Road and running with said road and with a fence, South 56 degrees West 66.9 feet to a stake; thence South 27 degrees 45 minutes East, 154 feet to a stake; thence North 56 degrees 50 minutes East, 88 feet to a stake at the end of the second line of said lot No. 14 and reversing said line and running with a fence, North 35 degrees, 15 minutes West, 153.5 feet to the beginning, containing .27 of an acre.

LOT NO. 16: BEGINNING at a stake at the end of the first line of lot No. 15 on the Plat of "Long Lots" and on the south side of the National Road and running with said road and with a fence, South 54 degrees, 30 minutes West fifty (50) feet to a post; thence with fence South 28 degrees 40 minutes East 152.4 feet to a large red oak with three trunks growing from one stump; thence North 56 degrees 50 minutes East fifty (50) feet to a stake at the end of the second line of Lot No. 15 and reversing said line, North 27 degrees 45 minutes West 154 feet to the beginning, containing .17 of an acre.

Also all that certain lot or parcel of land situate, lying and being in LaVale, Allegany County, Maryland, and described as follows, to-wit:

BEGINNING for the same at a red oak tree which is also a corner of lot No. 16, once owned by Cecil C. Bloom and Estelle M. Bloom his wife and running thence across Braddock Run, South 7 degrees, 30 minutes West 88.7 feet to a stake in a field; thence due east 149 feet to a stake in said field; thence by the residue of the tract or parcel of land of which this is a part, North 37 degrees 40 minutes West 154 feet to a point in the present common boundary line between lands of George Henry Boch, et ux and lands formerly of Bloom thence by said line South 52 degrees 20 minutes West sixty (60) feet to the place of beginning containing .254 of an acre.

This being the same property which was conveyed by Margaret D. Waisworth, widow, unto the said John B. Novack, by deed dated March 4, 1949, and recorded among the Land Records of Allegany County, Maryland, in Liber 224, folio 301.

The above described property is improved by a large dwelling house and a number of Cabins and other buildings.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said John B. Novack, his heirs, executors, administrators or assigns, do and shall pay to the said Stanley Novack, Chester Skorupski and Theresa Skorupski, his wife, their

executors, administrators or assigns, the aforesaid sum of Five Thousand Dollars, of which \$3,000.00 is payable to the order of Stanley Novack and \$2,000.00 is payable to the order of Chester Skorupski and Theresa Skorupski, his wife, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

Prepared and Mailed Delivered To the Clerk of the Court August 1st 1949

And it is Agreed that until default be made in the premises, the said

John B. Novack

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

John B. Novack

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and those presents are hereby declared to be made in trust, and the said

Stanley Novack Chester Skorupski and Theresa Skorupski his wife, their

heirs, executors, administrators and assigns, or Thomas Lohr Richards his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

John B. Novack heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor his representatives, heirs or assigns.

And the said John B. Novack

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least

Five Thousand

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

John B. Novack

(Seal)

Joan B. Ghost

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, in wit:

I hereby certify, that on this 30th day of July

in the year nineteen hundred and Forty-Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

John B. Novack, unmarried

and he acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared Thomas Lohr Richards, attorney for

the within named mortgagee s and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Joan B. Ghost

Notary Public

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Norbert J. Zeller et ux
To
Robert L. Zeller et ux
Filed and Recorded July 29th 1949 at 8:45 A.M.

Mortgage

(Stamps \$13.20)

This Mortgage, Made this 25th day of July

in the year Nineteen Hundred and Forty Nine, by and between
Norbert J. Zeller and Hazel E. Zeller, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Robert L. Zeller and Mary A. Zeller, his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the parties of the second part in the full and just sum of Eleven Thousand Six Hundred (\$1160.00) Dollars to be amortized over a 35 year period by the payment of at least \$51.37 monthly on principal and the accrued interest at the rate of four per cent (4%) computed monthly on the unpaid balance, the first monthly payment of principal and interest being due and payable on month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly pay-- being applied first to the accrued interest and the balance to the principal to secure which said indebtedness these presents are executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Norbert J. Zeller and Hazel E. Zeller his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Robert L. Zeller and Mary A. Zeller, his wife, their
as tenants by the entireties,
heirs and assigns the following property, to-wit:

All that certain piece or parcel of ground situated on the northwesterly side of Braddock Road in the Allegany Grove Camp Ground Amended, a plat of which said addition is recorded in Plat Book No. 1 folio 53, being a part of Lots Nos. 1, 2, and 3 of said Addition, which is more particularly described as follows, to wit:

Beginning for the same at an iron bar stake at the intersection of the easterly side of a 20 ft. street with the northerly side of Braddock Road and running then with said road North 74 degrees 51 minutes East 1137 feet to a stake at the end of the third line of a deed from Eleanor Humbird to Allegany Grove Camp Meeting Association, dated May 28, 1890 which is recorded in Liber 68, Folio 483, one of the Land Records of Allegany County, Maryland, then reversing a part of said third line North 23 degrees 32 minutes West 88.2 feet to the end of the second line of a deed from Norbert J. Zeller et ux to The Cumberland Cement and Supply Company dated November 12, 1947, which is recorded in Liber 218, Folio 110, one of the Land Records of Allegany County, Maryland, then reversing said second line South 57 degrees 42 minutes West 121.5 feet to a stake on the easterly side of aforementioned 20 ft. street, and then with said street South 32 degrees 18 minutes East 54.4 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of The Cumberland Cement and Supply Co. dated July 6, 1949, which is recorded in Liber 225, Folio 442, one of the Land Records of Allegany County, Maryland.

This is a second mortgage and is subject to the lien of a mortgage on the within conveyed property from the parties of the first part to the First Federal Savings and Loan Association of Cumberland dated July 6, 1949, which is recorded among the Mortgage Records of Allegany County Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Norbert J. Zeller and Hazel E. Zeller, his wife, their
heirs, executors, administrators or assigns, do and shall pay to the said
Robert L. Zeller and Mary A. Zeller his wife, their

executor s, administrator s or assigns, the aforesaid sum of Eleven Thousand Six Hundred (\$1160.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To: Mr. J. B. Novack
July 29, 1949

And it is Agreed that until default be made in the premises, the said

Norbert J. Zeller and Hazel E. Zeller his wife

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Norbert J. Zeller and Hazel E. Zeller his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Norbert J. Zeller and Mary A. Zeller his wife, their

heirs, executors, administrators and assigns, or Harry I. Stegmaier his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Norbert J. Zeller and Hazel E. Zeller his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Norbert J. Zeller and Hazel E. Zeller his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least Eleven Thousand Six Hundred (\$1160.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seal s of said mortgagor s

Attest Norbert J. Zeller (Seal) Hazel E. Zeller (Seal) Harry I. Stegmaier (Seal)

State of Maryland,

Allegany County, in wit:

I hereby certify, That on this 25th day of July

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Norbert J. Zeller and Hazel E. Zeller his wife,

and they acknowledged the aforesaid mortgage to be their act and deed; and at the same time before me also personally appeared Norbert J. Zeller and Mary A. Zeller his wife the within named mortgagee s and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Edith Holder

Notary Public

Cumberland, Maryland, December 1, 1944.

For value received, we hereby release the within and aforesaid mortgage. Witness our hand and seal the day and year last above written.

Witness:

Harry I. Stegmaier (Seal) Harry I. Stegmaier

Norbert J. Zeller (Seal) Mary A. Zeller (Seal) 12/1/44

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Charles W. Ross et ux To Filed and Recorded July 29th 1949 at 11:45 A.M. Mortgage The First National Bank of Barton, Maryland (Stamps \$1.65)

This Mortgage, Made this Sixteenth day of July

in the year Nineteen Hundred and forty nine, by and between

Charles W. Ross and Elsie Ross, husband and wife

of Allegany County, in the State of Maryland part of the first part, and The First National Bank of Barton, Maryland, a corporation organized under the National Banking Laws of The United States of America

of Barton, Allegany County, in the State of Maryland part of the second part, WITNESSETH:

Whereas, The parties of the first part herein are indebted unto the party of the second part in the full and just sum of sixteen hundred dollars for money lent, which loan is evidenced by the promissory note of said parties of the first part, of even date herewith, payable to the order of the party of the second part on demand with interest, for the sum of sixteen hundred dollars. And whereas, it was understood and agreed prior to the lending of said money and the giving of said note that this mortgage should be executed to secure the same.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors or

heirs and assigns, the following property, to-wit: All that lot or parcel of land lying on the southerly side of the National Turnpike about four miles westward of the City of Cumberland, in Allegany County, Maryland, being the northeasterly half of Lot No. 50 in The Allegany County Improvement Company's National Highway Addition which was conveyed unto the parties of the first part herein by deed from Rose V. Weber Leonard et al, dated November 23, 1938 and of record among the land records of Allegany County, Maryland, in Liber No. 182 Folio 188. The restrictions imposed on said property having been removed therefrom by the grantors by indenture of December 2, 1938 and of record in Liber No. 182 Folio 190 of the same records. To both of said conveyances as so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part herein, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

or assigns, the aforesaid sum of Sixteen hundred dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Examined and Mailed Delivered To: Edgar Barton, Clerk of Court July 29 1949

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs or assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

heirs, executors, administrators and assigns, or Horace P. Whitworth, its heirs, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Sixteen hundred

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~XXXX~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest	Kenneth R. Malcolm	Charles W. Ross	(Seal)
	Kenneth R. Malcolm	Elsie Ross	(Seal)
			(Seal)
			(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 28th day of July

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Charles W. Ross and Elsie Ross, husband and wife

and did acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Patrick A. Laughlin President of The First National Bank of Barton, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth and that he is the president of said bank and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Kenneth R. Malcolm

Notary Public

For Value Received, The First Natl Bank of Barton, Md. does hereby receive the within mortgage given to it by Charles W. Ross, et ux. Witness its corporate name and seal, hereby attested by P. A. Laughlin, the President, duly attested by its Cashier, this third day of August, 1949.

Attest:
K.R. Malcolm
Cashier
The First National Bank of Barton, Maryland.
By P.A. Laughlin
President.
8/15/50

(Corporate Seal)

Raymond Greening et ux
Clarence L. Long et ux
Filed and Recorded August 1st 1949 at 10:45 A.M. Mortgage

This Mortgage. Made this 21st day of July
in the year Nineteen Hundred and Forty nine, by and between

Raymond Greening and Catherine Greening his wife,
of Allegany County, in the State of Maryland
parties of the first part, and Clarence L. Long and Grace P. Long his wife,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly and bona fide indebted unto the parties of the second part in the full and just sum of Twenty Two Hundred Dollars, which said sum the parties of the first part promise to pay to the order of the parties of the second part, in consecutive monthly installments of not less than Twenty Dollars per month, and interest at the rate of six per cent. per annum, adjustments to be made semi-annually, until the full sum of Twenty Two Hundred Dollars and interest has been paid and satisfied, the sum hereby secured being in part purchase money for the hereinafter described property.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: All that lot or parcel of ground lying and being in Grahantown, Allegany County, Maryland, being a part of Lot Number Sixty two (62) and a part of Lot Number Sixty three (63) in the Village of Grahantown, and described as follows:

BEGINNING at a point on the first line of Lot No. 62, 36 feet from its beginning, and running thence with the remainder of said first line of said Lot No. 62 and a part of Lot No. 63, North 32 degrees East 58 feet to an alley, and with said alley, North 58 degrees West 131 feet, thence South 65 degrees West 52 feet to Third Alley, and with it South 32 degrees West 14 feet, and thence South 58 degrees East 160 feet to the place of beginning. It being the same property conveyed to John H. Greening and wife by Clarence Long and wife by deed dated February 26th, 1942 and recorded in Liber No. 194, folio 711, one of the land records of Allegany County, and being also the same property conveyed to Catherine Greening by two deeds, one from Jean Ann Greening and others, dated March 5th, 1949, and the other from Raymond Greening, Guardian, dated July 16th, 1949 both of which are recorded among the land records of Allegany County, reference to which are hereby made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their

executor, administrator or assigns, the aforesaid sum of Twenty Two Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____ parties of the first part

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____ parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said _____ parties of the second part, their

heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said _____ parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor -- representatives, heirs or assigns.

And the said _____ parties of the first part

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least _____ Dollars,

Two Thousand _____ and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their _____ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seal s of said mortgagor s.

Attest

Edw. J. Ryan

Raymond Greening (Seal)

Catherine Greening (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 21st day of July _____

in the year nineteen hundred and Forty Nine _____, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Raymond Greening and Catherine Greening, his wife,

and _____ did acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Clarence L. Long and Grace P. Long his wife, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Edward J. Ryan

Notary Public

Roy E. Vanfleet
To
Liberty Trust Company of Cumberland, Md.

Chattel Mortgage.
Filed and Recorded July 15th 1949 at 1:00 P. M.

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 12th day of July, 1949 . by and between Roy E. Vanfleet

of Allegany County, Maryland, party of the first part, and THE LIBERTY TRUST COMPANY, a banking corporation duly incorporated under the laws of the state of Maryland, party of the second part.

WITNESSETH:

WHEREAS the said party of the first part is justly indebted unto the said party of the second part in the full sum of Three Hundred Eleven Dollars and 52/100 (\$311.52). payable one year after date hereof, together with interest thereon at the rate of Six per cent (6%) per annum, as is evidenced by the promissory note of the said party of the first part of even date and tenor herewith, for said indebtedness, together with interest as aforesaid said party of the first part hereby covenants to pay to the said party of the second part, as and when the same shall be due and payable.

NOW THEREFORE, This Chattel Mortgage witnesseth that in consideration of the premises and of the sum of one Dollar (\$1.00) the said party of the first part does hereby bargain, sell, transfer, and assign unto the said party of the second part, its successors and assigns following described personal property:

1942 Chevrolet 4-Door Sedan - Motor #EA286672 - Serial #14BH12-16614.

TO HAVE AND TO HOLD the above mentioned and described personal property to the said party of the second part, its successors and assigns, forever.

Provided, however, that if the said Roy E. Vanfleet shall well and truly pay the aforesaid debt at the time herein before set forth, then this Chattel Mortgage shall be void.

The said party of the first part covenants and agrees with the said party of the second part in case default shall be made in the payment of the said indebtedness, or if the party of the first part shall attempt to sell or dispose of the said property above mortgaged, or any part thereof, without the assent to such sale or disposition expressed in writing by the said party of the second part, or in the event the said party of the first part shall default in any agreement covenant or condition of the mortgage, then the entire mortgage debt intended to be secured hereby shall become due and payable at once, and these presents are hereby declared to be made in trust, shall become due and payable at once, and these presents are hereby declared to be made in trust, the said party of the second part, its successors and assigns, or William C. Walsh, its duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises where the aforescribed a vehicle may be or be found, and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her, or their assigns, which said sale shall be made in manner following to wit: by giving at least ten days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale shall be applied first to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance to pay the same over to the said Roy E. Vanfleet his personal representatives and assigns, and in the case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

And it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the said party of the first part may remain in possession of the above mortgaged property.

WITNESS the hand and seal of the said mortgagor this 12th day of July _____, 1949 .
Thos. J. McNamee _____ Roy E. Vanfleet (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 12th day of July _____, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Roy E. Vanfleet the within mortgagor and acknowledged the aforesaid going Chattel Mortgage to be his act and deed, and at the same time before me also appeared Charles A. Piper, President of the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the President of the within named mortgagee, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Thos. J. McNamee,

Notary Public

and further agrees to produce and exhibit the property to the Mortgagee, their agent or assigns upon request.

The Mortgagor agrees to pay all taxes levied against the property hereby mortgaged, and to keep the said property insured against Fire, Theft and Collision in a company satisfactory to the Mortgagee for not less than the amount due hereunder, and all such policies shall be delivered to the Mortgagee and properly endorsed, so that the proceeds thereof may be payable to the Mortgagee and Mortgagor as their respective interests may appear.

Provided, however, that if the said Mortgagor shall pay to the said Mortgagee, their assigns, the aforesaid sum of money at the times herein mentioned then these presents shall be void, and it is also agreed that until a default is made in the payment of the aforesaid sum hereby secured or until a default is had under the terms and agreements herein, said Mortgagor shall possess the property hereby mortgaged, but in case of default, the said Mortgagee may take possession of the said automobile and/or property with or without process of law, and may after giving the Mortgagor ten days' notice of the time and place of sale, by mailing said notice of sale to the Mortgagor at his address as it appears upon the books of the Mortgagee, sell the said automobile and/or property at public or private sale and the proceeds of any such sale shall be applied to the payment of all expenses of such sale, as may be allowed under the Maryland Industrial Finance Law; next to the payment of all claims by the Mortgagee whether the same shall have matured or not, and then the balance, if any, to the Mortgagor. The remedy herein provided shall be in addition to and not in limitation of any other right or remedy which the Mortgagee may have.

IN TESTIMONY WHEREOF, witness the hand and seal of the said Mortgagor.

Witness: Catherine Judy

French Sensabaugh (Seal)

Mary Helen Sensabaugh (Seal)
Individual

C. H. Mentzer, Mary Helen Mentzer
Sensabaugh
by power of attorney (Seal)

STATE OF MARYLAND, CUMBERLAND, to wit:

I HEREBY CERTIFY that on this 12th day of July, in the year one thousand nine hundred and forty-nine before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared French Sensabaugh, and Mary Helen Sensabaugh as individual and as Atty. for C. H. Mentzer the Mortgagor named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Ervin Steinla, Agent of the Steinla Motor Company, Inc., the within-named Mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as herein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

W. F. Doerner, Notary Public.

My commission expires 5-7-51.

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Joseph F. Scott et ux

Mortgage

To Filed and Recorded July 26th 1949 at 10:45 A.M.

The Fidelity Savings Bank of Frostburg,
Allegany County, Maryland.

(Stamps \$.50)

THIS MORTGAGE Made this 22nd day of July in the year Nineteen Hundred and Forty Nine by and between Joseph F. Scott and Anna E. Scott, his wife, of Allegany County in the State of Maryland of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular and the feminine as well as the masculine as the context may require, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee,

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of Eight Hundred Twenty-Five Dollars (\$825.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of Twenty and 00/100 Dollars (\$20.00) commencing on the 22nd day of August, 1949 and on the 22nd day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 22nd day of July, 1953. Privilege is reserved to prepay at any time, with out premium or fee, the entire indebtedness or any part thereof.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Joseph F. Scott and Anna E. Scott, his wife, does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland the mortgagee, its successors and assigns in fee simple, the following described property, to-wit:

ALL THAT LOT, piece or parcel of land situate near Hoffman, in Election District No. 24 Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a Chestnut Oak standing North 3 degrees 45 minutes East 251.00 feet from the Consolidation Coal Company's Engineers' Survey Station No. 12079, which is a copper plug in a stone (true meridian courses and horizontal distances used throughout), South 43 degrees 57 minutes East 208 feet to a point in the center of the county road leading from Washington Hollow to Hoffman, then with center of said road South 50 degrees 48 minutes West 181.33 feet, then leaving center of said road, North 49 degrees 29 minutes West 134.00 feet, North 42 degrees 30 minutes West 103.54 feet to a stump, North 59 degrees 00 minutes East 196.00 feet to the beginning, containing 0.965 acres more or less.

BEING THE SAME PROPERTY which was conveyed to the said Joseph F. Scott and Anna E. Scott his wife, by deed from Martha W. Stern, unmarried, dated August 3, 1943, and recorded in Liber No. 198 folio 678, one of the Land Records of Allegany County, Maryland, and being also the same property described in a quit-claim deed to the said Joseph F. Scott and Anna E. Scott, his wife, from William Joseph Bolt and others dated June 3, 1949, and recorded in Liber No. 225, folio 453, among said Land Records. Special reference to which deeds is hereby made for a further description of said property.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its

Compared and Mailed Delivered
To Notary Public July 22, 1949

successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance to pay it over to the said mortgagor his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Hundred Twenty-Five (\$825.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of

the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns, of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Rachel Knieriem

Rachel Knieriem

Joseph F. Scott (Seal)

Anna E. Scott (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY, That on this 22nd day of July in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Joseph F. Scott and Anna E. Scott, his wife, and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me, also personally appeared William B. Yates, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Rachel Knieriem, Notary Public.

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Deed of Trust

George O. Cook

To Filed and Recorded July 27th 1949 at 8:30 A.M.

Lester Reynolds, Trustee

THIS DEED, Made this 20th day of July, 1949 between George O. Cook, of the first part, and Lester Reynolds, Trustee, of the second part,.

WITNESSETH:

That for and in consideration of the sum of Five (\$5.00) Dollars cash in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable considerations, the said party of the first part does sell, transfer assign and convey unto the said party of the second part, the following personal property, to-wit:

One 1940 Ford One-half Ton Truck Motor No. 185528377

The above listed property is located Near Dawson Allegany County, Md., U.S.P.O. Address RFD#3 Keyser, W. Va.

IN TRUST NEVERTHELESS, to secure the payment of a certain negotiable promissory note, bearing even date herewith, made by George O. Cook, For the sum of Four Hundred and Seventy Five Dollars Payable after date to the order of Vernon Leatherman in 12 monthly installments of \$39.60 each, one of which is due on the 13th day of each succeeding month until the entire sum has been paid, "Farmers and Merchants Bank of Keyser, West Va." At its Banking House at Keyser, W. Va. and in trust further, to secure the payment of any renewal, or renewals, of said note whether for the same or a different principal sum.

The said party of the first part covenants to pay the above described debt and note according to its tenor and in the event that default be made in this covenant, it is agreed that upon written demand of the beneficiary herein, the said Trustee shall advertise and sell the above conveyed personal property for cash, or such other terms as said Trustee may deem best, by advertisement of at least five days either in a newspaper published in Mineral County, West Va., or by posting of the same at the front door of the Court House in said County, and in the event of a sale hereunder, said Trustee shall receive a commission of 10% of the selling price of said property, for his services in conducting said sale.

The party of the first part hereby expressly waives service upon him of notice of any sale had hereunder by said Trustee.

WITNESS THE FOLLOWING SIGNATURE and seal.

George O. Cook (Seal)

STATE OF WEST VIRGINIA,
COUNTY OF MINERAL, to-wit:

I, W. H. ORNDORFF, A Notary Public in and for the State and County aforesaid do hereby certify that George O. Cook who's name is signed to the writing above, bearing date the 20 day of July, 1949 has this day acknowledged the same before me in my said county.

Given under my hand this 20 day of July, 1949.
(Notarial Seal)

My commission expires Mar 9, 1952

W. H. Orndorff, Notary Public.

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Compared and Mailed Delivered
To Farmers & Merchants Bank
Keyser
Aug 21 1949

Compared and Mailed Delivered
To Farmers & Merchants Bank
Keyser
Aug 4 1949

Richard K. Miller et ux

Mortgage

To Filed and Recorded July 27th 1949 at 8:30 A.M.

Ernest Lee Kesner et ux

(Stamps \$1.10)

THIS MORTGAGE, Made this 15th day of July in the year Nineteen Hundred and Forty-nine by and between Richard K. Miller and Marion I. Miller his wife, of Allegany County in the State of Maryland, parties of the first part, and Ernest Lee Kesner and Loretta M. Kesner his wife, of Allegany County in the State of Maryland, parties of the second part, WITNESSETH:

WHEREAS, Richard K. Miller and Marion I. Miller, his wife, are indebted to the said Ernest Lee Kesner and Loretta M. Kesner, as evidenced by a negotiable promissory note, bearing even date herewith, executed by Richard K. Miller and Marion I. Miller his wife and payable on demand to the order of the said Ernest Lee Kesner and Loretta M. Kesner in the sum of Thirteen Hundred (\$1300.00) Dollars, with interest at six (6%) per cent. per annum, payable each six (6) months, at the Farmers and Merchants Bank, Keyser, West Virginia.

Said note is payable in instalments of One Hundred (\$100.00) Dollars each together with the interest due on said note to be good each six (6) months the first instalment plus interest to be paid in six (6) months from the date of said note, and the other instalments of \$100.00 each plus interest to be paid each six (6) months thereafter until the entire principal sum of said note, together with the interest thereon, has been paid.

Default in the payment of any one of said instalments plus interest, when due, shall at once cause the entire principal sum of said note to become due and payable.

This is a purchase money mortgage.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Richard K. Miller and Marion I. Miller his wife, do give, grant, bargain and sell, convey, release and confirm unto the said Ernest Lee Kesner and Loretta M. Kesner, his wife, heirs and assigns, the following property, to-wit:

All that certain tract or parcel of land lying on the west side of the McMullen Highway, in the Village of Dawson, Election District No. 3 in Allegany County, Maryland, and described by metes and bounds as follows:

BEGINNING at a large apple tree located approximately 190 feet from the old Dawson Store, fourth corner of a tract of 100 acres conveyed to Raymond C. Kesner and wife by Loy E. Kesner and wife by deed dated October 6, 1944, also the beginning corner of the tract of which this is a part, and running thence, with the third line of the said 100 acre tract reversed and with the first line of the original (M.B. 1903) S. 80° 30' E. 8.5 feet to a set stone by a post in the west boundary line of the McMullen Highway (U.S. Route No. 220); thence, making division line along said road, S. 0° 30' W. 194 feet to an iron stake, beginning corner of a tract of 1.28 acres now the property of Hiliary Wilt; thence, reversing two of his lines, N. 71° 45' W. 202.5 feet to a stake in a fence; thence, crossing a drain, S. 8° 05' W. 81 feet to a fence post at the junction of three fences; thence leaving the said Wilt's lot and making division lines (M.B. 1949) N. 58° 25' W. 1200 feet to a set stone, located S. 82° W. 10.5 feet from a pointer marked pine at the east edge of an old road; thence, along said road, N. 38° 45' W. 142 feet to a set stone, 4 feet westward from a pine tree marked for pointer; thence, N. 38° 20' W. 358 feet to a set stone with a pin oak tree marked for pointer; thence, N. 22° 45' W. 144.5 feet to a pine tree with a pin oak tree marked for pointer; thence, N. 67° 00' W. 496 feet to a set stone in a path that leads from said old road down the mountain, white oak and maple trees marked for pointers; thence, near along said path N. 29° 00' E. 300 feet to a set stone with two chestnut oak trees marked for pointers; thence, N. 38° 30' E. 213 feet to a pin oak tree on the north side of said path; thence, N. 79° 00' E 99 feet to a pin oak tree on the south side of said

path; thence
/N. 42° 00' E. 203.6 feet to two white oak trees, corner of the first above mentioned 100 acre tract and corner of the tract of which this is a part; thence, with original lines, reversing the line of the 100 acre tract, (M.B. 1944) S. 62° 45' E. 274 feet to a set stone on a flat, 30 feet northward from a boulder; thence, S. 50° 00' E. 516.5 feet to an X mark on a large flat rock; thence S. 38° 45' E. 254 feet to a pine tree; thence, S. 25° 25' E. 243 feet to another pine tree on a point of a ridge and 10 feet west of a fence; thence, S. 7° 00' E. 521.5 feet to a post at the intersection of two fences; thence, S. 41° 40' E. 201 feet to a double locust tree in a fence; thence, S. 31° 45' E. 66 feet to a double sugar tree in said fence; thence, S. 53° 45' E. 726 feet to the place of Beginning, containing 35 acres, more or less, and being the same real estate which was conveyed to the said Richard K. Miller and Marion I. Miller, his wife, from Ernest Lee Kesner and Loretta M. Kesner, his wife, by deed dated the 15th day of July, 1949, and to be recorded among the Land Records for Allegany County Maryland, prior to the recording of this Mortgage, reference to said deed is hereby made for a more particular description of said real estate and the source of title thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Richard K. Miller and Marion I. Miller, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Ernest Lee Kesner and Loretta M. Kesner, his wife, their executors, administrators, or assigns, the aforesaid sum of Thirteen Hundred (\$1300.00) Dollars, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that until default be made in the premises the said Richard K. Miller and Marion I. Miller his wife, may hold and possess the aforesaid property upon paying in the meantime all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Richard K. Miller and Marion I. Miller his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Ernest Lee Kesner and Loretta M. Kesner his wife, their heirs, executors, administrators and assigns, or Lester Reynolds, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Richard K. Miller and Marion I. Miller, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

WITNESS, the hands and seals of said mortgagors:

Attest:

Lester Reynolds

Richard K. Miller (Seal)

Marion I. Miller (Seal)

STATE OF WEST VIRGINIA

MINERAL COUNTY TO WIT:

I HEREBY CERTIFY, That on this 26th day of July, in the year nineteen hundred and Forty-nine before me, the subscriber, a Notary Public of the state of West Virginia, in and for said County, personally appeared Richard K. Miller and Marion I. Miller, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Ernest Lee Kesner and Loretta M. Kesner, his wife, the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

My commission expires: April 5, 1951

Lester Reynolds, Notary Public.

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H. Wayne George et ux

Mortgage

To Filed and Recorded July 27th 1949 at 9:10 A.M.

The Liberty Trust Company, Cumberland, Maryland

THIS PURCHASE MONEY MORTGAGE, Made this 26th day of July, in the year nineteen hundred and forty-nine by and between H. Wayne George and Dorothy M. George his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said H. Wayne George and Dorothy M. George his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Five Thousand Five Hundred (\$5,500.00) Dollars, payable to the order of the said The Liberty Trust Company one year after date with interest from date at the rate of five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1949.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said H. Wayne George and Dorothy M. George, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground lying and being on Avirett Avenue in the City of Cumberland, Allegany County, Maryland, being all of Lot No. 7 and part of Lot No. 6 in Avirett Place, a subdivision of Rose Hill Addition to Cumberland, and more particularly described as follows to-wit: Beginning for the same at a point on the southerly side of Avirett Avenue in the City of Cumberland, distant 75 feet measured in a westerly direction along the southerly side of said Avirett Avenue from its intersection with the westerly side of Allegany Street in the said City and running thence with the southerly side of said Avirett Avenue, North 83 degrees 15 minutes

Compared and Mailed Delivered
To High-City
Aug 4 1949

West 35 feet, thence with a line parallel to Allegany Street crossing Lot No. 6 South 7 degrees 25 minutes West 75 feet to the northerly side of a ten foot lane called Garage Lane, thence with the northerly side thereof, South 83 degrees 15 minutes East 35 feet to the division line between Lots Nos. 7 and 8 of the aforesaid sub-division thence with the division line between Lots Nos. 7 and 8 North 7 degrees 25 minutes East 75 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by The Real Estate and Building Company of Cumberland, Md., et al, by deed dated July, 1949, and duly recorded among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Five Thousand Five hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first; to the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised under the power herein contained, and no sale thereof made that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Five Thousand Five Hundred (\$5,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to insure to the benefit of the mortgagee its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: Thomas L. Keech

H. Wayne George (Seal)

Dorothy M. George (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 26th day of July, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared H. Wayne George and Dorothy M. George, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

Compared and Mailed Delivered
To Register
July 4 1949

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Mortgage

John W. Robinette et ux

To Filed and Recorded July 27th 1949 at 9:20 A.M.

(Stamps \$1.65)

The Liberty Trust Company, Cumberland, Maryland.

THIS MORTGAGE, Made this 25th day of July in the year nineteen hundred and forty-nine by and between John W. Robinette and Elsie Robinette his wife, of Allegany County, Maryland of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine at the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said John W. Robinette and Elsie Robinette, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand Six Hundred (\$1,600.00) Dollars, payable to the order of the said The Liberty Trust Company one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues

at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1949.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said John W. Robinette and Elsie Robinette, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All those lots or parcels of ground known and designated as the Southeasterly half of Lot No. 55 and all of Lot No. 56 as shown on the plat of the Humbird Land and Improvement Company's Addition to South Cumberland, Maryland, said plat being dated March, 1891 and recorded in Liber 73 folio 721, of the Land Records of Allegany County, Maryland, and more particularly described as follows:

Beginning for the same at a point South 53-1/2 degrees East 37-1/2 feet from the Southeast corner of the intersection of Olive Avenue and Offutt Street, in said sub-division, and running thence with Offutt Street, South 53-1/2 degrees East 37-1/2 feet to the Northeast end of the division line of Lot No. 56 and 57 and thence with said division line, South 36-1/2 degrees West 125 feet to a 16 foot alley, thence with the Northeasterly side of said alley, North 53-1/2 degrees West 37-1/2 feet to the beginning of the center line of Lot No. 55, said center line being drawn in a Northeast direction parallel with Olive Avenue, and thence with said center line, North 36-1/2 degrees East 125 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by The Liberty Trust Company, by deed dated May 7, 1946, and recorded in Liber 208, folio 617 of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand Six Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest herein intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the said The Liberty

Trust Company, its successors and assigns, or George R. Hughes its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof, made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least One Thousand Six Hundred (\$1,600.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: Thomas L. Keech

John W. Robinette (Seal)
Elsie Robinette (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 25th day of July, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid personally appeared John W. Robinette and Elsie Robinette, his wife, and each acknowledged the foregoing Mortgage to be their act and deed; and at the same time before me also personally appeared Charles A. Piper, President of The Liberty Trust Company the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.
(Notarial Seal)

Geo. W. Siebert, Notary Public.

Bill of Sale

Clifton H. Nixon

To Filed and Recorded July 27th 1949 at 11:55 A.M.

Winnie Walters BILL OF SALE

I Clifton H. Nixon of Allegany County, State of Maryland, in consideration of One Hundred dollars no cents paid me by Winnie Walters, of Allegany County, State of Md., do hereby bargain and sell unto the said Winnie Walters the following personal property situated in Allegany County, Maryland, to-wit:

140 Chickens 1 Hog

Witness my hand and seal this 27 day of July in the year nineteen hundred and 49

Test:

H. V. Bloom

Clifton H. Nixon (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY That on this 27 day of July, in the year nineteen hundred and 49 before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Clifton H. Nixon and acknowledged the foregoing bill of sale to be his act, and at the same time personally appeared before me, Winnie Walters the within named vendee and made oath in due form of law, that the consideration stated in the foregoing bill of sale is true and bona fide as therein set forth.

(Notarial Seal)

Harold V. Bloom.

Compared and Mailed Delivered
To Winnie Walters
Aug. 4 19 49

Compared and Mailed Delivered
To Mrs. H. V. Bloom
Aug. 5 19 49

Norbert J. Zeller, et ux.

Mortgage.

To

Filed and Recorded July 6th 1949 at 10:45 A. M.

First Federal Savings & Loan Assoc. of Cumberland.

(Stamps \$8.80).

This Mortgage, Made this 6th day of July in the year Nineteen Hundred and Forty - Nine by and between Norbert J. Zeller and Hazel E. Zeller, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eighty-Three Hundred (\$8300.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent, per annum, in the manner following:

By the payment of Eighty-Eight and 06/100 (\$88.06) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain piece or parcel of ground situated on the Northwesterly side of the Braddock Road in the Allegany Grove Camp Ground Addition Amended, a plat of which is recorded in Plat Book No. 1, Folio 53, being a part of Lots Nos. 1, 2 and 3 of said addition and which is more particularly described as follows:

BEGINNING for the same at an iron bar stake at the intersection of the easterly side of a 20-foot street with the Northerly side of Braddock Road and running thence with said road, North 74 degrees 51 minutes East 113.7 feet to a stake at the end of the third line of a deed from Eleanor Humbird to Allegany Grove Camp Meeting Association, dated May 28, 1890, and recorded in Liber 68, Folio 483, one of the Land Records of Allegany County, then reversing a part of said third line North 23 degrees 32 minutes West 88.2 feet to the end of the second line of a deed from Norbert J. Zeller et ux, to the Cumberland Cement and Supply Company, dated November 12, 1947, which is recorded in Liber 218, Folio 110, one of the Land Records of Allegany County, Maryland, then reversing said second line South 57 degrees 42 minutes West 121.5 feet to a stake on the easterly side of aforesaid 20 foot street, and then with said street, South 32 degrees 18 minutes East 54.4 feet to the place of beginning.

It being the same property conveyed by The Cumberland Cement and Supply Company to Norbert J. Zeller and Hazel E. Zeller, his wife, by deed dated the 6th day of July, 1949, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eighty-Three Hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s.

Attest: Norbert J. Zeller (SEAL)
Hazel E. Zeller (SEAL)
Gerald L. Harrison (SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 6th day of July

in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Norbert J. Zeller and Hazel E. Zeller, his wife,
the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Gerald L. Harrison,

For value received, the First Federal Savings and Loan Association of Cumberland County, Maryland, hereby certifies the within and foregoing mortgage. Witness the signatures of Ryan, Secretary, the day and year above written.
Attest by Elizabeth Harrison, Secretary, (Corporate Seal)
The First Federal Savings and Loan Association of Cumberland County, Maryland, by Ryan, Secretary, 2/14/50, Executive Vice President.

Ruth E. Coniff

Mortgage.

To Filed and Recorded July 27th 1949 at 11:55 A. M.
First Federal Savings & Loan Assoc. of Cumberland, Md.

This Mortgage, Made this 25th day of July in the year Nineteen Hundred and Forty-Nine by and between Ruth E. Coniff (widow)

of Allegany County, in the State of Maryland part V of the first part, hereinafter called mortgagor, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:
Whereas, the said mortgagee has this day loaned to the said mortgagor, the sum of Four Thousand (\$4,000.00) Dollars,

which said sum the mortgagor agrees to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:
By the payment of Forty (\$40.00) Dollars,

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor does give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain lot of ground situate at the intersection of Central Avenue and Park Street, in the City of Cumberland, in said Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the Southerly side of Central Avenue with the easterly side of Park Street, and running then with said side of said Park Street, South 10 degrees 10 minutes West 25 feet; then at right angles to said side of said Park Street, South 79 degrees 50 minutes East 100 feet to an alley parallel with said side of said Park Street, then with said alley North 10 degrees 10 minutes East 70 feet to said Southerly side of said Central Avenue, and then with said side of said Central Avenue South 75 1/2 degrees West 108 feet to the place of beginning.

It being the same property conveyed by Harry I. Stegmaier, Trustee, to Ruth E. Coniff, by deed dated the 25th day of July, 1949, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor covenant s to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor hereby warrant s generally to, and covenant s with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that she will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, her heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant s to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor, her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, her representatives, heirs or assigns.

And the said mortgagor, further covenant s to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor, as additional security for the payment of the indebtedness hereby secured, do es hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor, for herself and her heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, her heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor
 Attest: Ruth E. Coniff (SEAL)
Gerald L. Harrison (SEAL)
 (SEAL)
 (SEAL)

State of Maryland,
 Allegany County, to wit:

I hereby certify, That on this 25th day of July
 in the year nineteen hundred and forty - nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared
Ruth E. Coniff

the said mortgagor herein and she acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
 (Notarial Seal) Gerald L. Harrison
 Notary Public

Cora Mognet Mortgage.

To Filed and Recorded July 7th 1949 at 3:20 P. M.

First Federal Savings & Loan Assoc. of Cumberland.

PURCHASE MONEY
This Mortgage, Made this 6th day of July in the
 year Nineteen Hundred and Forty Nine by and between
Cora Mognet (unmarried)

of Allegany County, in the State of Maryland
 part Y of the first part, hereinafter called mortgagor, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor, the sum of Three Thousand (\$3000.00) Dollars,
 which said sum the mortgagor agree s to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-Two and 56/100 (\$32.56) Dollars,
 on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor do es give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground lying in the City of Cumberland, in Allegany County, and State of Maryland, consisting of part of Lot No. 19 and part of Lot No. 20 in Haley's Addition to Cumberland, and described in one parcel as follows:

BEGINNING at a point on the Easterly side of Maryland Avenue, it being at the end of the first line of a deed from the Real Estate & Building Company of Cumberland, Md., to Ella V. Grady, recorded among the Land Records of Allegany County aforesaid in Liber J. W. Y. No. 95, Folio 563, and running thence with said Avenue, South 30 degrees 59 minutes West 35 feet, then South 63 degrees 20 minutes East 52-3/10 feet to Baker street, then with said Street, North 51 degrees 34 minutes East 38 feet to the end of the second line of said Grady deed, and with said second line reversed, North 63 degrees 20 minutes West 65-9/10 feet to the place of beginning, reference to which said deed and plat is hereby made.

It being the same property conveyed by Benjamin H. Ryan and Edith C. Ryan, his wife, to Cora Mognet by deed dated the 30th day of June, 1949, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a purchase money mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor covenant s to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor hereby warrant s generally to, and covenant s with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do - covenant that she will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.
 To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, her heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

Compared and Made Perfect by Notary
 To S. H. Leggett, City
 July 8, 1949

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of all auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor, her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, her representatives, heirs or assigns.

And the said mortgagor, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor, as additional security for the payment of the indebtedness hereby secured, does hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor, for herself and her heirs, personal representatives, does hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, her heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor. Attest: Cora Mognet (SEAL) (Unmarried) Gerald L. Harrison (SEAL) (SEAL) (SEAL)

State of Maryland, Allegany County, to wit: I hereby certify, That on this 6th day of July in the year nineteen hundred and forty-Nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Cora Mognet the said mortgagor herein and she acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee. WITNESS my hand and Notarial Seal the day and year aforesaid. (Notarial Seal) Gerald L. Harrison, Notary Public

Robert Harris, et ux, et al. Mortgage To Filed and Recorded July 14, 1949 at 3:20 P. M. First Federal Savings & Loan Assoc., of Cumberland.. (Stamps \$4.95)

This Mortgage, Made this 13th day of July in the year Nineteen Hundred and Forty-Nine by and between Robert W. Harris and Doris Mae Harris, his wife, and Ivy Wells Harris and Robert T. Harris, of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH: Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Forty-Five Hundred (\$4,500.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent, per annum, in the manner following:

By the payment of Forty-Five (\$45.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the Southerly side of Bedford Street Extended, and known as Lot No. 9, as shown on the Plat of Bopp's Suburban Addition to the City of Cumberland, Allegany County, Maryland, which said lot hereby intended to be conveyed is more particularly described as follows, to-wit:

BEGINNING for the same at a point on the Southerly side of Bedford Street, Extended at the end of the first line of Lot No. 8, and running thence with the Southerly side of said Bedford Street Extended, North 63 degrees East 49.7 feet, thence South 25 degrees East 123-5/10 feet to the Northerly side of a fifteen foot alley, thence with the Northerly side thereof, South 63 degrees West 43-8/10 feet to the end of the second line of Lot No. 8, thence reversing said second line, North 27 degrees 45 minutes West 123-5/10 feet to the place of beginning.

It being the same property conveyed by the Peoples Bank of Cumberland, Maryland, a corporation, to Robert Wells Harris and Ivy Wells Harris by deed dated the 7th day of January, 1941, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 189, Folio 30.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water privileges and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor, her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, her representatives, heirs or assigns.

And the said mortgagor, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor, as additional security for the payment of the indebtedness hereby secured, does hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor, for herself and her heirs, personal representatives, does hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, her heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor.

Attest: Gerald L. Harrison (SEAL)
Cora Mognet (Unmarried) (SEAL)
 _____ (SEAL)
 _____ (SEAL)

**State of Maryland,
 Allegany County, to wit:**

I hereby certify, that on this 6th day of July in the year nineteen hundred and forty - Nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Cora Mognet

the said mortgagor herein and she acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
 (Notarial Seal) Gerald L. Harrison
 Notary Public

Robert Harris, et ux, et al.

Mortgage

To
 First Federal Savings & Loan Assoc., of Cumberland.

Filed and Recorded July 14, 1949 at 3:20 P. M.

(Stamps \$4.95)

This Mortgage, Made this 13th day of July in the year Nineteen Hundred and Forty - Nine by and between Robert W. Harris and Doris Mae Harris, his wife, and Ivy Wells Harris and Robert T. Harris, of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors the sum of Forty-Five Hundred (\$4500.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Forty-Five (\$45.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the Southerly side of Bedford Street Extended, and known as Lot No. 9, as shown on the Plat of Bopp's Suburban Addition to the City of Cumberland, Allegany County, Maryland, which said lot hereby intended to be conveyed is more particularly described as follows, to-wit:

BEGINNING for the same at a point on the Southerly side of Bedford Street, Extended at the end of the first line of Lot No. 8, and running thence with the Southerly side of said Bedford Street Extended, North 63 degrees East 49.7 feet, thence South 25 degrees East 123-5/10 feet to the Northerly side of a fifteen foot alley, thence with the Northerly side thereof, South 63 degrees West 43-8/10 feet to the end of the second line of Lot No. 8, thence reversing said second line, North 27 degrees 45 minutes West 123-5/10 feet to the place of beginning.

It being the same property conveyed by the Peoples Bank of Cumberland, Maryland, a corporation, to Robert Wells Harris and Ivy Wells Harris by deed dated the 7th day of January, 1941, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 189, Folio 30.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered on 7/14/49
 To Allegany County
 July 14, 1949

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-Five Hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors or assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforesaid covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest: Lynn C. Lashley _____
Robert W. Harris (SEAL)
Doris Mae Harris (SEAL)
Ivy Wells Harris (SEAL)
Robert T. Harris (SEAL)

State of Maryland,
 Allegany County, to wit:

I hereby certify, That on this 13th day of July

in the year nineteen hundred and forty - Nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert W. Harris and Doris Mae Harris, his wife, Ivy Wells Harris and Robert T. Harris the said mortgagors herein and each acknowledged the aforesaid mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Lynn C. Lashley
 Notary Public

Joseph B. Kooser, et ux.

Mortgage.

To

Filed and Recorded July 14th 1949 at 3:40 P. M.

First Federal Savings & Loan Assoc. of Cumberland, Md.

Purchase Money
This Mortgage, Made this 14th day of July in the year Nineteen Hundred and Forty - Nine by and between Joseph B. Kooser and Anna M. Kooser, his wife, of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors the sum of Five Thousand Five Hundred Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-Five and 63/100 Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of land lying and being in Allegany County, Maryland, known as Lot No. 10 in the Second Addition to Roberts Place (a Plat of which is recorded among the Land Records of Allegany County), which is described as follows:

BEGINNING at a point on the Easterly side of McMullen Boulevard at the end of the first line of Lot No. 9, and running thence with the Easterly side of said Boulevard, South 36 degrees West 40 feet, thence South 54 degrees 45 minutes East 120 feet to the Westerly side of an Alley fifteen feet wide, thence with the Westerly side of said Alley, North 36 degrees East 38.4 feet to the end of the second line of Lot No. 9, then with said second line reversed, North 54 degrees West 120 feet to the beginning.

IT being the same property which was conveyed to Joseph B. Kooser and Anna M. Kooser, his wife, by Albert A. Astill and Florence A. Astill, his wife, by deed dated July 14th, 1949, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure part of the purchase price of the above described property and is a purchase money mortgage.

Said deed though dated as above noted, nevertheless, was delivered the same day as the delivery of this mortgage, both being part of one simultaneous transaction, and this mortgage is given to secure a part of the purchase price of the above described land and premises.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and attested
 Notary Public
 July 8, 1949

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-Five Hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s.

Attest: Harry B. Jones (SEAL)
Gerald L. Harrison (SEAL)
 (SEAL)
 (SEAL)

**State of Maryland,
 Allegany County, to wit:**

I hereby certify, that on this 18th day of July in the year nineteen hundred and forty - Nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Harry B. Jones and Josie Lee Jones, his wife, the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
 (Notarial Seal) Gerald L. Harrison,
 Notary Public

Howard E. Couter, et ux.

Mortgage.

To
 Filed and Recorded July 26th 1949 at 9:30 A. M.
 First Federal Savings & Loan Assoc. of Cumberland, Md. (Stamps \$3.30)

This Mortgage, Made this 25th day of July in the year Nineteen Hundred and Forty - Nine by and between Howard E. Couter and Eleanor M. Couter, his wife, of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:
 Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Three Thousand (\$3,000.00) Dollars,

which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty and 34/100 (\$30.34) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that piece or parcel of land known as Lot No. 94 of the Bannockburn Addition to Cumberland, Maryland, fronting about forty feet on Kentucky Avenue in said Addition.

It being the same property conveyed to The Liberty Trust Company by William C. Walsh, assignee in No. 15,676 Equity, in the Circuit Court for Allegany County, Maryland, by deed dated July 25, 1940, and recorded among the Land Records of Allegany County, Maryland.

It being also the same property conveyed to Howard E. Couter and Eleanor M. Couter, his wife, by deed from The Liberty Trust Company, dated the 3rd day of August, 1940, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 187, Folio 463.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s.
Attest: Gerald L. Harrison _____
Howard E. Couter (SEAL)
Eleanor M. Couter (SEAL)

(SEAL)

(SEAL)

State of Maryland,
Allegany County, to wit:

I hereby certify, that on this 25th day of July in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Howard E. Couter and Eleanor M. Couter, his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Gerald L. Harrison
Notary Public

George W. Martin, et ux.

Mortgage.

To
Filed and Recorded July 26th 1949 at 9:30 A. M.
First Federal Savings & Loan Assoc. of Cumberland. (Stamps \$17.60)

This Mortgage, Made this 25th day of July in the year Nineteen Hundred and Forty-nine by and between George W. Martin and Sarah S. Martin, his wife, of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:
Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Sixteen Thousand (\$16,000.00) Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:
By the payment of One Hundred (\$100.00) Dollars,

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground, situate, lying and being on Maryland Avenue and Cecelia Streets, in the City of Cumberland, in Allegany County, in the State of Maryland, and particularly described as follows, to-wit:

Beginning for the same at the intersection formed by the Southerly side of Cecelia Street and the Easterly side of Maryland Avenue, in the City of Cumberland, in Allegany County, in the State of Maryland, and running thence with the Southerly side of Cecelia Street, North 74 degrees 30 minutes East 80-7/10 feet to the property conveyed by Mary E. McCormick, and others, to Winner Bowman, by deed dated March 22nd, 1916, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 118, Folio 229, then South 15 degrees 30 minutes East to the Northerly side of King Street, then with the Northerly side of said King Street, North 85 degrees West 86 feet, more or less, to the intersection of the Northerly side of said King Street, with the Easterly side of Maryland Avenue, then with the Easterly side of said Maryland Avenue, North 15 degrees 30 minutes West 40-5/10 feet to the place of beginning.

IT being Parcel No. Two conveyed by George W. Legge, Trustee, to George W. Martin and Sarah S. Martin, his wife, in a deed dated the 15th day of January, 1947, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 213, folio 165.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.
To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixteen Thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s.
Attest: Lynn C. Lashley George W. Martin (SEAL)
Sarah S. Martin (SEAL)
(SEAL)
(SEAL)

**State of Maryland,
Allegany County, to wit:**

I hereby certify, that on this 25th day of July in the year nineteen hundred and forty - Nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George W. Martin and Sarah S. Martin, his wife,

the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Lynn C. Lashley
Notary Public

James Mick, et ux.

Mortgago.

To
Filed and Recorded July 26th 1949 at 9:30 A. M.
First Federal Savings & Loan Assoc. of Cumberland (Stamps 55¢).

This Mortgage, Made this 25th day of July in the year Nineteen Hundred and Forty - Nine by and between James Mick and Sylvia Mick, his wife, of Allegany County, in the State of Maryland partias of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:
Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Eight Hundred and Sixty (\$860.00) Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:
By the payment of Ten (\$10.00) Dollars,

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Wherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All of that parcel of land consisting of parts of Lots Numbers 178 and 179 of Section A as shown on the plat of Cellulose City Addition to Cumberland, which said Plat is filed in Plat Case Box #9, among the Land Records of Allegany County, and which said parts of Lots Numbers 178 and 179 are particularly described as follows, to-wit:

BEGINNING for the same at a point along the Westerly side of a ten-foot alley at the end of the second line of the whole lot Number 179, and running thence with the third and part of the fourth line thereof, South 82 degrees 00 minutes West 25 feet, North 8 degrees 00 minutes West 56 feet, then ce North 53 degrees 55 minutes East 16-2/10 feet, thence North 25 degrees 00 minutes West 60 feet to a point along the Southerly side of the McMullen Highway distant 30 feet measured at right angles from the center of the concrete driveway of said McMullen Highway, thence parallel to and distant 30 feet measured at right angles from the center of the concrete driveway of the McMullen Highway, North 61 degrees 12 minutes East 31 feet to its intersection with the Westerly side of a 10-foot alley, and with it South 8 degrees 00 minutes East 130-1/2 feet to the place of beginning.

It being the same property conveyed by Ora Hivick, guardian of Phoebe V. Fox, infant, to James Mick and Sylvia K. Mick, his wife, by deed dated the 29th day of April, 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 214, Folio 689.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Between 2/24/49
To G. W. Legge, Attorney
July 8, 1949

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and those presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Hundred and Sixty Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s.
Attest: James Mick (SEAL)
Sylvia K. Mick (SEAL)
Gerald L. Harrison (SEAL)

State of Maryland,
Allegany County, to wit:

I hereby certify, That on this 25th day of July in the year nineteen hundred and forty - Nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared James Mick and Sylvia K. Mick, his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Gerald L. Harrison,
Notary Public

Lee R. Alexander, et ux.

Mortgage.

To
Filed and Recorded July 27th 1949 at 11:55 A. M.
First Federal Savings & Loan Assoc. of Cumberland. (Stamps \$6.60).

This Mortgage, Made this 26th day of July in the year Nineteen Hundred and Forty - Nine by and between Lee R. Alexander and Christine K. Alexander, his wife, of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:
Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Six Thousand (\$6,000.00) Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:
By the payment of Sixty (\$60.00) Dollars,

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the southwest side of the Christie Road, near the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING for the same at a hub in the southwest side of the Christie Road at the southeast corner of a parcel of land deeded to Robert L. Ebert, the said hub also being approximately South 61 degrees 27 minutes East 238.65 feet, then South 73 degrees 57 minutes East 89 feet along the south west side of the Christie Road from the planted stone in Streets property line, thence with the southwest side of the Christie Road, South 73 degrees 57 minutes East 175 feet to a hub; thence South 6 degrees 12 minutes West 543 feet to a point in the northeast side of the Willowbrook Road near the Country Club, thence with the Northeast side of the Willowbrook Road, North 84 degrees 08 minutes West 116 feet to a hub thence North 79 degrees 48 minutes West 57 feet to a hub at the southwest corner of the Robert L. Ebert lot. Thence with east line of the Robert L. Ebert lot, North 6 degrees 12 minutes East 569.3 feet to the beginning.

It being the same property conveyed by Walter G. Ebert and Jane B. Ebert, his wife, to Lee R. Alexander and Christine K. Alexander, his wife, by deed dated the 15th day of July, 1946, and which is recorded in Liber No. 221, Folio 427, Land Record of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

We have and in hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed with: M. W. H. To: S. Legge, Atty. Gen. Aug 8 1949

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforesaid covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest: Lee R. Alexander (SEAL)
Christine K. Alexander (SEAL)
Gerald L. Harrison (SEAL)

State of Maryland,
Allegany County, to wit:

I hereby certify, That on this 26th day of July in the year nineteen hundred and forty-Nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Lee R. Alexander and Christine K. Alexander, his wife, the said mortgagors herein and each acknowledged the aforesaid mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Gerald L. Harrison, Notary Public.
Notary Public

Madalen A. Dahl

Mortgage.

To

Filed and Recorded July 27th 1949 at 11:55 A. M.

First Federal Savings & Loan Association of Cumberland.

PURCHASE MONEY

This Mortgage, Made this 26th day of July in the year Nineteen Hundred and Forty - Nine by and between Madalen A. Dahl (unmarried)

of Allegany County, in the State of Maryland party of the first part, hereinafter called mortgagor, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Wherras, the said mortgagee has this day loaned to the said mortgagor, the sum of Four Thousand (\$4,000.00) Dollars, which said sum the mortgagor agrees to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Forty (\$40.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor does give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece and parcel of ground lying at the Northeast corner of Cumberland and Wallace Streets, in the City of Cumberland, Allegany County, Maryland, being part of Lot No. 359 on May Five in the proceedings for the partition of the David Lynn property in 1674 Equity, the part hereby conveyed being described as follows, to-wit:

BEGINNING for the same at a stake on the north side of Cumberland Street and at the intersection of the east side of Wallace Street, with the North side of Cumberland Street, and running thence with Cumberland Street, South 81 degrees East 69 feet to the end of the fourth line of a deed from Jacob Millenson to Benjamin M. Kamens and Adaline S. Kamens, dated December 19, 1933, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 142, folio 163, and with the fourth line of said deed reversed, North 9 degrees East 26 feet to the end of the fourth line reversed; thence running with a line parallel to Cumberland Street, North 81 degrees West 69 feet to Wallace Street; thence South 9 degrees West 25 feet to the point of beginning.

It being the same property conveyed by Julia J. Leasure, widow, to Madalen Agnes Dahl by deed dated the 26th day of July, 1949, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein this Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do-- covenant that she will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, her heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered in 1949
To: Lee R. Alexander, Notary Public
July 8, 1949

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor, her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, her representatives, heirs or assigns.

And the said mortgagor, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor, as additional security for the payment of the indebtedness hereby secured, does hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor, for herself and her heirs, personal representatives, does hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, her heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor.

Attest: Gerald L. Harrison (SEAL)
Madalen A. Dahl (SEAL)
 _____ (SEAL)
 _____ (SEAL)

**State of Maryland,
 Allegany County, to wit:**

I hereby certify, that on this 26th day of July in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Madalen A. Dahl

the said mortgagor herein and she acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
 (Notarial Seal) Cumberland, Maryland, August 22, 1949 Gerald L. Harrison
 For value received, the First Federal Savings and Loan Association of Cumberland, Maryland, its President and the Corporate Secretary, attested by its Secretary, the day and year above written.
 Attest: By Gerald L. Harrison First Federal Savings and Loan Association of Cumberland, Maryland, Secretary
 By Robert E. Powell Vice President
 (Corporate Seal) 8/22/49

Alwin W. Pittman, et ux.

Mortgage.

To
 Filed and Recorded July 29th 1949 at 11:00 A. M.
 First Federal Savings & Loan Association of Cumberland, Md.

PURCHASE MONEY
This Mortgage, Made this 28th day of July in the year Nineteen Hundred and Forty-Nine by and between Alwin W. Pittman and Martha E. Pittman, his wife, of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:
 Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousand (\$4,000.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:
 By the payment of Forty and 50/100 (\$40.50) Dollars,

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece, or parcel of ground situated in La Vale, Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING for the same at a point on the northeasterly curb of a 30-foot street known as Bane Street, which said point stands South 26 degrees West 29 1/2 feet from the Southerly corner of the residence formerly occupied by John Martin (and which said residence is located on the property hereby intended to be conveyed), and continuing then with vernier readings reduced to magnetic bearings and with horizontal measurements North 41 degrees 58 minutes East 81.25 feet to a stake, then North 49 degrees East 12 feet, then South 41 degrees East 8 feet to a point on the third line of a deed from John J. Martin et ux, to James W. Norman, et al, dated August 9, 1943, which is recorded in Liber 197, folio 1, one of the Land Records of Allegany County, Maryland, then with the remainder of said third line North 53 degrees 50 minutes East 93.2 feet to a stake on the division line of the property of Henry A. Zverline, then with said division line, North 47 degrees 40 minutes West 62.6 feet to a stake, then South 50 degrees West to a point on the aforesaid curb on the easterly side of Bane street, and then running with said curb line South 40 degrees East 60 feet to the place of beginning.

It being the same property conveyed by James W. Norman and others to Alwin W. Pittman and Martha E. Pittman, his wife, by deed dated the 28 day of July, 1949, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.
 Attest: Alwin W. Pittman (SEAL)
 Martha E. Pittman (SEAL)
 Gerald L. Harrison (SEAL)

State of Maryland,
 Allegany County, to wit:

I hereby certify, That on this 28th day of July in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Alwin W. Pittman and Martha E. Pittman, his wife,

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
 (Notarial Seal) Gerald L. Harrison
 Notary Public

Albert L. Comer, et ux,

Mortgage.

To

Filed and Recorded August 2nd 1949 at 2:00 P. M.

First Federal Savings & Loan Assoc. of Cumberland, Md.

PURCHASE MONEY

This Mortgage, Made this 29th day of July in the year Nineteen Hundred and Forty-Nine by and between Albert L. Comer and Blanche C. Comer, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Thirty-Six Hundred (\$3600.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-Nine and 42/100 (\$29.42) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that rear part of Lot No. 1 in the William M. Long's Addition to Cumberland, said whole Lot No. 1 fronting on the State Road in La Vale, Allegany County, Maryland, and the rear of which lot extends to an alley on the North, the rear part of said Lot No. 1 hereby conveyed being described as follows, to-wit:

BEGINNING on the second line of Lot No. 1 in the William M. Long's Addition to Cumberland, a description of which lot is described in a deed recorded in Liber No. 93, Folio 363, one of the Land Records of Allegany County, Maryland, said beginning point being 80 feet from the end of said second line marked by a stake set in said line and running with the said second line North 42 degrees 53 minutes West 80 feet to the end thereof; then South 39 degrees 30 minutes West 100 feet to intersect the northern line of Buchanan lot, then South 42 degrees 50 minutes West 80 feet; then running across said whole lot North 39 degrees 30 minutes East 100 feet to the place of beginning.

It being the same property conveyed by Vernon Cost and Dorothy Cost, his wife, to Albert L. Comer and Blanche C. Comer, his wife, by deed dated the 29th day of July, 1949, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a purchase money mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all useful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Duberstein 7/29/49
 To W. Legge, City
 July 28, 1949

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-Six Hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.
 Attest: Albert L. Comer (SEAL)
Blanche C. Comer (SEAL)
Gerald L. Harrison (SEAL)

State of Maryland,
 Allegany County, to wit:

I hereby certify, That on this 29th day of July in the year nineteen hundred and forty Nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Albert L. Comer and Blanche C. Comer, his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
 (Notarial Seal) Gerald L. Harrison
 Notary Public

Emma I. Ranker, et vir.

Chattel Mortgage.

To

Filed and Recorded July 21" 1949 at 10:40 A. M.

Lester Millenson t/a, etc.

This Chattel Mortgage Made this 15th day of July, 1949

by and between Emma I. Ranker and Chester A. Ranker, her husband, R. #3, Valley Road of the City of Cumberland, Allegany County, State of Maryland hereinafter called the "Mortgagor," LESTER MILLENSON, trading as NATIONAL LOAN COMPANY, Cumberland, Maryland (License No. 92), hereinafter called the "Mortgagee."

WITNESSETH: That for and in consideration of the sum of Two Hundred Fifty Dollars (\$ 250.00), the actual amount lent by the Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which amount the Mortgagor hereby covenants to repay unto the Mortgagee as herein set forth, the said Mortgagor doth hereby bargain and sell unto the said Mortgagee the following described personal property, now located at No. R. #3 Valley Road ~~Street~~ aforesaid, that is to say:-

Make	Model	Year	Engine No.	Serial No.	Title No.
Buick	4-Door Sedan	1936	43056920	2886742	D254034

OTHER ACCESSORIES:

1 coal cook stove, 1 kitchen table, 4-kitchen chairs, 1 kitchen cabinet, 1 ice box, 1 oak dining room table, 6 oak dining room chairs, 1 oak buffet, 1 rug, 1 overstuffed 3-pc. living room suite, consisting of davenport and 2 chairs, 1 "Silvertone" table model Radio, 1 3-pc. walnut bedroom suite consisting of bed, dresser and chair, 1 cedar chest.

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

TO HAVE AND TO HOLD the same unto the said Mortgagee, his personal representatives and assigns, forever.

PROVIDED, HOWEVER, that if the said Mortgagor shall pay or cause to be paid to the said Mortgagee, his personal representatives and assigns, at his regular place of business, the aforesaid principal sum of ~~Two Hundred Fifty Dollars~~ Two Hundred Fifty Dollars (\$ 250.00), in Fourteen successive monthly installments of Twenty Dollars and 94/100 Dollars, (\$ 20.94), each, including interest before and after maturity at the rate of 3% per month on the unpaid balance, including interest as aforesaid, which installment shall be payable on the 25th day of September, 1950, then these presents shall be void. (X) principal balances, the first of which installments shall be payable on the 25th day of July, 1949, together with a final 15th installment covering any unpaid ~~the Mortgagor~~ the Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said mortgaged personal property from the above described premises without the consent in writing of the Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by the Mortgagee at any time.

In the event of default in any of the covenants or conditions hereof, or if the Mortgagor sell or offer to sell said mortgaged personal property, or any part thereof, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of the Mortgagee, without prior demand, and said Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of the Mortgagee to the Mortgagor, or if possession be withheld from the Mortgagee, the Mortgagee may obtain possession by any appropriate legal proceeding including the right of replevin. After such possession under the terms hereof, the Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

The Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to the Mortgagor at his or their last known address, notifying him or them that the Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of the Mortgagor (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder, therefore, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, the Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which the Mortgagor resides or in the City or County in which the Mortgagee is licensed, whichever the Mort-

Compared and Mailed Delivered on 7/21/49
 To Mortgagee - City
 Reg. 8.

gagee shall elect. At any time prior to said sale, the Mortgagor may obtain possession of the said mortgaged personal property upon payment to the said Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which the Mortgagee may have.

The Mortgagor agrees to keep the aforesaid mortgaged property insured during the continuance of this mortgage in some company suitable to the Mortgagee against loss of fire (and in case the property mortgaged is an automobile, against loss by fire, theft and collision) in an amount of not less than \$ --- and to cause said policy or policies to be so framed as to be payable in case of loss to the Mortgagee.

The Mortgagor acknowledges to have received from the Mortgagee, in connection with the loan herein mentioned, a statement in the English language, showing the amount and date of the loan, the maturity thereof, the nature of the security for the loan, the name and address of the Mortgagor, the name and address of the Mortgagee, the rate of interest charged and the provisions of Section 14 of Article 58A of the Uniform Small Loan laws of Maryland.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY WHEREOF, witness the hand(s) and seals(s) of said Mortgagor(s).

WITNESS Geneva Stone _____ Mary E. McKenzie (SEAL)
WITNESS Geneva Stone _____ Virgil D. McKenzie (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO-WIT:

I HEREBY CERTIFY that on this 25th day of July, 1949, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County aforesaid, personally appeared Mary A. McKenzie and Virgil D. McKenzie, her husband, the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared LESTER MILLENSON, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as herein set forth.

WITNESS my hand and Notarial Seal

(Notarial Seal) _____ Geneva Stone, Notary Public
(NOTARIAL SEAL)

*Insert the word "including" or the word "with" as the circumstances may require.

John W. Knowlton, et ux.

Mortgage.

To _____ Filed and Recorded August 2nd 1949 at 2:00 P. M.

First Federal Savings & Loan Assoc. of Cumberland.

PURCHASE MONEY

This Mortgage, Made this 1st day of August in the year Nineteen Hundred and Forty - Nine by and between John W. Knowlton and Louise M. Knowlton, his wife, of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of THIRTY SIX HUNDRED (\$3600.00) Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-Six (\$36.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All of Lot No. 18, in Riverview Addition to Cumberland, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning on the south side of Avirett Avenue at a mark cut in the sidewalk, at the end of the first line of Lot No. 17, of said Addition, said point of beginning being also North 78 degrees 15 minutes West 50 feet from the intersection of the South side of Avirett Avenue with the west side of Long Street and running thence with the south side of Avirett Avenue, South 78 degrees 15 minutes East 25 feet to a crack in the sidewalk, then leaving Avirett Avenue at right angles parallel to Long Street, South 11 degrees 45 minutes West 100 feet to a hub in the North side of a 12-foot alley, then with said side of said alley, North 78 degrees 15 minutes West 25 feet to a tack in the top railing, the end of the second line of Lot No. 17, then with the said second line reversed, North 11 degrees 45 minutes East 100 feet to the beginning. Resurveyed January, 1946.

It being the same property conveyed by Charles Francis Sowers and Vivian Louise Sowers, his wife, to John W. Knowlton and Louise M. Knowlton, his wife, by deed dated the 1st day of August, 1949, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lezge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-Six Hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforesaid covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s.

Attest: John W. Knowlton (SEAL)
Louisa M. Knowlton (SEAL)
Gerald L. Harrison (SEAL)

State of Maryland,
 Allegany County, to wit:

I hereby certify, That on this 1st day of August

in the year nineteen hundred and forty - Nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

John W. Knowlton and Louisa M. Knowlton, his wife,
 the said mortgagor s herein and each acknowledged the aforesaid mortgage to be their act and deed; and at the same time before me also personally appeared George W. Lezge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Gerald L. Harrison
 Notary Public

John J. Coleman, et ux.

Mortgage.

To John J. Coleman and Ruth L. Coleman, his wife, and Francis P. Loughney (Unmarried)
 First Federal Savings & Loan Assoc. of Cumberland Filed and Recorded August 8th 1949 at 11:20 A.M.
 (Stamps \$2.20).

This Mortgage, Made this 1st day of August in the year Nineteen Hundred and Forty-Nine by and between John J. Coleman and Ruth L. Coleman, his wife, and Francis P. Loughney (Unmarried) of Allegany County, in the State of Maryland part 1st of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:
 Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Two Thousand (\$2,000.00) Dollars,

which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-Eight and 40/100 (\$38.40) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those two several lots of ground designated as Lot No. 10 and Lot No. 11, parts of a tract of land called the Resurvey on Shutes Request, situated in Allegany County, Maryland, and particularly described in one parcel as follows, to-wit:

Beginning for the same on the West side of Virginia Avenue in the City of Cumberland, in said Allegany County, at a point ninety feet in a Northerly direction from the intersection of the said side of said Avenue, with the Northerly side of Laing Avenue, said point being at the end of the first line of Lot No. 9, heretofore conveyed to Lucinda Jane Earsom, and running thence with said Western side of said Virginia Avenue, North 28-1/4 degrees East 60 feet, thence at right angles to said Virginia Avenue and parallel with the second line of said Earsom lot and with Laing Avenue, North 61-3/4 degrees West 110 feet to the Eastern side of an alley, thence parallel with said Virginia Avenue and with said side of said alley, South 28-1/4 degrees West 60 feet to the end of the second line of said Earsom lot, thence East 110 feet to the place of beginning. Each of said two lots No. 10 and No. 11, fronting thirty feet on said Western side of said Virginia Avenue and being the same property conveyed to Noah Kierson by Harry E. Weber, et ux, by deed dated February 27, 1908, and recorded in Liber No. 102, Folio 490, of the Land Records of Allegany County.

It being the same property conveyed by John T. Loughney and others to Francis P. Loughney by deed dated the 15th day of November, 1926, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 212, Folio 609.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed August 27, 1949
 W. B. Lezge, Notary Public
 Aug 9, 1949

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or nete, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest:

Gerald L. Harrison

John J. Coleman (SEAL)
Ruth L. Coleman (SEAL)
Francis Loughney (SEAL)

State of Maryland,
Allegany County, to wit:

I hereby certify, that on this 1st day of August in the year nineteen hundred and forty - nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John J. Coleman and Ruth L. Coleman, his wife, and Francis P. Loughney the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Gerald L. Harrison

Notary Public

Lester A. Runion, et ux.

Mortgage.

To
First Federal Savings & Loan Assoc. of Cumberland, Md. Filed and Recorded August 9th 1949 at 10:45 A. M.
(Stamps \$3.30)

This Mortgage, Made this 8th day of August in the year Nineteen Hundred and Forty - Nine by and between Lester A. Runion and Hazel Pearl Runion, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:
Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand (\$3,000.00) Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:
By the payment of Thirty (\$30.00) Dollars,

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots or parcels of land lying and situated in Allegany County, Maryland, and designated on the plat of the LaVale Home Addition as Lots Nos. Seven (7) and Eight (8), and more particularly described as follows:

BEGINNING for the same at a peg on the south side of the National Pike at the end of the first line of Lot No. 6, and running thence with said Pike South 43 degrees 30 minutes West 50 feet, thence South 45 degrees 30 minutes East 125 feet to a 12 foot alley, and with said Alley North 43 degrees 30 minutes East 50 feet to the end of the second line of Lot No. 6, and with said line reversed, North 45 degrees 30 minutes West 125 feet to the beginning.

It being the same property conveyed by Paul R. Wilson and Marie D. Wilson, his wife, to Lester A. Runion and Hazel P. Runion, his wife, by deed dated the 27th day of May, 1949, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 225, Folio 249.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mixed with
v. S. J. Legge-Attorney
Aug 9 1949

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s.
 Attest: Lester A. Runion (SEAL)
Hazel Pearl Runion (SEAL)
Gerald L. Harrison (SEAL)

State of Maryland,
 Allegany County, to wit:

I hereby certify, That on this 8th day of August in the year nineteen hundred and forty-Nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Lester A. Runion and Hazel Pearl Runion, his wife, the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid. Gerald L. Harrison
 (Notarial Seal) Notary Public

John T. Loughney et ux

Mortgage

To Filed and Recorded July 28th 1949 at 11:45 A.M.
 Equitable Savings and Loan Society
 of Frostburg, Maryland.

THIS MORTGAGE, Made this 26th day of July, 1949, by and between John T. Loughney and Carrie M. Loughney his wife, of Allegany County, Maryland, parties of the first part, hereinafter called the "Mortgagor", and Equitable Savings and Loan Society of Frostburg, Maryland, a corporation organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "MORTGAGEE".

WHEREAS, the Mortgagor, being a member of said Society, has received therefrom a loan of Four Hundred Fifty Dollars (\$450.00) being the balance of the purchase money for the property hereinafter described on his Three and Six-thirteenths (3-6/13) Shares of its stock.

AND WHEREAS, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of Ten Dollars (\$10.00) on or before the 26th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

AND WHEREAS, it was a condition precedent to said loan that the repayment thereof, together with the interest advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property to wit:

ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated on the South side of McCulloh Street in the Town of Frostburg and known and distinguished as Lot No. 117 of McCulloh's Addition to the said Town of Frostburg, a plat of which addition is of record among the Land Records of Allegany County, Maryland, in Liber No. 33 folio 531.

IT being the same property which was conveyed by Catherine Loughney, widow, to John T. Loughney et ux by deed dated May 28, 1936, and recorded in Deeds Liber 175 folio 16, among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

PROVIDED, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

AND the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and

Compared and Mailed Delivered
 To Mr. George Legge
 Aug 4 1949

assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns during the continuance of this Mortgage, the sum of -- Dollars (\$--) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

IT is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments or the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

AND the Mortgagor does further covenant and agree:

(a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

(b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.

(c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

(d) That he specially warrants the property herein mortgaged, and that he will execute

such further assurances thereof as may be required.

(e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

AND IT IS AGREED that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

AND in case of any default being made in any of the payments, covenants or conditions of this Mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, Maryland, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards either privately or publicly and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, 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 signatures and seals of the parties of the first part on the day and year above written.

WITNESS as to all:

Harry J. Boettner

John T. Loughney (Seal)

Carrie M. Loughney (Seal)

STATE OF MARYLAND,
ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 26th day of July, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John T. Loughney and Carrie M. Loughney his wife, the Mortgagor herein, and acknowledged the foregoing instrument of writing to be their respective act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee, therein, and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized

by it to make such affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Harry J. Boettner,
Notary Public.

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John Carter et ux

Mortgage

To Filed and Recorded July 28th 1949 at 10:55 A.M.

The Liberty Trust Company, Cumberland, Maryland.

(Stamps \$2.20)

THIS MORTGAGE, Made this 27th day of July in the year nineteen hundred and forty-nine by and between John Carter and Roseanna E. Carter, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said John Carter and Roseanna E. Carter, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand Three Hundred Fifty (\$2,350.00) Dollars, payable to the order of the said The Liberty Trust Company one year after date with interest from date at the rate of five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on---

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said John Carter and Roseanna E. Carter, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns the following property to-wit:

All the following described lot or parcel of ground situated about one mile from Mount Savage, and near the tramway in Dutch Hollow, in Allegany County, Maryland, which is more particularly described as follows, to wit:

Beginning for the same at a corner, it being the end of the 5th line of deed, Union Mining Company, to James Henahan, but now owned by George Lutz, deed dated 19th day of April, 1899, Lioer 86 folio 473,; and running thence reversing 5th line, allowing for variation, North 87 degrees 30 minutes East 367.5 feet to a peg; thence South 5 degrees 00 minutes West 371.9 feet to a large bounded maple tree marked with three notches; thence South 5 degrees 00 minutes West 299.3 feet to a peg, from which peg a maple tree marked with four notches stands South 45 degrees 39 minutes West 52.2 feet; thence South 65 degrees 28 minutes West 276 feet to a peg standing 30 feet from center line of the fire clay tramway leading from Mount Savage to the fire clay mine; thence running with and 30 feet from center line of said tramway, North 25 degrees 20 minutes West 137.1 feet to a peg; thence North 13 degrees 43 minutes West 145.8 feet to a peg; thence North 1 degree 12 minutes West 141 feet to a peg; thence North 7 degrees 19 minutes East 316.5 feet to the beginning, containing 5.82 acres, more or less.

It being the same property conveyed unto the said John Carter by The Union Mining Company of Allegany County, a body corporate, by deed dated September 16, 1919, and recorded

among the Land Records of Allegany County, Maryland, in Liber No. 140, folio 678.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand Three Hundred Fifty Dollars together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein/his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor, shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George H. Hughes, its, his or their duly constituted attorney or agent are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been matured or not; and as to the balance to pay it over to the said mortgagor, his heirs personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land to the amount of at least Two Thousand Three Hundred Fifty (\$2,350.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and

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To *Allegany Co.* *July 28* 1949

bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Celestine H. Rhind

John Carter (Seal)

Rose Annie E. Carter (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 27th day of July in the year nineteen hundred and forty nine before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared John Carter and Roseanna E Carter his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Celestine H. Rhind, Notary Public.

My Commission expires May 7, 1951.

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Arthur H. Jurgenson, et ux

Mortgage

To Filed and recorded July 28th 1949 at 10:20 A.M.

C. A. Jewell et ux

THIS PURCHASE MONEY MORTGAGE, Made this 23rd day of July, in the year Nineteen Hundred and Forty-nine by and between Arthur H. Jurgenson and Edith E. Jurgenson his wife, of Allegany County, in the State of Maryland, parties of the first part, and C.A. Jewell and Mary E. Jewell, his wife, of Mineral County in the State of West Virginia, parties of the second part, WITNESSETH:

WHEREAS, the parties of the first part are indebted unto the parties of the second part in the full and just sum of \$900.00 this day loaned the parties of the first part by the parties of the second part, which said sum is to be repaid with interest thereon at the rate of 6% per annum in monthly installments of \$50.00 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945 or any future amendments thereto.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit:

ALL those lots, pieces or parcels of ground known as Lots 4, 5 and 6 on an unrecorded plat of C.A. Jewell's Subdivision of part of O.N. Magruder tract in Election District 21 in Allegany County, Maryland, which said property is more particularly described in one parcel as follows:

BEGINNING for the same at a stone pile on the southeasterly side of Maryland U.S. Route No. 40 in Election District No. 21 which is also at the end of a line drawn North 52 degrees 40 minutes East 150 feet from an iron pipe and stone pile which is the point of beginning in a deed from Oliver N. Magruder et ux, to C.A. Jewell, dated August 29, 1946, and recorded in Deeds Liber 211, folio 19, among the Land Records of Allegany County, Maryland, and running thence with said side of said Maryland-U.S. Route 40 which is known as the Baltimore Pike North 52 degrees 40 minutes East 150 feet to a stone pile; thence South 37 degrees 20 minutes East 225 feet to a stone pile; thence South 52 degrees 40 minutes West 150 feet to a stone pile; thence North 37 degrees 20 minutes West 225 feet to the place of beginning.

IT being the same property which was conveyed by C.A. Jewell, et ux to Arthur H. Jurgenson, et ux by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property herein conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs or assigns, the aforesaid sum of Nine Hundred Dollars (\$900.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Cobey, Carscaden, and Gilchrist its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes, levied, and a commission of eight per cent to the party selling or making said sale; secondly to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their

Compared and Mailed Documents, Etc.
To Mr. Carscaden, Clerk of Ct.
Aug 4 19 49

representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Hundred (\$900.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire or other losses to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors.

Witness:

Maxine Wilmot

Arthur H. Jurgenson (Seal)

Maxine Wilmot

Edith E. Jurgenson (Seal)

STATE OF MARYLAND,

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 23rd day of July, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Arthur H. Jurgenson and Edith E. Jurgenson, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared C.A. Jewell and Mary E. Jewell his wife, the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Maxine Wilmot, Notary Public.

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Glenn H. Bross et ux

Chattel Mortgage

To Filed and Recorded July 28th 1949 at 8:30 A.M.

(Stamps \$.55)
Mortgagee

Aetna Loan Co. Inc.

Aetna Loan Company, Inc.

Loan No. Cum 1376

Borrowers: (Last Name) Cross, Glenn H. & Mary Lee

7 N. Liberty Street

Addresses:

230 Beall Street,

Cumberland, Maryland

City Cumberland

County Allegany

State Maryland

Date of This Loan

Amount of This Loan

First Payment Due

Final Payment Due

July 26, 1949

\$575.00

9/1/49

11/1/50

Payable in 14 successive monthly installments of \$38.34 each, and 1 installment of \$38.24 each, with interest after maturity at 6% per annum.

This chattel mortgage made on the date above stated between the borrowers named above as mortgagors (which term shall also relate to the singular wherever appropriate) and the mortgagee named above. Auto & Household Goods.

Witnesseth: That in consideration of the actual amount of the loan, above stated, paid to mortgagor by mortgagee, receipt of which is hereby acknowledged and for the purpose of securing the repayment of said loan the mortgagors do hereby grant, sell, convey and confirm unto the said mortgagee the hereinafter described property which borrowers warrant to be

their exclusive unencumbered property: To have and to hold the same unto the said mortgagee, its successors and assigns forever.

Provided, however, if the said mortgagors shall pay their note of even date in the amount loaned to the mortgagor with interest at the agreed rate, payable in consecutive monthly payments stated above, on the same day of each succeeding month until the full obligation of said note is paid on the date of the final payment stated above, then this mortgage to be void, otherwise to remain in full force and effect.

The mortgagor may retain possession of the goods and chattels mentioned hereinafter as long as the payments on said note are made when due, as therein provided, and the covenants of this mortgage are fulfilled. If the mortgagor shall fail to pay any installment in payment of said note, as therein provided, or fail to perform any of the covenants hereof, then the mortgagee may take possession of said goods and chattels, as permitted by law, wherever found, and sell the same in the manner provided by law at public or private sale. From the proceeds of any such sale or foreclosure, mortgagee shall retain all moneys due mortgagee and render the balance, if any, to mortgagors.

The unpaid balance of said note, or any part thereof, may at the option of the undersigned be paid at any time.

The remedy or remedies herein accorded mortgagee shall be in addition to, and not in limitation of any other right or remedy which the mortgagee shall have.

Description of Mortgaged Property:

Make of Auto	Year	Body	Motor Number	Serial Number
Plymouth	1941	2 dr. Sedan	P12-270745	11286211
2 overstuffed chairs				
1 Clock, 1 Divan, 1 Table Radio, 2 Floor Lamp, 1 Piano and Bench, 1 Table, 1 Walnut End Table, 1 Buffet, 6 Chairs, 1 Table, 1 China Cabinet, 1 Dishes, 1 Silverware, 1 Iron, 1 Toaster, 1 Vacuum Cleaner, 1 Cabinet, 4 Chairs, 1 Elec. Wash. Mach. 1 Refrigerator, 1 Tappan Gas Range, 1 Table, 1 Linoleum, 1 Dishes, 2 Beds, 1 Maple Chiffonade, 2 Maple Dresser, 1 Maple Wardrobe, 1 Maple Vanity, 2 Lamps.				

In witness whereof, the mortgagors hereunto set their hands and seals the date of the chattel mortgage above set forth.

WITNESS K. F. Gornall

Mary L. Cross (Seal)
Glenn H. Cross (Seal)

WITNESS John J. Karel

STATE OF MARYLAND, CITY/COUNTY OF Allegany TO WIT:

I HEREBY CERTIFY that on this 27th day of July, 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County, aforesaid, personally appeared Cross, Glenn, H. & Mary Lee, his wife, the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared John J. Karel Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

Eugenia A. Spano, Notary Public.

(Notarial Seal)

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Compared and Mailed Delivered
To Judge City
July 28 1949

William G. Powell et ux

Chattel Mortgage

To Filed and Recorded July 28th 1949 at 8:30 A.M.

Personal Finance Company of Cumberland

THIS CHATTEL MORTGAGE, Made this 26th day of July, 1949, by Maggie B. Powell and William G. Powell, her husband, Cumberland of the City/County of Allegany State of Maryland, hereinafter called "Mortgagor", to Personal Finance Company of Cumberland, a body corporate, Liberty Trust Co. Bldg. S.W. Cor. Baltimore and Centre Sts., Cumberland, Md. hereinafter called "Mortgagee".

WITNESSETH: That for and in consideration of the sum of One Hundred Fifty Dollars, Dollars (\$150.00) the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The chattels including household furniture now located at 220 Grand Ave. (Street Address) Cumberland (City) Allegany (County) in said State of Maryland, that is to say:

Living Room	Dining Room	Kitchen	Bed Room
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1 Refrigerator M. Wards
1 Vacuum Cleaner S.C.
1 Writing Desk

--and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substitute for any chattels herein mentioned.

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, the said sum of \$150.00/100 according to the terms of and as evidenced by a certain promissory note of even date herewith, payable in 15 successive monthly instalments of \$11.94/100 each, which includes interest at the rate of 3% per month on the unpaid principal balances, the first of which instalments shall be payable on the 26th day of August, 1949, together with a 16th instalment, covering any unpaid balance, including interest as aforesaid, which instalment is due and owing on the 26th day of November, 1950 and interest after maturity at said rate, then these presents shall be void.

The note evidencing said loan provides that the principal amount thereof or any part thereof may be paid prior to maturity with interest at the aforementioned rate to the date of payment.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

In the event of default in the payment of any instalment of principal or interest or any part of either, as provided in said note, then the entire unpaid balance of principal together with accrued interest as aforesaid, shall immediately become due and payable at the option of Mortgagee, without prior notice or demand, and Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to Mortgagor; after such possession under the terms hereof, Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions.

Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder therefor at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which Mortgagee is licensed, whichever Mortgagee shall elect. At any time prior to said sale, Mortgagor may obtain possession of the said mortgaged personal property upon payment to Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to and not in limitation of any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS Edith M. Twigg

Maggie B. Powell (Seal)

WITNESS C. L. Coughenour

William G. Powell (Seal)

STATE OF MARYLAND CITY/COUNTY OF Allegany TO WIT:

I HEREBY CERTIFY that on this 26th day of July, 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared Maggie B. Powell and William G. Powell, her husband, the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time before me also personally appeared C. L. Coughenour Agent for the within named Mortgagee and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Edith M. Twigg, Notary Public.

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Mortgage

Donald C. Schneider et ux

To Filed and Recorded July 28th 1949 at 2:30 P.M.

Ethel Gladys Nedrow

THIS MORTGAGE, made this 27th day of July, in the year Nineteen Hundred and Forty-nine by and between Donald C. Schneider and Virginia K. Schneider, his wife, hereinafter called Mortgagors which expression shall include their heirs, personal representatives, successors and assigns, where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and Ethel Gladys Nedrow, Widow, hereinafter called Mortgagee which expression shall include her heirs, personal representatives successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, witnesseth:

Compared & Mailed Delivered
To Mortgagee at 11:30 A.M.
July 28, 1949

WHEREAS: The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Six Hundred Three Dollars and Eighty Cents (\$603.80) which said indebtedness, together with the interest thereon at the rate of Five Per Centum (5%) per annum, is to be repaid in payments of not less than Twenty Dollars (\$20.00) each month, the interest to be computed at the rate aforesaid and deducted from said payments and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness. The first of said monthly payments shall be due and payable September 1, 1949, and continue thereafter each month until the full amount of the principal and interest as evidenced by this mortgage are fully paid.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore a Purchase Money Mortgage.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors, do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that lot or parcel of ground lying and being in Allegany County, Maryland, lying near and North of the National Turnpike, four miles West of Cumberland, and being known as Lot No. 1 in Section "B", of the "Christopher Weires Farm Addition" and more particularly described as follows:

Beginning at a point at the intersection of a twelve foot alley and LaVale Boulevard it being also the beginning point of the deed from Christopher Weires to Robert E. Weires, dated June 28, 1945, and recorded in Liber No. 204, folio 449, one of the Land Records of Allegany County, Maryland, and running thence with part of the first line of said deed, being with the Northeastly side of LaVale Boulevard, North 40 degrees 45 minutes West 46 feet; thence North 49 degrees 15 minutes East 117.24 feet to the third line of said deed; thence with said third line, South 40 degrees 45 minutes East 46 feet to the end of said third line and the Northwestly side of a twelve foot alley; thence with said alley and the fourth line of said deed, South 49 degrees 15 minutes West 117.23 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Ethel Gladys Nedrow, ^{widow} by deed dated July, 1949, and duly recorded among the Land Records of Allegany County, Maryland.

AND WHEREAS, this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid Six Hundred Three Dollars and Eighty Cents (\$603.80) and in the meantime shall perform all the covenants hereinon their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Mortgagors, may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or pur-

chasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in City of Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied; first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgaged debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least Six Hundred Three Dollars and Eighty Cents (\$603.80) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of her lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hands and seals of said Mortgagors.

Attest: Thomas L. Keech

Donald C. Schneider (Seal)
Virginia K. Schneider (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY that on this 27th day of July in the year 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Donald C. Schneider and Virginia K. Schneider, his wife, the within named mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Ethel Gladys Nedrow, widow, the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

The Trustees of The First Baptist Church in Cumberland, Maryland, a corporation Mortgage

To Filed and Recorded July 28th 1949 at 11:30 A.M.

George A. Booth et ux
PURCHASE MONEY MORTGAGE
THIS PURCHASE MONEY MORTGAGE, Made and Executed this 21st day of July, in the year One Thousand Nine Hundred Forty-Nine, by and between The Trustees of The First Baptist Church in Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, of Allegany County, State of Maryland party of the first part, mortgagor, and George A. Booth and Mabel B. Booth his wife, of Allegany County, State of Maryland, parties of the second part, Mortgagees,

Witnesseth:

Whereas, the said party of the first part is justly and bona fide indebted unto the said parties of the second part in the full and just sum of Sixteen Thousand Five Hundred

Comp. and Mailed Delivered
To Easton, Md. City Ct. Aug. 4, 1949

Fifty and 30/100 Dollars (\$16,550.30), which said sum has this day been loaned by the said parties of the second part unto the party of the first part, and which said sum represents the purchase price of the first parcel of the hereinafter mortgaged property, and which said sum is to be repaid ten years from the date hereof, and in the meantime the said principal sum shall bear interest at the rate of five per cent (5%) per annum, and which said interest shall be computed and payable monthly hereafter; with the right specifically reserved unto the mortgagee to prepay any or all of said principal sum at any time prior to maturity.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) cash in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said The Trustees of The First Baptist Church, in Cumberland, Maryland, does give, grant, bargain and sell, convey and release and confirm unto the said George A. Booth and Mabel B. Booth, his wife their heirs and assigns, the following property, to wit:

PARCEL NO. 1: All that lot or parcel of ground in the City of Cumberland, Maryland, on the Southwest corner of Columbia and Bedford Streets:

BEGINNING at the intersection of Columbia and Bedford Streets on the South side of Columbia Street; and running thence with Columbia Street, North 73 1/2 degrees West 88 feet to Richard's lot; and with it, South 23 degrees West 58 1/2 feet to the Baptist Church lot; and with it, South 75 degrees East 88 feet to Bedford Street; and with it, North 23 degrees East 58 feet to the beginning.

The aforesaid parcel of land is the same parcel which was conveyed by deed of even date herewith by Carl A. Young and Vera G. Young, his wife, unto The Trustees of the First Baptist Church of Cumberland, Maryland, and which said deed is to be recorded simultaneously with this purchase money mortgage, a specific reference to which said deed is hereby made for a fuller and more particular description of said land.

PARCEL NO. 2: All that lot or parcel of ground situate on the southeasterly side of Bedford Street, in the City of Cumberland, Allegany County, Maryland, comprising the whole of Lot No. 54, and part of Lot No. 53, in George F. Gephart's Addition to Cumberland, and particularly described as follows, to wit:

BEGINNING for the said lot at the intersection of the southeasterly side of Bedford Street with the southwesterly side of Sperry Street; and running thence with the southeasterly side of Bedford Street, south twenty-nine degrees fifteen minutes West thirty feet; then parallel with Sperry Street, South 54 degrees 12 minutes East 100 feet to Cedar Alley; thence with said alley, north 29 degrees 15 minutes East thirty feet to the southwesterly side of Sperry Street; then with said side of said street, North 54 degrees 12 minutes West 100 feet to the place of beginning, it being the same land which was conveyed by deed dated the 9th day of October, 1923, by Samuel A. Gleichman and Grace Gleichman, his wife, unto The Trustees of the First Baptist Church in Cumberland, Md., Incorporated, and which said deed is recorded in Liber No. 144, folio 592, one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a fuller and more particular description of said land.

TOGETHER WITH THE buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, however, that if the said The Trustees of The First Baptist Church in Cumberland, Maryland, Incorporated, its successors and assigns, do and shall pay unto the said George A. Booth and Mabel B. Booth his wife, their executors, administrators, or assigns, the aforesaid sum of Sixteen Thousand Five Hundred Fifty and 30/100 Dollars (\$16,550.30) together with the interest thereon, as and when the said sums shall become due and payable and in the

meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said The Trustees of The First Baptist Church in Cumberland, Maryland, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments, and public liens levied on said property, all of which taxes, mortgage debt, and interest thereon, the said The Trustees of the First Baptist Church in Cumberland, Maryland, Incorporated, hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said George A. Booth and Mabel B. Booth his wife, their heirs, executors, administrators, and assigns, or Earl Edmund Mangas, his her or their duly duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the said property unto the purchaser or purchasers thereof, his, her or their heirs or assigns; which said sale shall be made in manner following, to wit: By giving at least twenty days' notice of the time, place, manner, and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the said moneys shall have been then matured or not; and as to the balance, to pay it over unto the said The Trustees of The First Baptist Church in Cumberland, Maryland, a corporation, its successors or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed, and paid by the mortgagor, its representatives successors or assigns.

AND the said The Trustees of the First Baptist Church in Cumberland, Maryland, does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty Thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

IN WITNESS WHEREOF, the said The Trustees of The First Baptist Church in Cumberland, Maryland, a corporation, has caused its corporate name to be affixed by its President and its corporate seal to be affixed and duly attested by its Secretary.

(Corporate Seal) THE TRUSTEES OF THE FIRST BAPTIST CHURCH OF CUMBERLAND, MARYLAND.
By Robert W. Moreland, President

Attest: Wm. T. Sheally, Secretary

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY That on this 21st day of July, 1949, before me the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, aforesaid, personally appeared Robert M. Moreland, President, of The Trustees of The First Baptist Church in Cumberland, Maryland, a corporation, and did acknowledge the foregoing instrument of writing to be the corporate act and deed of the said The First Baptist Church of Cumberland, Maryland, and did further affirm that that he is the President of said corporation and duly authorized to make this acknowledgment; and at the same time before me also personally appeared George A. Booth and Mabel B. Booth his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid:

(Notarial Seal)

Earl Edmund Manges,
Notary Public.

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Chattel Mortgage

John Pfaff et al

To Filed and Recorded July 28th 1949 at 8:30 A.M.

North American Acceptance Corporation of Maryland.

THIS CHATTEL MORTGAGE, Made this 26 day of July, 1949, by Pfaff, John and Margaret M Frostburg of the City/County of Allegany State of Maryland, hereinafter called "Mortgagor" to North American Acceptance Corporation of Maryland, a body corporate, 61 N. Centre Street, Cumberland, Maryland, hereinafter called "Mortgagee".

WITNESSETH: That for and in consideration of the sum of Two Hundred and sixty dollars (\$260.00) the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The Chattels including household furniture, now located at 146 W. Main St. (Street Address) Frostburg (City) Allegany (County) in said State of Maryland, that is to say:

1 table, 4 chairs, 1 cabinet, 1 couch, 3 large easy chairs, 1 table, 1 radio, 2 beds, 2 chests of drawers, 1 dresser, 1 ice box, 3 rugs, 1 stove,-

--and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, ^{cutlery} utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in ..., Maryland, that is to say:

Make	Model	Year	Engine No.	Serial No.	Other Identification
--					

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, the said sum of \$260.00/100 according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 18 successive monthly installments of \$18.90 each, including interest at the rate of 3% per month on the unpaid principal balances, the first of which installments shall be payable on the 25 day of August, 1949, and each succeeding installment shall be payable on the 25 day of each succeeding month thereafter, together with a final installment covering any unpaid balance including interest as aforesaid, which final installment shall be payable on the 25 day of January, 1951, and interest after maturity at said rate, then these presents shall be void.

The note evidencing said loan provides that the principal amount thereof or any part thereof may be paid prior to maturity with interest at the aforementioned rate to the date of payment.

Mortgagor covenants that he or she exclusively owns and possesses said motor vehicle or vehicles or other mortgaged personal property (all of which shall hereafter be referred

to as "mortgaged personal property") and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle or vehicles from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

If default shall be made in the payment of any installment of principal or interest or any part of either, as provided in said note, then the entire unpaid balance of principal, together with accrued interest as aforesaid, shall become due and payable immediately and Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to Mortgagor; after such possession under the terms hereof, Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer, aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which Mortgagee is licensed, whichever Mortgagee shall elect. At any time prior to said sale, Mortgagor may obtain possession of said mortgaged personal property upon payment to Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition, to, and not in limitation of, any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS G.R. Chappell

John Pfaff (Seal)

WITNESS S. Burns

Margaret/Pfaff (Seal)

STATE OF MARYLAND, COUNTY OF ALLEGANY TO WIT:

I HEREBY CERTIFY that on this 26 day of July, 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared John & Margaret M. Pfaff the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And at the same time, before me also personally appeared G.R. Chappell, Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

Daisy V. Aldridge, Notary Public.

(Notarial Seal)

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Compared and Mailed Delivered
To Mortgagee's Office
July 4 1949

thereof may be paid prior to maturity with interest at the aforementioned rate to the date of payment.

Mortgagor covenants that he or she exclusively owns and possesses said motor vehicle or vehicles or other mortgaged personal property (all of which shall hereafter be referred to as "mortgaged personal property") and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle or vehicles from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

If default shall be made in the payment of any installment of principal or interest or any part of either, as provided in said note, then the entire unpaid balance of principal, together with accrued interest as aforesaid, shall become due and payable immediately, and Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to Mortgagor; after such possession under the terms hereof, Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which Mortgagee is licensed, whichever Mortgagee shall elect. At any time prior to said sale, Mortgagor may obtain possession of the said mortgaged personal property upon payment to Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, WITNESS the hand(s) and seal(s) of said Mortgagor(s).

WITNESS S. Burns

Lee O. Wilt (Seal)

WITNESS G. R. Chappell

Mary A. Wilt (Seal)

STATE OF MARYLAND COUNTY OF ALLEGANY TO WIT:

I HEREBY CERTIFY that on this 18 day of July, 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County, aforesaid, personally appeared Lee O. and Mary A. Wilt the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And, at the same time, before me, also personally appeared G. R. Chappell Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal)

Daisy V. Aldridge, Notary Public.

Stanley R. Hare et ux

Mortgage

To Filed and recorded July 7th 1949 at 3:20 P.M.

First Federal Savings and Loan Association of Cumberland

THIS PURCHASE MONEY MORTGAGE, Made this 7th day of July in the year Nineteen Hundred and Forty-Nine by and between Stanley R. Hare and Jeanine E. Hare, his wife, of Allegany County in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagee has this day loaned to the said mortgagors, the sum of Twenty-one hundred (\$2100.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 percent. per annum, in the manner following:

By the payment of Twenty-five (\$25.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire, and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those three small pieces or parcels of land situated in or near Mexico Farms and near the Potomac River and the C. & O. Canal Right-of-Way in Allegany County State of Maryland, which are more particularly described as follows:

First: BEGINNING at an iron pipe stake planted at the end of the sixteenth line of the deed from Joseph Franklin Baker and Edwin M. Horchler, Committee, etc., to Lenwood Walker et ux dated August 31, 1944, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 201, folio 279, it being also the end of the fifth line of the deed from Baker and Horchler, Committee, as aforesaid, to Apostolas Petromalis et ux dated December 18, 1943, and recorded among the aforesaid Land Records in Liber No. 198 folio 209, and running thence with the seventh and eighteenth lines of the said first mentioned deed recorded in Liber No. 201, folio 279, of said Land Records, South 38 degrees 15 minutes East 209 feet, South 63 degrees 43 minutes East 208 feet, thence leaving the lines of said deeds and running in a Northwesterly

Recorded and Mailed
 Stanley R. Hare et ux
 July 7, 1949

direction 400 feet, more or less, to the place of beginning.

Second: BEGINNING at a point, it being the end of the eighteenth line of deed recorded in Liber No. 201 folio 279 of said Land Records, and running thence with the nineteenth line of said deed, South 38 degrees 50 minutes West 416 feet to a point on the Northerly side of a 20 foot street, thence with said side of said street, and with part of the first line of said deed, South 63 degrees 45 minutes East 150 feet, thence leaving said road, and running North 38 degrees 50 minutes East 375 feet, thence running in a Northwesterly direction 135 feet, more or less, to the beginning.

Third: BEGINNING for the same at an iron pipe stake, standing at the end of the second line of a parcel of ground conveyed by Joseph Franklin Baker et al, Committeeto Elmer W. Holler et ux, by confirmatory deed dated the 8th day of October, 1943, and recorded in Liber No. 197, folio 486, one of the Land Records of Allegany County, Maryland, and running thence reversing said second line (magnetic lines as of June 21st, 1940, and with horizontal measurements) South thirty-eight degrees and fifteen minutes, east two hundred and nine feet, to an iron pipe stake standing at the end of the second line of a parcel of ground conveyed by Joseph Baker to Frank H. McMillan, by deed dated the 12th day of July, 1940, and recorded in Liber No. 187, folio 338, of said Land Records, and running thence, reversing said second line, south sixty-three degrees and forty-five minutes, east two hundred and eight feet to an iron pipe stake standing on the northwest side of a proposed driveway into this land, and thence with said drive way, North thirty-eight degrees and fifty minutes east, two hundred and eight feet to an iron stake, thence north sixty-three degrees and forty-five minutes west, two hundred and eight feet to an iron stake, thence north thirty-eight degrees and fifteen minutes west two hundred and nine feet to an iron stake, thence south thirty-eight degrees fifty minutes west, to the place of beginning.

It being the same property conveyed by Lester W. Morris and Alberta Mae Morris, his wife, to Stanley A. Hare and Jeanine E. Hare, his wife, by deed dated the 7th day of July, 1949, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a purchase money mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, water

privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises the said mortgagors may hold and possess the aforesaid property upon paying in the meantime, all taxes, assessments and public liens levied on said property all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be made hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale one-half of the above commission shall be allowed and paid by the mortgagors, their representatives heirs or assigns.

AND the said mortgagors, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-one hundred Dollars and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

AND the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become

due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors, to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

WITNESS the hand and seal of the said mortgagor.

Attest: Stanley R. Hare (Seal)
Jeanine E. Hare (Seal)
 Gerald L. Harrison

STATE OF MARYLAND,
 ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY, That on this 7th day of July, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Stanley R. Hare and Jeanine E. Hare, his wife, the said mortgagors, herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Gerald L. Harrison, Notary Public.

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Compared and Mailed Delivered
 To City of Cumberland
 Leg 4 19 49

Ralph J. Lybarger et ux et al Mortgage

To Filed and recorded July 29th 1949 at 9:10 A.M.

Irving Millenson

THIS PURCHASE MONEY MORTGAGE, Made this 28th day of July, in the year Nineteen Hundred and Forty-Nine by and between Ralph J. Lybarger and Janet C. Lybarger, his wife, and George S. Lybarger and Bertha C. Lybarger his wife, of Allegany County, in the State of Maryland, parties of the first part, and Irving Millenson, of Allegany County, in the State of Maryland, parties of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of \$1,200.00 this day loaned the parties of the first part by the party of the second part together with interest thereon at the rate of 6% per annum, which is to be repaid in monthly installments of \$20.00 each and in addition to said monthly payments on principal, interest shall also be payable monthly, which interest shall be calculated and credited semi-annually. The first of said monthly payments is due one month from the date hereof and shall continue monthly until the principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, THIS mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945 or any future amendments thereto.

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit:

FIRST PARCEL: ALL those lots, pieces or parcels of ground situated, lying and being in Allegany County, Maryland, and known as Lots 23 and 24, Block 25, on a plat of Homewood Addition recorded in Plat Case Box No. 90 in the Office of the Clerk of the Circuit Court for Allegany County, Maryland, and more particularly described as one parcel as follows, to-wit:

BEGINNING at a stake on the westerly side of Kansas Avenue, said stake being North 26 degrees 30 minutes East 235 feet from the Northwesterly intersection of Dakota and Kansas Avenue, and running thence with Kansas Avenue North 26 degrees 30 minutes East 50 feet to a stake; thence North 63 degrees 30 minutes West 110 feet to a stake; thence South 26 degrees 30 minutes West 50 feet to a stake; thence South 63 degrees 30 minutes East 110 feet to the place of beginning.

IT being the same property which was conveyed by Paul C. Jewell, et ux to Ralph J. Lybarger, et ux, by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

SECOND PARCEL: ALL that lot, piece or parcel of land situated, lying and being on the National Turnpike Road about two and one-quarter miles westward from the City of Cumberland, Allegany County, State of Maryland, and being part of the tract of land called "Sampson's Riddle Amended", and which is described as follows, to-wit:

BEGINNING for the same at a point on the Northerly side of the National Turnpike Road at the beginning of the deed from Oliver S. Wilson et al to Augustine L. Will dated February 21, 1914, and recorded in Liber No. 114, folio 98, one of the Land Records of Allegany County, and running thence with the first and part of the second lines of said deed, North 24 degrees 25

minutes West 258 feet to the center line of the Eckhart Branch of the Cumberland and Pennsylvania Railroad, being to the end of said first line; and with said center line and also with part of the second line of said deed, North 68 degrees East 27.2 feet; then across said whole lot, South 25-1/2 degrees East 258 feet to a point on the Northerly side of the aforesaid National Turnpike Road at the end of 32-1/2 feet on the fourth line of said deed to Augustine L. Will; and with the lines of said deed, and also with the Northerly side of said National Turnpike Road, South 65-1/2 degrees West 23-1/2 feet; South 69-1/2 degrees West 9 feet to the place of beginning.

IT being the same property which was conveyed by Matilda S. Dwyer, et al, Administrators, etc., to George S. Lybarger, et ux by deed dated July 1, 1943, and recorded in Deeds Liber 196, folio 523, among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his heirs or assigns, the aforesaid sum of One Thousand Two Hundred Dollars (\$1,200.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime all taxes, assessments, and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, their heirs, executors, administrators and assigns, or Cobey, Carscaden, and Gilchrist its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Two Hundred (\$1,200.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors.
witness:

Maxine Wilmot	Ralph J. Lybarger	(Seal)
Maxine Wilmot	Janet C. Lybarger	(Seal)
Maxine Wilmot	George S. Lybarger	(Seal)
Maxine Wilmot	Bertha C. Lybarger	(Seal)

STATE OF MARYLAND,
ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 28th day of July, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Ralph J. Lybarger and Janet C. Lybarger his wife, and George S. Lybarger and Bertha C. Lybarger, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Irving Millenson, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Maxine Wilmot, Notary Public.

Chattel Mortgage
John Leroy Lynch et al

To Filed and Recorded July 29th 1949 at 8:30 A.M.
Frostburg National Bank

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 20th day of July, 1949 by and between John Leroy Lynch and Nellie M. Lynch Frostburg of Allegany County, Maryland, parties of the first part, hereinafter called the Mortgagor, and Frostburg National Bank, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Seven Hundred Fifty-six and 26/100 Dollars (\$756.26) which is payable with interest at the rate of six per cent (6%) per annum in 15 monthly installments of Fifty and 42/100 Dollars (\$50.42) payable on the 20th day of each and every calendar month said installments including principal and interest as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee its successors and assigns, the following described personal property located at Eckhart, Allegany County, Maryland:

1941 Oldsmobile 4-door sedan, Engine No. G275453, Serial No. 66-18442.
TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the Mortgagor shall attempt to sell

Compared and Mailed Delivered
To Notary Public July 29th 1949

land Savings Bank the within named Mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Marcus A. Naughton, Notary Public.

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Fred J. Hillebrecht et al Chattel Mortgage

To Filed and Recorded July 29th 1949 at 12:40 P.M.

Sofia R. Simmons

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 26th day of July, 1949, by and between Fred J. Hillebrecht and Paul E. Beaver, parties of the first part and Sofia R. Simmons, party of the second part, all of Allegany County, Maryland, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said party of the second part in the full sum of Two thousand (\$2,000.00) dollars, payable one year from the date hereof, together with interest thereon at the rate of two (2%) per cent per annum.

Now, Therefore, in consideration of the premises and of the sum of \$1.00, the said parties of the first part do hereby bargain and sell unto the said party of the second part, her heirs and assigns, the following property, to-wit: 1 Hoffman Presser, Model sxco-56 Serial No. 46458; 1 Hoffman Presser, Model VW-12 Serial No. 86684; 1 Hoffman Presser, Model VCO Serial No. 86683; 1 Hoffman Presser Model SXCO-56 Serial No. 453443; 1 Hoffman Presser, Model SXCO-56 Serial No. 45863; 1 oil burner boiler Model No. B-M-5 Serial No. 460209. All of said property being located at No. 538 N. Centre Street, Cumberland, Maryland.

In case of default in the payment of the mortgage debt when the same shall become due and payable, then these presents are declared to be made in trust and the said party of the second part is hereby declared and entitled to and may take immediate possession of said personal property, and the said party of the second part, her heirs or assigns, or Harold E. Naughton, her constituted Attorney, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much as may be necessary, at public sale for cash in the City of Cumberland, Allegany County, Maryland, upon giving at least ten days' notice of the time, place and terms of sale in some newspaper published in said City and the proceeds of such sale, shall be applied, first, to the payment of all expenses of said sale, including taxes and a commission of 3% to the party making said sale, and second, to the payment of said debt and interest thereon, and the balance, if any, to be paid to the said parties of the first part, their personal representatives or assigns, and in case of a deficiency any unearned premiums or insurance may be collected by said party of the second part and applied to said deficiency.

Witness our hands and seals the day and year first above written.

Witness: Elizabeth Philson

Fred J. Hillebrecht (Seal)

Elizabeth Philson

Paul E. Beaver (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO-WIT:

I HEREBY CERTIFY, That on this 26th day of July, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Fred J. Hillebrecht and Paul E. Beaver, and each did acknowledge the aforesaid mortgage to be his act and deed; and at the same time personally appeared Sofia R. Simmons, the within named Mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as

therein set forth.

Witness my hand and Notarial Seal.

(Notarial Seal)

Elizabeth Philson

Notary Public.

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Paul T. Cioni et ux

Mortgage

To Filed and Recorded July 29th 1949 at 3:00 P.M.

The Commercial Savings Bank of Cumberland, Maryland.

(Stamps \$1.65)

THIS MORTGAGE, Made this 28th day of July in the year nineteen hundred and forty nine, by and between Paul T. Cioni and Sarah M. Cioni, his wife, of Allegany County, State of Maryland, of the first part, and The Commercial Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of Maryland of the second part, Witnesseth:

Whereas, the said parties of the first part are justly and bona fide indebted unto the said The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of fifteen Hundred (\$1,500.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before one year after date with interest at the rate of 5% per annum, payable monthly.

NOW, THEREFORE, in consideration of the premises and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, payable as aforesaid, the said parties of the first part do, bargain, sell, give, grant, convey release and confirm unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit: All that piece or parcel of real estate situate in Election District No. 29, near Cumberland, Allegany County, Maryland, and more particularly described as follows:

Beginning for the same at a point on a proposed forty foot street and being North 30 degrees 20 minutes West 199.58 feet from Consolidation Coal Company's Engineer's Survey Station No. 11686, which is a copper plug in rock on North side of lane leading to the Greenpoint Farm houses, then with said proposed street, (true meridian courses and horizontal distances used throughout), North 50 degrees 05 minutes West 150 feet; then leaving said proposed street, North 42 degrees 15 minutes East 150 feet; South 50 degrees 05 minutes East 150 feet; South 42 degrees 15 minutes West 150 feet to the beginning, containing fifty two-hundredths (0.52) of an acre, more or less.

Being the same property conveyed by John Riley et ux to Paul C. Cioni et ux by deed dated September 27, 1944, and recorded in Liber No. 201, folio 478 one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

TO HAVE AND TO HOLD the above described property unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Fifteen Hundred (\$1,500.00) Dollars and the interest thereon according to the true intent and meaning of the promissory note aforesaid as the same shall fall due and become payable.

--and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed
To My Office
July 29 1949

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable,

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, or Wilbur V. Wilson, its, his, or their duly constituted attorney or agent are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply first:- To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, their representatives heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance to pay it over to the said parties of the first part, their heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Fifteen Hundred (\$1,500.00) dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns, or the respective parties there-to.

WITNESS the hands and seals of said mortgagors.

ATTEST:

Isabelle Becker

Paul T. Cioni (Seal)

Sarah M. Cioni (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY, That on this 29th day of July, in the year nineteen hundred and forty nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Paul T. Cioni and Sarah M. Cioni, his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Isabelle Becker, Notary Public.

G. C. Sensabaugh, Inc.

Chattel Mortgage

To

Filed and Recorded July 30th 1949 at 8:30 A.M.

Steinla Motor Co. Inc.

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 16 day of June, 1949, by --Mortgagor, and Steinla Motor Co. Inc., Mortgagee.

Loan Computation:

Interest \$ 51.00
Service Charge \$.....
Insurance \$.....
Recording Fees \$ 1.40
To Maker \$1700.00
1700.00 \$.....
Total Loan \$1752.40

WHEREAS, the said Mortgagor is indebted unto the said Mortgagee in the full sum of Seventeen Hundred Fifty Two Dollars & Fourty Cents Dollars, which said sum the said Mortgagor has agreed to repay in 2 consecutive installments of--From June 16, 1949 due Sept. 16, 1949 First Payment \$376.20--From June 16, 1949 due Dec. 16, 1949 Second Payment \$876.20--all of which is evidenced by a promissory note of the said Mortgagor written on the collateral form of note of the said Mortgagee, and to secure the payment of said sum, it was agreed that this mortgage be executed.

NOW, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00) the said Mortgagor does hereby bargain and sell unto the said Mortgagee, their assigns, the following property, together with equipment and accessories:

Year	Model	Make	Body Type	Motor No.	Serial No.
1939		Int'l Trk. Trac.		RED 450-8104	899
1940		Int'l Trk. Trac.		RED 450B-17641	1028

The Mortgagor covenants that he is the legal owner of the said property above described, and that it is free and clear of any lien, claim or encumbrance, and that he will not convey his interest therein or remove it from the State of Maryland without the written consent of the Mortgagee. That in the event of any demand or levy being made against said property by any legal proceedings, the Mortgagor agrees to immediately notify the Mortgagee and upon any such demand or levy being made, this mortgage shall forthwith become due and payable. The Mortgagor agrees to keep the property in first-class condition and order at all times at the expense of the said Mortgagor and will not sublet or hire out the said property, without the written consent of the Mortgagee or their assigns, and further agrees to produce and exhibit the property to the Mortgagee, their agent or assigns, upon request.

The Mortgagor agrees to pay all taxes levied against the property hereby mortgaged, and to keep the said property insured against Fire, Theft and Collision, in a company satisfactory to the Mortgagee for not less than the amount due hereunder and all such policies shall be delivered to the Mortgagee and properly endorsed, so that the proceeds thereof may be payable to the Mortgagee and Mortgagor as their respective interests may appear.

Provided however, that if the said Mortgagor shall pay to the said Mortgagee, their assigns, the aforesaid sum of money at the times herein mentioned, then these presents shall be void, and it is also agreed that until a default is made in the payment of the aforesaid sum here-by secured or until a default is had under the terms and agreements herein, said Mortgagor shall possess the property hereby mortgaged, but in case of default, the said Mortgagee may take possession of the said automobile and/or property with or without process of law, and may after giving the Mortgagor ten days' notice of the time and place of sale, by mailing said notice of sale

Commenced and Mailed Delivered July 19 49

Edward J. McPartland et ux

Chattel Mortgage

To Filed and Recorded July 30th 1949 at 8:30 A.M.The Fidelity Savings Bank of
Frostburg, Allegany County, Md.

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 28th day of July in the year 1949 by and between Edward J. McPartland and Verlys D. McPartland, his wife, of Allegany County, Maryland, hereinafter called the mortgagor, and the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation, hereinafter called the mortgagee,

WITNESSETH:

WHEREAS, the said mortgagor is indebted unto the said mortgagee in the full sum of Seven Hundred and nine 09/00 Dollars (\$709.09) which is payable in installments according to the tenor of his promissory note of even date herewith for the sum of \$709.09 payable to the order of said bank.

Now, therefore, in consideration of the premises and of the sum of One Dollar (\$1.00) the said mortgagor does hereby bargain and sell unto the said mortgagee the following described property, to-wit:

1949 Oldsmobile 88 standard Club Sedan, Black, Engine number 8A113 801, serial number 498 M 22576

Provided that if the said mortgagor shall pay unto the said mortgagee the aforesaid sum of \$709.09 Dollars with interest as aforesaid, according to the terms of said promissory note, then these presents shall be and become void.

But in case of default in the payment of the mortgage debt aforesaid, or of the interest thereon or in any installment in whole or in part or in any covenant or condition of this mortgage or any condition or provision of said note, then the entire mortgage debt intended to be secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee may take immediate possession of said property and the said mortgagee, its successors and assigns, or Albert A. Doub, its, his or their constituted attorney or agent are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much as may be necessary at public auction in the City of Frostburg, Maryland, upon giving at least ten (10) days' notice of the time, place and terms of sale by handbills in Frostburg, Maryland, or in some newspaper published in the City of Cumberland, Maryland, for cash and the proceeds of said sale shall be applied first to the payment of all expenses of said sale, including a commission of five per cent (5%) to the party making said sale, and second, to the payment of said debt and the interest due said mortgagee, and the balance, if any, to be paid to the said mortgagor.

The mortgagor does further covenant and agree that pending this mortgage the motor vehicle hereinbefore described shall be kept in a garage situated at 26 Main St., Lonaconing, in Allegany County, Maryland, except when actually being used by the said mortgagor, and that the place of storage shall not be changed without the consent in writing of the said mortgagee.

Said mortgagor agrees to insure said property forthwith and pending the existence of this mortgage to keep it insured and in some company acceptable to the mortgagee in the sum of \$full value and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of fire to inure to the benefit of the mortgagee to the extent of its lien or claim thereon and to place such policy forthwith in the possession of the mortgagee.

Witness the hand and seal of said mortgagor on this 28th day July, in the year 1949.

ATTEST: Ralph M. Race

Edward J. McPartland (Seal)

Verlys D. McPartland (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY that on this 28th day of July, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, aforesaid, personally appeared Edward J. McPartland and Verlys D. McPartland, his wife, the within named mortgagor, and acknow-

ledged the foregoing mortgage to be his act and at the same time before me personally appeared William U. Yates, Treasurer of the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the Treasurer and agent for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

(Notarial Seal)

Ralph M. Race, Notary Public.

For value received, the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, does hereby release the within and foregoing mortgage. Witness the Hand of Its President, duly attested by Its Secretary, and with the Corporate Seal duly affixed this 9th day of May, 1950

Ralph M. Race
Secretary

J. S. Hocking
The President

William Ludwig Neilson et ux

To Filed and Recorded July 30th 1949 at 10:50 A.M.The Fidelity Savings Bank of Frostburg,
Allegany County, Maryland.

Mortgage

(Stamps \$1.65)

THIS MORTGAGE Made this 29th day of July in the year Nineteen Hundred and Forty Nine by and between William Ludwig Neilson and Etta L. Neilson, his wife, of Allegany County, in the State of Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine as the context may require, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of Five Thousand Nine Hundred Dollars (\$5,900.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of Eighty and 00/100 Dollars (\$80.00) commencing on the 29th day of August, 1949, and on the 29th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid shall be due and payable on the 29th day of July 56, 19---. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND WHEREAS this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said William Ludwig Neilson and Etta L. Neilson, his wife, do hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgage, its successors and assigns, in fee simple, the following described property, to-wit:

FIRST PARCEL: All that lot, piece or parcel of ground situate, lying and being on the Northeast-erly side of West Main Street, in the City of Frostburg, Allegany County, Maryland, which property is more particularly described as follows, to-wit:

BEGINNING for the same at a cross mark on the concrete sidewalk on the Northeasterly side of West Main Street at the end of 112 feet on the first line of a deed from Gustav W. Zeller to Moretta Zeller, dated September 23, 1895, and recorded in Deeds Liber 77, folio 466, among the

Compared and Mailed
To Fidelity Savings Bank
Frostburg Md.
Aug 28 1949

Compared and Mailed
To Fidelity Savings Bank
Frostburg Md.
Aug 4 1949

Land Records of Allegany County, Maryland, and running thence with said side of said West Main Street North 41 degrees 00 minutes West 50 feet to another cross mark on said concrete sidewalk which last mentioned cross mark stands 8 feet from the end of the first line of the aforementioned deed from Gustav W. Zeller to Moretta Zeller; thence with the Southeasterly side of an alley North 49 degrees 00 minutes East 43.59 feet to a stake; thence continuing with said side of said alley as now located North 60 degrees 18 minutes East 129.41 feet to a stake standing at the intersection of said alley with another alley; thence with the Southwesterly side of said last mentioned alley South 59 degrees 1 minute East 33.07 feet to a stake; thence South 51 degrees 15 minutes West 181 feet to the place of beginning.

Being the same property which was conveyed to John Doran and John W. Cornish, Jr. by deed from Clarence Lippel et al Trustees dated July 23, 1947, and recorded in Liber No. 216, folio 226, one of the Land Records of Allegany County, Maryland.

Being also the same property which was conveyed to the said William Ludwig Neilson and Etta L. Neilson, his wife, by deed dated July 26, 1949, and intended to be recorded among said Land Records simultaneously with this mortgage which is executed to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage as to this property. Although said deed is dated as above noted, it was, nevertheless, not delivered until the execution of this mortgage and each instrument is part of one simultaneous transaction.

SECOND PARCEL: All that lot, piece or parcel of land situate, lying and being in Allegany County and State of Maryland, and known and distinguished as Lot Number Three (3) of Block Number Nine (9) in Frost's Heirs Addition to the Town of Frostburg, Maryland. A plat of said addition is recorded in Liber No. 41 folio 700, among the Land Records of Allegany County, Maryland.

Being the same property which was conveyed to the said William Ludwig Neilson and Etta L. Neilson, his wife, by deed from Virgie M. Dennison, widow, dated April 2, 1946, and recorded in Liber No. 208, folio 86, among said Land Records.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto, belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the said mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent are hereby authorized and empowered at any time, thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction

for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand Nine Hundred (\$5,900.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit, or suffer no waste impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as herein-after provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor by voluntary or involuntary grant or assignment or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns, without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Re-

adjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights duties and liabilities of the parties hereto and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extent to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Rachel Knieriem

William Ludwig Neilson (Seal)

Rachel Knieriem

Etta L. Neilson (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 29th day of July, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County personally appeared William Ludwig Neilson and Etta L. Neilson his wife, and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared William B. Yates, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Rachel Knieriem, Notary Public.

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Lewis E. Tyree et ux

Mortgage

To

Filed and Recorded August 1st 1949 at 11:10 A.M.

W. Wallace McKaig

THIS PURCHASE MONEY MORTGAGE, Made this 30th day of July, in the year Nineteen Hundred and Forty-Nine, by and between Lewis E. Tyree and Lillian E. Tyree his wife, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns, where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and W. Wallace McKaig hereinafter called Mortgagee, which expression shall include his heirs, personal representatives successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Five Thousand Dollars, (\$5,000.00), which said sum is payable three years after date hereof, together with the interest thereon at the rate of six per centum (6%) per annum. The said Mortgagors do hereby covenant and agree to make payments of not less than Forty Dollars, (\$40.00) each month on account of the principal and interest as herein stated the interest to be computed semi-annually at the rate aforesaid and deducted from said payments, and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness. This is a purchase money mortgage and is executed to secure a promissory note bearing even date and tenor herewith.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that lot or parcel of ground known as Lot No. 1 on a plat of a tract of land called "Bowman's Addition to LaVale" situated in Allegany County, said plat to be recorded among the Land Records.

BEGINNING at a point on the Old Turnpike now called Braddock Road, 30 feet distant from the South West corner of the whole tract of land shown on the plat referred to, said 30 feet being the width of a street called Locust Street, and said point being moved an additional distance from said corner to take up the slightly oblique line of Braddock Road, and running with said Braddock Road North 70 degrees 8 minutes East 43.9 feet to the beginning point of Lot No. 2, thence North 23 degrees 50 minutes West 100 feet more or less to a 15 foot alley, and with said alley, South 66 degrees 10 minutes West 43.75 feet to Locust Street, and with Locust Street in a Southwesterly direction 100 feet to the place of beginning on Braddock Road.

It being the same property conveyed by W. Wallace McKaig to Lewis E. Tyree and Lillian E. Tyree his wife, by deed dated the --day of July, 1949, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

Also all that lot or parcel of ground situate on the Northwesterly side of Fort Avenue in the City of Cumberland, Maryland, which is described as follows, to-wit:

LOT NO. 402: BEGINNING at a point on the Northwesterly side of Fort Avenue at the end of the first line of Lot No. 401, in said addition, and running thence with the Northwesterly side of Fort Avenue North 40 degrees East 40 feet, thence at right angles to said Fort Avenue North 50 degrees West 200 feet to an alley, and with it, South 40 degrees West 40 feet to the end of the second line of aforesaid Lot No. 401 and with said second line, reversed, South 50 degrees East 200 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Harry W. Rowe and wife, by deed dated June 27, 1945, and recorded in Liber No. 204, folio 465, Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Mortgagors shall pay to the said Mortgagee the aforesaid sum of Five Thousand Dollars, and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises the said Mortgagors, may occupy the aforesaid property, upon paying in the meantime, all taxes, assessments public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon in whole or in part or in any agreement covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, his duly constituted attorney or agent is hereby authorized to sell the property hereby mortgaged and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied; first, to the payment of all ex-

penses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least Five thousand dollars, dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seals of said Mortgagors.

Attest:

George K. Hughes

Lewis E. Tyree (Seal)

Lillian E. Tyree (Seal)

L

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 30th day of July, in the year 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Lewis E. Tyree and Lillian E. Tyree, his wife, the within named Mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared W. Wallace Mcraig the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Eloise Shaffer, Notary Public.

Paul J. Byrnes

Chattel Mortgage

To Filed and Recorded August 1st 1949 at 8:30 A.M.

Frostburg National Bank

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 29th day of July, 1949 by and between

Paul J. Byrnes Frostburg, of Allegany County, Maryland, party of the first part, hereinafter called the Mortgagor, and Frostburg National Bank, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Nine hundred Eighty-four and 21/100 Dollars (\$984.21) which is payable with interest at the rate of six per cent (6%) per annum in 12 monthly installments of Eighty-Two and 02/100 Dollars (\$82.02) payable on the 29th day of each and every calendar month said installments including principal and interest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00), the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and

assigns, the following described personal property located at Broadway Frostburg, Allegany County, Maryland:

1948 Chev. Stylemaster, 4 D Sedan, Serial Number: 14 F JE 11107 Motor Number: FAM-108606

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness as herein set forth, or if the Mortgagor shall attempt to sell dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition

of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of One Thousand and No/100 Dollars (\$1000.00) and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the Mortgagee.

WITNESS the hands and seals of the party of the first part.

Paul J. Byrnes (Seal)

Attest as to all:

Ruth M. Todd

STATE OF MARYLAND

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 29th day of July 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Paul J. Byrnes the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be his act and deed, and at the same time, before me also appeared F. Earl Kreitzburg, Cashier and Agent of the Frostburg National Bank, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg in like manner made oath that he is the Cashier and Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ruth M. Todd, Notary Public.

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Anne L. Henley

Mortgage

To Filed and Recorded August 2ⁿ 1949 at 1:40 P.M.

Delbert M. Kitzmiller et ux

(Stamps \$9.90)

THIS MORTGAGE, made this -- day of -- in the year Nineteen Hundred and Forty-Nine by and between Anne L. Henley (unmarried) now known as Antoinette Laurretta January as per Decree of Court in No. 21201 Equity, dated May 3rd, 1949, hereinafter called Mortgagor, which expression shall include her heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, party of the first part and Delbert R. Kitzmiller, and Ollie M. Kitzmiller, his wife, hereinafter called Mortgagees, which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, parties of the second part, witnesseth:

WHEREAS, the said Mortgagor is justly and bona fide indebted unto the said Mortgagees in the full sum of Nine Thousand Dollars (\$9,000.00) together with the interest thereon at the rate of six percent (6%) per annum. The said Mortgagor hereby covenants and agrees to make payments of not less than One Hundred Dollars (\$100.00) each month on account of the principal indebtedness, and interest, as herein stated, the interest to be computed monthly at the rate aforesaid and deducted from the said payments, and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor does hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagees the following property to-wit:

All that lot, piece or parcel of ground situate, lying and being on North Centre Street in Cumberland, Maryland, and BEGINNING for the same on the North side of North Centre Street at a stone 101 feet Westwardly from the intersection of the North side of Peach Alley extended with the North side of Centre Street, then North 62 degrees 10 minutes West 50 feet then North 26 degrees 50 minutes East 135 feet to a 25 foot street, and with it, South 62 degrees 10 minutes East 50 feet, then South 26 degrees 50 minutes West 135 feet to the place of beginning.

It being one of the properties conveyed unto the said Anne L. Henley by Edward J. Ryan, Trustee, by deed dated July 20, 1948, and recorded in Liber 221, folio 406, one of the Land Records of Allegany County, Maryland.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Mortgagor shall pay to the said Mortgagees the aforesaid Nine thousand dollars, (\$9000.00) and in the meantime shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest

thereon, the said Mortgagor hereby covenants to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagees or George A. Hughes, their duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagees, the improvements on the hereby mortgaged land to an amount of at least -- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagees to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagees; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagor.

Attest: Edith Holder

Anne L. Henley (Seal)

Antoinette Laurretta January (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 29 day of July, in the year 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Anne L. Henley the within named Mortgagor and acknowledged the foregoing mortgage to be her act and deed. And at the same time, before me, also personally appeared Delbert M. Kitzmiller and Ollie M. Kitzmiller, his wife, the within named Mortgagees, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Edith Holder, Notary Public.

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Mortgage

Russell J. Headley et ux

To Filed and Recorded August 2ⁿ 1949 at 1:40 P.M.

Kathleen E. Wolfe

(Stamps \$5.55)

THIS MORTGAGE, made this 30th day of July, in the year Nineteen Hundred and Forty-nine by and between Russell J. Headley and Mae F. Headley, his wife, hereinafter called Mortgagors,

Compared and Delivered
To: Russell J. Headley et ux
July 29, 1949

which expression shall include their heirs, personal representatives successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part of the first part and Kathleen E. Wolfe hereinafter called Mortgagee, which expression shall include her heirs, personal representatives successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Seven Hundred Dollars, (\$700.00) together with the interest thereon at the rate of six per centum (6%) per annum. The said Mortgagors do hereby covenant and agree to make payments of not less than Thirty Dollars (\$30.00) each month on account of the principal indebtedness and interest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments, and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

NOW, THEREFORE, this deed of mortgage witnesseth, that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that piece or parcel of land lying in Allegany County, Maryland, in Election District No. 2 and more particularly described as follows:

BEGINNING for the same at a planted stone at the end of the third line of the property sold to Samuel T. Headley and Lucy Alma Headley, his wife, by deed dated May 22, 1940, and recorded among the Land Records of Allegany County in Liber 186, folio 545, said stone marked No. 2 and being South 53 degrees West 4 perches from the end of the 38th line of the Original Big Spring Resurveyed (1842) on the West bank of the road leading to Twigg town from the State Road on the West side of Warrior's Mountain and North 3 degrees East 35 perches from the beginning of Samuel T. Headley's property and part of the Original Survey at a point on the Northeast corner of John Robertson's lot and running with the said 3rd line reversing it North 70½ degrees West 72 perches to an iron stake about 38 feet from the Fifteen Mile Run, said stake being at the end of the 25th line of the Original Survey, then North at the point of the needle 34 perches to two black oaks marked with five notches each, then North 30 degrees East 12 perches to a stone, then South 68 degrees East 74 perches to a stone marked No. 1 on the West bank of the aforesaid Twigg town Road, then South 7 degrees West 40½ perches to the place of the beginning, said parcel containing twenty (20) acres more or less.

It being the same property conveyed by Mary V. Harman, widow, to Russell J. Headley and Mae F. Headley, his wife, by deed dated the 29th day of May, 1940, and recorded in Liber 186, folio 611, Land Record of Allegany County.

SECOND: All that lot or parcel of land known and designated on the plat of the Humbird Land and Improvement Company's Addition to South Cumberland as Lot No. 620 located on the Northerly side of Roberts Street and more particularly described as follows:

LOT NO. 620: BEGINNING on the Northerly side of Roberts Street at the end of the first line of Lot No. 619 and running thence with the Northerly side of said Roberts Street South 53½ degrees East thirty (30) feet, then North 36½ degrees East eighty-four (84) feet to the Southerly side of the right of way of the Western Maryland Railroad and then with the Southerly side of said right of way in a Westerly direction thirty (30) feet to the end of the second line of Lot No. 619 and with it reversed South 36½ degrees West eighty-four (84) feet to the place of beginning.

It being a part of the same property conveyed by James Alfred Avirett to Russell J. Headley and Mae F. Headley, his wife, by deed dated the 13th day of September, 1941, and which is recorded in Liber 191 folio 306, Land Record of Allegany County.

AND WHEREAS, this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Mortgagors shall pay to the said Mortgagee the aforesaid sum of Seven Hundred dollars (\$700.00) and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, her duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof.

Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least Seven hundred dollars dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of loss, to inure to the benefit of the Mortgagee, to the extent of her lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seals of said Mortgagors.

Attest: George R. Hughes

Russell J. Headley (Seal)
Mae F. Headley (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I hereby certify that on this 30th day of July in the year 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Russell J. Headley and Mae F. Headley, his wife, the within named Mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Kathleen E. Wolfe the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Eloise Shaffer, Notary Public.

Released
(over)

For Value Received, I hereby release the within and foregoing mortgage. Witness my hand and seal

March 20, 1950

Witness: Ruth M Todd

Kathleen E. Wolfe (Seal)

3/20/50

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Chattel Mortgage

John William Lee et ux

To Filed and Recorded August 2ⁿ 1949 at 8:30 A.M.

The Fidelity Savings Bank of Frostburg, Allegany County, Md.

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 28th day of July in the year 1949 by and between John William Lee and Nannie Victoria Lee, his wife of Allegany County, Maryland, herein after called the mortgagor, and the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation, hereinafter called the mortgagee,

WITNESSETH:

WHEREAS, the said mortgagor is indebted unto the said mortgagee in the full sum of Fourteen Hundred Twenty-Four and 82/100 Dollars (\$1,424.82) which is payable in instalments according to the tenor of his promissory note of even date herewith for the sum of \$1,424.82 payable to the order of said bank.

Now, therefore, in consideration of the premises and of the sum of One Dollar (\$1.00) the said mortgagor does hereby bargain and sell unto the said mortgagee the following described property, to-wit:

1949 Dodge Coronet Club Coupe, Engine No. D30-118961, Serial No. 31333331

Provided, that if the said mortgagor shall pay unto the said mortgagee the aforesaid sum of \$1,424.82 Dollars with interest as aforesaid, according to the terms of said promissory note, then these presents shall be and become void.

But in case of default in the payment of the mortgage debt aforesaid, or of the interest thereon or in any installment in whole or in part or in any covenant or condition of this mortgage or any condition or provision of said note, then the entire mortgage debt intended to be secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee may take immediate possession of said property and the said mortgagee, its successors and assigns, or Albert A. Doub, its, his or their constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much as may be necessary at public auction in the City of Frostburg, Maryland, upon giving at least ten (10) days' notice of the time, place and terms of sale by handbills in Frostburg, Maryland, or in some newspaper published in the City of Cumberland, Maryland for cash and the proceeds of said sale shall be applied first to the payment of all expenses of said sale, including a commission of five per cent (5%) to the party making said sale, and second, to the payment of said debt and the interest due said mortgagee, and the balance, if any, to be paid to the said mortgagor.

The mortgagor does further covenant and agree that pending this mortgage the motor vehicle hereinbefore described shall be kept in a garage situated at-in LaVale, Maryland, except when actually being used by the said mortgagor, and that the place of storage shall not be changed without the consent in writing of the said mortgagee.

Said mortgagor agrees to insure said property forthwith and pending the existence of this mortgage to keep insured and in some company acceptable to the mortgagee in the sum of

To Fidelity Savings Bank of Frostburg, Md. Aug. 2, 1949

\$1,424.82 and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of fire to inure to the benefit of the mortgagee to the extent of its lienor claim thereon and to place such policy forthwith in the possession of the mortgagee.

WITNESS the hand and seal of said mortgagor on this 28th day of July in the year Nineteen Hundred Forty-Nine

ATTEST: Rachel Knieriem

John William Lee (Seal)

Nannie Victoria Lee (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY to-wit:

I HEREBY CERTIFY that on this 28th day of July, 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, aforesaid, personally appeared John William Lee and Nannie Victoria Lee, his wife the within named mortgagor, and acknowledged the foregoing mortgage to be his act and at the same time before me personally appeared William B. Yates, Treasurer of the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the Treasurer and agent for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

(Notarial Seal)

Rachel Knieriem, Notary Public.

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Mortgage

Lewis Nau et ux

To Filed and Recorded August 3ⁿ 1949 at 10:10 A.M.

Home Building and Loan Association, Incorporated

THIS PURCHASE MONEY MORTGAGE, Made this 2nd day of August in the year Nineteen Hundred and Forty-Nine by and between Lewis Nau and Margaret S. Nau, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagee has this day loaned to the said mortgagors, the sum of One Thousand Six Hundred Sixty Dollars, which said sum the mortgagor agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent (6%) per annum in the manner following:

By the payments of Twenty-five Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand

Compared and Mailed Duberred To Fidelity Savings Bank of Frostburg, Md. Aug. 12, 1949

paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors, do give, grant, bargain and sell convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces and parcels of ground on the easterly side of Reynolds Street known and designated as Lots Nos. 477 and 478 in the Cumberland Improvement Company's Eastern Addition Annex to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber 117, Folio 731, one of the Land Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

BEGINNING for the same on the easterly side of Reynolds Street at the end of the first line of Lot No. 476 in said addition and then running with said street South 52 degrees 30 minutes East 91.5 feet to the dividing line between Lots Nos. 478 and 479, in said addition, then with said dividing line North 28 degrees 11 minutes East 130.5 feet to the westerly side of Willowbrook Road, then with said road North 61 degrees 49 minutes West 59 feet, then North 54 degrees 20 minutes West 16 feet to the end of the second line of said Lot No. 476, and then with said second line reversed South 35 degrees 40 minutes West 118 feet to the place of beginning.

This being the same property which was conveyed by The Cumberland Realty and Storage Company, a Maryland corporation, unto the said Lewis Nau and Margaret S. Nau, his wife, by deed dated July 29, 1949 and recorded simultaneously with the recordation of this mortgage herein, this being a Purchase Money Mortgage.

The above described property is improved by a concrete block dwelling house 32x24 feet consisting of four rooms and bath.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein, free of all liens and encumbrances, except for this mortgage, herein, and do covenant that they will execute such further assurances as may be requisite.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property all which taxes, mortgage debt and interest thereon the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising

from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

AND the said mortgagors, their heirs, executors, administrators and assigns further covenant with the mortgagee its successors and assigns, as follows; (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum of One Thousand Six Hundred Sixty Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty days and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

WITNESS the hand and seal of the said mortgagors.

Attest: Joan B. Ghost
Joan B. Ghost

B. Lewis/Nau (Seal)
Margaret S. Nau (Seal)

STATE OF MARYLAND,
ALLEGANY COUNTY TOWIT:

I HEREBY CERTIFY That on this 2nd day of August, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Lewis Nau and Margaret S. Nau his wife, the said mortgagors, herein and

they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Richards, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Joan B. Ghost, Notary Public

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Harold Vincent Connor et ux Mortgage

To Filed and Recorded August 3rd 1949 at 11:20 A.M.

The Fidelity Savings Bank of Frostburg,
Allegany County, Maryland.

THIS PURCHASE MONEY MORTGAGE, Made this 2nd day of August in the year Nineteen Hundred and Forty Nine by and between Harold Vincent Connor and Frances Neat Connor, his wife, of Allegany County, in the State of Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine as the context may require and The Fidelity Savings Bank of Frostburg, Allegany County Maryland, a corporation, duly incorporated under the laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of Two Thousand Dollars (\$2,000.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of Thirty and 00/100 Dollars (\$30.00) commencing on the 2nd day of September, 1949, and on the 2nd day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 2nd day of August, 1956. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar in hand paid and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Harold Vincent Connor and Frances Neat Connor, his wife, do hereby give, grant, bargain and sell, convey, transfer release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property to-wit:

ALL THAT LOT or parcel of ground lying and being on the South side of Jackson Run in the Town of Lonaconing, Allegany County, Maryland, and particularly described as follows:

BEGINNING for the same at a stake standing South 68 degrees West from the Southwest corner of a lot deeded by the Georges Creek Coal and Iron Company to William Ternant, and running

South 68 degrees West 125 feet, thence North 22 degrees West 60 feet, thence North 68 degrees East 120 feet, thence by a straight line to the place of beginning.

BEING THE SAME property which was conveyed to Adam H. Muir by deed from Otto Hohing and Anna E. Hohing, his wife, dated June 15, 1891, and recorded in Liber No. 70, folio 295, among the Land Records of Allegany County, Maryland; and being also the same property which was devised to Louise H. Muir (also known as Mary Louise Muir) by the Last Will and Testament of her husband, the said Adam H. Muir, deceased, which will was probated in the Orphans Court for Allegany County Maryland, on May 12, 1939, and recorded in Wills Liber "S", folio 327, among the records of the Orphans Court for Allegany County, Maryland.

BEING ALSO the same property which was conveyed to the said Harold Vincent Connor and Frances Neat Connor, his wife, by deed from Noel Speir Cook, Executor of the estate of Mary Louise Muir, deceased, dated August 1, 1949, and intended to be recorded among said Land Records simultaneously with this mortgage which is executed to secure a part of the purchase price of the above described property and is, in whole, a Purchase Money Mortgage. Although said deed is dated as above noted, it was, nevertheless, not delivered until the execution of this mortgage and the two instruments are a part of one simultaneous transaction.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime, does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand (\$2,000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien, or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor, to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act as amended such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hands and seals of said mortgagors.

ATTEST: Rachel Knieriem

Rachel Knieriem

Harold Vincent Connor (Seal)

Frances Neat Connor (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I hereby certify that on this 2nd day of August in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Harold Vincent Connor and Frances Neat Connor his wife, and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me, also personally appeared William B. Yates, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Rachel Knieriem, Notary Public.

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Lee W. Jenkins et al

Chattel Mortgage

To Filed and Recorded August 3rd 1949 at 3:30 P.M.

North American Acceptance Corporation of Maryland

THIS CHATTEL MORTGAGE, Made this 19 day of July, 1949, by Jenkins, Lee W. and Lula E. Ridgeley of the City/County of Mineral State of W. Va. hereinafter called "Mortgagor", to North American Acceptance Corporation of Maryland, a body corporate, 61 N. Centre Street, Cumberland, Maryland, hereinafter called "Mortgagee."

WITNESSETH: That for and in consideration of the sum of two hundred fifty dollars, (\$250.00) the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The Chattels including household furniture now located at Carpenters Addition (Street Addition) Ridgeley (City) Mineral (County) in said State of W. Va. that is to say: --and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in Ridgeley, W. Va. that is to say:

Make	Model	Year	Engine No.	Serial No.	Other Identification
Ford	Coupe	1936		18-285402	

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever. PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, the said sum of \$250.00/100 according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 12 successive monthly installments of \$25.12 each, including interest at the rate of 3% per month on the unpaid principal balances, the first of which installments shall be payable on the 15 day of August, 1949, and each succeeding installment shall be payable on the 15 day of each succeeding month thereafter, together with a

Compared and Mailed Delivered
 To Myself
 Aug 10 1949

Melvyn Kaufman

To Filed and Recorded August 5th 1949 at 10:50 A.M.

The Prudential Insurance Company of America

Mortgage

(Stamps \$192.50)

Titles Insured by
Lawyer's Title Insurance
Corporation, Richmond
Virginia.

THIS MORTGAGE, Made this 2nd day of August in the year one thousand nine hundred and forty-nine, between Melvyn Kaufman, unmarried, of the City of New York, State of New York, hereinafter sometimes called the Mortgagor; and The Prudential Insurance Company of America, a body corporate, duly organized and existing under the laws of the State of New Jersey, hereinafter sometimes called the Mortgagee.

Whereas, the said Mortgagor stands bona fide indebted unto the said Mortgagee in the full and just sum of One Hundred Seventy-Five Thousand and 00/100 (\$175,000.00) Dollars for money this day loaned by the said Mortgagee unto the said Mortgagor, which said sum having been used as part of the purchase price for the property hereinafter described the said Mortgagor herewith covenants and agrees to repay unto the said Mortgagee, its successors and assigns, together with interest thereon at the rate of four & one-quarter per centum (4 1/4%) per annum in the following manner and time:

The sum of Twenty-seven Hundred and Thirty-four Dollars and Thirty-eight Cents (\$2734.38) to be paid on October 1, 1949, and a like or similar sum on the first days of each January, April, July and October thereafter, to and including the first day of April, 1969, and the unpaid balance of principal together with interest thereon at the rate aforesaid to become due and payable on the first day of July, 1969.

The aforesaid quarter annual payments are to be applied first to the payment of interest on the respective unpaid principal balances at the rate aforesaid and the balance of each quarter annual installment shall be applied on account of principal.

PRIVILEGE is reserved by the mortgagor at any time after July 1, 1954, to make additional principal payments on account of the principal of this indebtedness in sums of One Hundred Dollars or multiples thereof on any date when principal and interest becomes due and payable thereafter; provided there is paid by the mortgagor as consideration for the payment of additional principal sums on account of principal in advance of maturity a repayment charge of two per cent of such one and one-half per cent of such additional principal payments if made during the seventh year, additional principal payments if made during the sixth year, one per cent of such additional principal payments if made during the eighth year, and one-half of one per cent of such additional principal payments if made during the ninth year.

PRIVILEGE is further reserved by the mortgagor to prepay this indebtedness in whole or in part at any time after July 1, 1959, without the payment of any penalty therefor.

All sums aforesaid to be payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private at the office of the Mortgagee in Baltimore City or at such other place, either within or without the said State, as the holder hereof, may, from time to time, in writing, designate.

AND WHEREAS at the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest to become due thereon, and of all taxes, assessments, public dues and charges levied or to be levied by

law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this Mortgage, and the payment of premiums for fire or other hazard insurance herein provided, shall be secured by the execution hereof.

NOW, THEREFORE, THIS MORTGAGE, WITNESSETH: That in consideration of the premises and the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey, transfer and assign unto the said Mortgagee, its successors and assigns, all the lot of ground being, lying and situate at the southeasterly corner of Baltimore and Centre Streets, in the City of Cumberland, Allegany County, State of Maryland, which is more particularly described as follows, to wit:

BEGINNING for the same at the intersection of the southerly side of Baltimore Street, with the easterly side of South Centre Street, it being at the beginning of the description in the mortgage from Michael M. Kearney and wife to Dwight D. Mallory, dated the second day of January, 1875, and recorded in Liber 43, folio 442, one of the Land Records of said Allegany County; and running thence with the southerly side of said Baltimore Street and with the first line of said mortgage, north seventy-six (76) degrees fifteen (15) minutes east forty-six (46) feet to the northeasterly corner of the three story brick building (known as the Citizens National Bank Building) now located on the lot hereby conveyed; and thence with part of the second line of said mortgage, south twenty (20) degrees five (05) minutes east thirty-four (34) feet to the end of the third line of the description in the deed from Eleanor H. Mac Donald and husband to Gustave Eisenberg and wife dated the nineteenth day of February, 1902, and recorded in Liber 90, folio 233, one of the aforesaid Land Records; and thence, reversing the third and second lines of said deed to Gustave Eisenberg and wife, south seventy-six (76) degrees fifteen (15) minutes west two (2) feet to the east face of the east wall of the front or main portion of the aforesaid three story brick building (known as the Citizens National Bank Building); and thence, along and with the easterly face of the east wall of said three story brick building, south sixteen (16) degrees thirty (30) minutes east eight (8) feet to the southeast corner of the eastern brick wall of the said front or main portion of the aforesaid three story brick building (known as the Citizens National Bank Building) being the end of the first line of the said deed from Eleanor H. Mac Donald and husband to Gustave Eisenberg; and thence, reversing the first line of said deed to Gustave Eisenberg, south twenty-one (21) degrees fifty-four (54) minutes east eighty-three and five-tenths (83.5) feet to the northerly line of Oak Alley at the beginning of said deed to Gustave Eisenberg, being also to the end of the second line of the aforesaid mortgage from M. M. Kearney and wife to Dwight D. Mallory; and thence, with the northerly line of said Oak Alley and with the third line of said mortgage to Dwight D. Mallory, south seventy-six (76) degrees fifteen (15) minutes west forty (40) feet to the easterly line of said South Centre Street; and thence, with the easterly line of said South Centre Street, and also being with the fourth line of said mortgage to Dwight D. Mallory, north twenty-two (22) degrees forty-five (45) minutes west one hundred twenty-six (126) feet to the place of beginning.

(all courses refer to the magnetic meridian of 1901)

EXCEPTING HOWEVER, all that portion of said lot of ground above described which was conveyed to Gustave Eisenberg by said Eleanor Humbird Mac Donald and Robert Mac Donald, her husband by deed dated February 19, 1902, and recorded as aforesaid in Liber 90, folio 233, reference to which said deed is hereby made.

The improvements thereon being known as No. 101-105 Baltimore Street.

BEING the same lot or parcel of ground which, by deed dated February 1, 1949 and recorded on April 21, 1949, among the Land Records of Allegany County, Maryland, in Deed Book No. 224, folio 610, was conveyed by Baltimore Center Corporation to the said mortgagor herein in fee simple; subject to the lease from Baltimore Center Corporation to the Holly Stores, Incorporated, dated February 1, 1949 and recorded in Liber No. 224, folio 117, which lease is by separate instrument

Completed and Mailed August 5, 1949
To the Baltimore City
Register, Baltimore, Md.
1019 49

this day assigned to the Prudential Insurance Company of America, as additional security for the faithful performance of this mortgage.

The indebtedness under this mortgage is further secured by a note of even date herewith, executed and delivered by the mortgagor to the mortgagee.

TOGETHER with the buildings and improvements thereon, and the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

ALSO TOGETHER with and including as part of the buildings and improvements erected on the aforesaid lot or parcel of ground all bathroom fixtures, equipment and accessories, breakfast nook furniture, which is attached to or affixed to the dwelling house, all kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, built in medicine cabinets, lighting fixtures, heating plant, piping, tubing, radiators, oil burner units piping, tubing, and motors used in connection therewith, screens, screen doors and window shades all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this mortgage.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said Mortgagee, its successors and assigns, in fee simple.

Provided, that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this Mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith at the election of the Mortgagee.

And the said Mortgagor does hereby declare his assent to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City, for a sale of the property hereby mortgaged, in accordance with Chapter 123, Sections 720 to 732, inclusive, of the Laws of Maryland, passed at the January session in the year 1898, or any supplements or additions thereto. And in case of any default being made in the payment of the aforesaid mortgage debt, principal or interest in whole or in part, at the time or times limited and mentioned for the payment of the same, as aforesaid, or in case of any default being made in any covenants or condition of this Mortgage, then the whole mortgage debt hereby intended to be secured shall at the election of the Mortgagee be deemed due and payable, and sale of said mortgaged property may be made by the Trustee or Trustees named in such decree as may be passed, as aforesaid, for the sale of said property. And upon any default in the terms of this Mortgage, a sale may be made by the said Mortgagee, its successors or assigns, or by John J. Neubauer, its Attorney, under Article LXVI, Sections 6 to 10 inclusive, of the Maryland Code of 1904, Public General Laws or any other general or local laws of the State of Maryland relating to mortgages. And such sale may be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots but such party may do so and the sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county in which the land is situated; and the party selling may also give such other notice as he may deem expedient; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And it is agreed that upon any sale of said property under this Mortgage, whether under the above assent to a decree or under the above power of sale or otherwise, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a counsel fee of \$500.00 for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or its successors or assigns or to the Trustee or party selling under the power of sale in connection with any con-

tested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making said sale equal to the commission allowed Trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether the same shall have then matured or not; and third the balance, if any, to the said Mortgagor, or its successors and assigns, and half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or its assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this Mortgage (but not thereafter), the said Mortgagor shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest secured by this Mortgage, which mortgage debt and interest, taxes, assessments, public dues, and charges the said Mortgagor covenants to pay when legally due, and upon payment thereof, unless paid by the Mortgagee out of funds deposited with it by the Mortgagor, to exhibit to the Mortgagee, its successors and assigns, the receipted bills therefor at the principal office of the Mortgagee, its successors and assigns. And upon any default in any of the covenants of this Mortgage, the Mortgagee, its successors and assigns, shall be entitled to the rents and profits of said property which in that event are hereby assigned to the Mortgagee, its successors and assigns, as additional security, and the Mortgagee, its successors and assigns, shall also be entitled in that event, if it so elects, to the immediate appointment of a Receiver for said property, without notice to the Mortgagor and without regard to the adequacy or inadequacy of the property as security for the mortgage debt. The Mortgagee, its successors and assigns, or Receiver appointed pursuant to the provisions of this paragraph shall exercise all of the rights of the said Mortgagor with regard to any and all leases between the said Mortgagee, its successors and assigns, or Receiver, shall have the right from time to time in its discretion to vary the terms of any written or oral lease, or tenancy, or to sue for the recovery of any sum or sums due past due or to become due thereunder and any and all acts done by the Mortgagee, its successors or assigns, or receiver, are hereby authorized, ratified and approved by the Mortgagor.

And the said Mortgagor covenants to keep the improvements on the hereby mortgaged property insured against loss by fire, windstorm and such other hazards that the Mortgagee may from time to time require in an insurance company or companies acceptable to and in an amount from time to time designated by the said Mortgagee, its successors and assigns, but at no time less than the value of the improvements on said property and to cause each and every policy of insurance on said property to be so framed or endorsed as in case of fire and/or windstorm or other loss to insure to the benefit of the said Mortgagee, its successors and assigns, to the extent of its or their lien or claim under this Mortgage, and to deliver said policy or policies to the Mortgagee, its successors and assigns, to be kept by the Mortgagee, its successors and assigns, and to deliver all renewals thereof to the said Mortgagee, its successors and assigns, at its said principal office, or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate, one week in advance of the expiration of the same, stamped "PAID". And in the event of any loss by fire, windstorm or other hazards, the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee, its successors and assigns, only, and not to the Mortgagor and Mortgagee, its successors and assigns, jointly; such payment to the Mortgagee, its successors and assigns, shall be applied to the extinguishment of the principal, interest, and expenses

secured by this Mortgage, whether then due or not, but not to exceed the amount payable under this Mortgage; provided that the Mortgagee its successors and assigns, in lieu thereof, may by its written assent consent to the application by the Mortgagor of the said insurance money to the reconstruction of the improvements on the mortgaged property.

And it is further mutually covenanted and agreed that in the event of the passage, after the date of this Mortgage, of any law of the State of Maryland, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the whole of the principal sums secured by this Mortgage, together with interest due thereon, shall at the option of the Mortgagee, its successors and assigns, without notice to any party, become immediately due and payable.

And it is further mutually covenanted and agreed by said parties that in default of the payment by said Mortgagor of all or any taxes, charges and assessments which may be imposed by law upon the said mortgaged premises or any part thereof; or that in default of the payment of any fire, windstorm or other hazard insurance premium for policies written under the terms of this Mortgage; then and in either or both of such events it shall be lawful for the said Mortgagee, its successors and assigns, to pay the amount of any such tax, charge, assessment, or insurance premium, with any expenses attending the same; and any amounts so paid the said Mortgagor shall repay to the said Mortgagee, its successors on demand, with interest thereon, and the same shall be a lien on the said premises and be secured by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the said Mortgagee, its successors and assigns, so elects, become due and payable forthwith.

And the said Mortgagor covenants to warrant specially the said property and to execute such further assurances thereof as may be requisite.

Whenever the singular or plural number, or masculine, feminine or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, successors and assigns of the party so designated.

IN WITNESS WHEREOF the said Melvyn Kaufman has affixed his hand and seal, the day and year first herein written.

Witness: Arthur Kahr
Eve Adelland

Melvyn Kaufman (Seal)

STATE OF
NEW YORK: COUNTY OF NEW YORK

I HEREBY CERTIFY, that on this 2nd day of August in the year one thousand nine hundred and forty-nine, before me, the subscriber, a Notary Public of the State of New York in and for the City of New York, aforesaid, personally appeared Melvyn Kaufman, the Mortgagors named in the foregoing Mortgage, and acknowledged the same to be his act.

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Max D. Spitzer, Notary Public.

Max D. Spitzer
Notary Public State of New York
Qualified in Kings County
No. 24-3793050
Certificate filed with Kings Co. Register's Office
Cert. Filed with N.Y. Co. Clerk & Reg.
Commission Expires March 30, 1951.

STATE OF MARYLAND, BALTIMORE CITY TO WIT:

I HEREBY CERTIFY, That on this 3rd day of August, in the year one thousand nine hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared John J. Neubauer, Agent of the within named mortgagee, and acting for and on behalf of said mortgagee made oath in due form of law that the consideration

therein set forth is true and bona fide and that he is agent of said body corporate, duly qualified to make this oath.

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Mabel S. Hoffman, Notary Public.

APP. No. 19824
Written By M.S.H.
Approved For Execution JJJ
Execution Approved JJJ

Marshall Kidwell et ux

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Mortgage

To Filed and Recorded August 5th 1949 at 3:15 P.M.

The Liberty Trust Company, Cumberland, Maryland.

(Stamps \$3.35)

THIS MORTGAGE, Made this 5th day of August in the year nineteen hundred and forty-nine by and between Marshall Kidwell and Ethel Kidwell his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

whereas, the said Marshall Kidwell and Ethel Kidwell, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Thirty Eight Hundred (\$3800.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30th, 1949.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do hereby bargain, and sell, give, grant, convey, transfer assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated and lying in the City of Cumberland, Allegany County, Maryland, known and designated as Lot Number Two Hundred and Twenty-two of the Cumberland Improvement and Investment Company's Southern Addition to Cumberland, and more particularly described as follows, to-wit:

Lot Number Two Hundred and Twenty-two begins at the intersection of the East side of Virginia Avenue with the South side of Perry Alley and runs thence with Virginia Avenue, South eighteen degrees and thirty-four minutes West forty feet; thence South seventy-one degrees and twenty-six minutes East one hundred and sixteen and five-twelfths feet to the West side of Perry Alley; thence with said Alley North eighteen degrees and thirty-four minutes East forty feet to the South side of Perry Alley; thence with said Alley, North seventy-one degrees and twenty-six minutes West one hundred and sixteen and five-twelfths feet to the beginning.

It being the same property which was conveyed to the parties of the first part herein by Charles Albert Groves and Shirley Mae Groves, his wife, by deed dated the 11th day of October, 1946, and which is recorded among the Land Records of Allegany County, Maryland, in Liber

Compared and Mailed Delivered
To
August 19 1949

No. 211, folio 62.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns the aforesaid sum of Thirty-eight hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt, intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof, made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land to the amount of at least Thirty-eight hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and

bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: Hugh D. Shires

Marshall Kidwell (Seal)

Ethel Kidwell (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 5th day of August in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Marshall Kidwell and Ethel Kidwell, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

Compared and Mailed Delivered
To Mr. C. E. G. [unclear]
Aug 10 1949

Mildred P. Johnson

To

Filed and Recorded August 5th 1949 at 8:30 A.M.

Aetna Loan Co. Inc.

Loan No. Cum 1402

Borrowers (Last Name) Johnson, Mildred P.
Addresses: 404 Goethe Street

City Cumberland

County Allegany

State Maryland

Date of This Loan

Amount of This Loan

First Payment Due

Final Payment Due

August 3, 1949

\$575.00

9/6/49

11/6/50

Payable in 14 successive monthly installments of \$38.34 each, and 1 installment of \$38.24 each, with interest after maturity at 6% per annum.

This chattel mortgage made on the date above stated, between the borrowers named above as mortgagors (which term shall also relate to the singular wherever appropriate) and the mortgagee named above. Household Furniture

Witnesseth: That in consideration of the actual amount of the loan, above stated, paid to mortgagor by mortgagee, receipt of which is hereby acknowledged and for the purpose of securing the repayment of said loan the mortgagors do hereby grant, sell, convey and confirm unto the said mortgagee the hereinafter described property which borrowers warrant to be their exclusive unencumbered property: To have and to hold the same unto the said mortgagee, its successors and assigns forever.

Provided, however, if the said mortgagors shall pay their note of even date in the amount loaned to the mortgagor with interest at the agreed rate, payable in consecutive monthly payments stated above, on the ^{same} day of each succeeding month until the full obligation of said note is paid on the date of the final payment stated above, then this mortgage to be void, otherwise

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Chattel Mortgage

(Stamps \$.55)

Mortgage
Aetna Loan Company Inc.
7 N. Liberty Street
Cumberland, Maryland

to remain in full force and effect.

The Mortgagor may retain possession of the goods and chattels mentioned hereinafter as long as the payments on said note are made when due, as therein provided, and the covenants of this mortgage are fulfilled. If the mortgagor shall fail to pay any installment in payment of said note, as therein provided, or fail to perform any of the covenants hereof, then the mortgagee may take possession of said goods and chattels, as permitted by law, wherever found, and sell the same in the manner provided by law at public or private sale. From the proceeds of any such sale or foreclosure, mortgagee shall retain all moneys due mortgagee and render the balance, if any, to mortgagors.

The unpaid balance of said note, or any part thereof, may at the option of the undersigned be paid at any time.

The remedy or remedies herein accorded mortgagee shall be in addition to, and not in limitation of any other right or remedy which the mortgagee shall have.

DESCRIPTION OF MTS. FURNITURE:

1 heatrola, 2 roll top desks, 2 tables, work, 1 waln. stand, 1 oak wardrobe, 1 waln. dresser, 1 waln. cabinet, 1 chest drawers, 2 bl & white chairs, 2 metal ice boxes, 1 green & cream range, 1 wh. & blk. table, 1 linoleum, inlaid, 1 single green bed, 2 desks, Spinte, 2 porch chairs, 2 apartment gas ranges, 1 oak buffett, 1 maple kitchen table, 1 toaster, 1 serv. table, oak, 1 chest drawers, oak, 1 kitchen cabinet, 1 metal bed, 1 waterfall waln. bed, 3 Oriole gas stove, 1 ice box, 2 cedar chests, 3 oak dressers, 3 fibre wardrobes, 1 waln. vanity, 1 oak chest drawers, 2 filing cabinets, metal, 1 white dresser, 1 wardrobe, 2 stands, 4 wash stands, 3 stands, 2 cabinets, 4 chairs, brown leather, 1 ale. wash.mach. 1 ice box, 1 table top gas range, 1 oak breakfast table, 2 metalbeds, 1 wash stand, white, 1 white cabinet, 2 chest drawers, 1-3-burner gas stove, 1 utility cabinet, 1 oak table, 4 chairs, 1 work table, porce. top, 2 maple beds, 1 maple baby bed, 1 high back divan, 1 arm chair, 1 regal oak stove, 1 waln. desk, 2 whitecabinets, 4 white chairs, 1 white table, 1 army cot, 2metal beds, 1 white metal ice box, 2 oak dressers, 3 wardrobes, fibre, 1 studio couch, 2 green trim ice boxes, 1 work table, 2 occas, white stands, 3 beds, maple, brass & metal, 2 wash stands, 2 oak dressers, 1 fibre wardrobe, 1 maple desk, 1 white cabinet, 1 table-2 benches, 1 metal ice box, 1 Presco table top range, 1 metalbed, 1 baby's wardrobe, 1 chest drawers, 1 book shelf, 1 over-stuffed high back divan, 2 wall over-stuffed chairs, 1 table model philco radio, 2 magazine stands, 1 gas heaters, 1 waln. tea wagon, 1 oak book case, 1 library table, oak, 1 wicker porch rocker, 1 metal utility cabinet, 1 table, 3 chairs, kitchen, 1 dresser, chest drawers, oak.

Description of Mortgaged Property:

Make of Auto	Year	Body	Motor Number	Serial Number

In witness whereof, the mortgagors hereunto set their hands and seals the date of the chattel mortgage above set forth.

WITNESS E. A. Stutz

Mildred P. Johnson (Seal)

STATE OF MARYLAND CITY/COUNTY OF ALLEGANY TO WIT:

I HEREBY CERTIFY that on this 3rd day of August, 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County, aforesaid, personally appeared Johnson, Mildred P. the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be her act. And at the same time, before me also personally appeared John J. Karel Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within named Mortgage, is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Eugenia A. Spano, Notary Public.

Eugene C. Campbell et ux

Trust Deed

To Filed and Recorded August 4th 1949 at 8:30 A.M.

Family Finance Corporation

TRUST DEED

(Stamps \$.55)
Book 74 Page 215

THIS DEED, Made this 22nd day of March, 1949 by and between Campbell, Lena and Eugene C. (her husband) of Wiley Ford Mineral County, State of West Virginia, hereinafter called the Grantors of the one part, and E. D. Johnson Trustee, hereinafter called the Trustee, of the other part

WITNESSETH: That the Grantors, in consideration of the sum of Eight Hundred--no/100 Dollars, which is the actual amount this day loaned to them by Family Finance Corporation, hereinafter called the Corporation, the receipt of which the Grantors hereby acknowledge, do hereby grant, bargain, sell and convey to the Trustee the following described personal property now located in the premises at Holland Ave. Wiley Ford in the Municipality, County, and State first above written, to-wit:

1 3-piece living room suite, 1 Combination radio alvin, 1 floor lamp, 1 coffee table, 1 bar, 3 bar stools, 1 whiskey cabinet, 1 back bar, 1 end table, 1 brussel rug, 1 Evansheatrola, 4 chairs, 1 table, 1 Maytag washer, 1 Westinghouse refrigerator, 1 Robert Shaw gas stove, 1 Electric vacuum cleaner, 1 china cupboard, 1 oak bed, 1 metal bed, 1 oak dresser, 1 dressing table, and bench oak, 1 night stand oak, 1 linoleum rug, 1 oak chest of drawers, 1 linoleum rug, 1 stand lamp.

A certain motor vehicle, complete with all attachments, now located in said County and State at..in the City of..to-wit:

Make	Model	Year	Engine No.	Factory No.	Weight	Other Identification

IN TRUST to secure the prompt payment of the sum of Eight hundred no/100 dollars, according to the terms of and as evidenced by certain promissory note of even date herewith, payable to the order of Family Finance Corporation, 121 Baltimore St., Cumberland, Maryland, in 15 successive monthly instalments as follows:

14 instalments of \$53.33 each; 1 instalments of \$53.38 each; ..instalments of \$...each;instalments of \$...each; payable on the 22nd day of each month beginning on the 22nd day of April 1949 with interest after maturity at 6% per annum, then these presents shall be void.

Included in the principal amount of this note and herewith agreed to and covenanted to be paid by the undersigned are interest, in advance at the rate of 6% per year on the original amount of the loan, amounting to \$60.00; and service charges, in advance, in the amount of \$20.00. In event of default in the payment of this contract or any instalment thereof, a delinquent charge will be made on the basis of 5c for each default continuing for five or more days in the payment of \$1.00 or a fraction thereof.

And upon further condition that Grantors shall remain in peaceful possession of the above described personal property until default be made in payment of the above described note. Upon such default, the entire indebtedness hereby secured, with interest as above, shall, at the option of the holder of said note, immediately become due and payable, and the possession of the Grantor be deemed unlawful, and upon written demand by said trustee, the Grantor shall deliver any or all of said property to such trustee at any place in the City of Cumberland he may designate, the trustee being requested so to do by the holder of the above described note. The trustee shall sell

any or all of the above granted property, at public auction or private sale, at the option of the trustee, for cash, at any place he may designate, after written notice mailed or sent at least five days prior to the date of sale, to the last known address of the Grantor, setting forth the time, place and manner of sale. From the proceeds derived from such sale, the trustee shall pay, first all sums sufficient to satisfy the claim of the Corporation in full, and the balance shall be paid to the Grantor or whomsoever is entitled to same.

Should the proceeds from such sale be insufficient to satisfy said debt, the parties to the above described note shall continue liable for such deficiency. Nothing herein shall be construed to prevent the holder of the above described note from proceeding against any of said parties thereto, without first having recourse to a sale hereunder. Upon the payment of said loan in full, this Deed shall be released.

Grantors covenant that they exclusively own and possess said personal property and there is no lien, claim, encumbrance or conditional purchase title against said personal property except None.

If this deed includes a motor vehicle, Grantors, covenant that they will not remove ^{same} from the State of W.Va. If this Deed includes goods and chattels other than a motor vehicle, Grantors covenant that they will not remove same from the building where they are now situated as above set forth.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure insurance of the property for the benefit of the mortgagee with an insurance company duly qualified to act in this state and in an amount agreeable to the mortgagee against loss or damage by fire, theft, collision and conversion. Said policies and certificates thereof shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims for all loss received under, or by virtue of any insurance policies or otherwise and receive and collect the same and execute in the name of the mortgagors and deliver all such instruments and do all such acts as attorney in fact irrevocable for the mortgagors, as may be necessary or proper or convenient to effectuate any such settlement, adjustment or collection without liability for the alleged inadequacy of the settlement and adjustment. Should the mortgagors fail to procure such insurance or keep the same in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

If this Deed shall include both a motor vehicle and other personal property and in the event of the happening of any of the conditions of default as above described, said Trustee, at their option may take any legal or other action they deem necessary against said motor vehicle or against said other chattels without in any way prejudicing their right to take any other action at a later date to enforce the lien upon the part of the security against which action has not been taken.

Upon default in payment of the debt secured hereby, the Trustee may seize said property and take possession of same, without process of law, no matter where said property is located, and the said Trustee shall have the right to enter the premises of the Grantor to take possession of said property.

If the Trustee or any successor or successors resign or be removed or die, then Family Finance Corporation, its successors or assigns, may appoint a successor Trustee or Trustees. Upon the acceptance by successor Trustee or Trustees of such appointment, such successor Trustee or Trustees shall be thereupon, without any further act, deed or conveyance, vested with identically the same title to said property and the same rights, powers, trusts and authority and be charged

with the same duties and obligations as his or their predecessor or predecessors in trust, with like effect as if originally named as Trustee or Trustees herein. The Trustee or any successor Trustee or Trustees may resign or may be removed at any time by said corporation or its successors or assigns. Such appointment, acceptance, resignation or removal shall be by an instrument in writing, signed and acknowledged.

Any failure of the Trustee herein or the holder of the note secured hereby to enforce any of his or its rights or remedies hereunder shall not constitute a waiver of his or its right to do so thereafter.

Wherever the context so requires the singular shall be taken in the plural and the plural shall be taken in the singular.

WITNESS the following signatures and seals:

Wm. F. Smouse

Lena Campbell (Seal)

B. E. Bittner

Eugene C. Campbell (Seal)

STATE OF MARYLAND COUNTY OF ALLEGANY

TO-WIT:

I, Wm. F. Smouse a Notary Public of the said County of Allegany do certify that Eugene C. Campbell and Lena Campbell (his wife) whose names are signed to the foregoing writing bearing date of 22nd day of March, 1949 have this day acknowledged the same before me in my said County.

Given under my hand this 22 day of March, 1949.

(Notarial Seal)

Wm. F. Smouse, Notary Public of, in and for Allegany County, Maryland.

My commission expires: May 2nd, 1949.

STATE OF WEST VIRGINIA, MINERAL COUNTY TO-WIT:

BE IT REMEMBERED that on this 23rd day of March, 1949, at 9 o'clock A.M. the foregoing Deed of Trust with the certificate thereto annexed, was presented in the Office of the Clerk of the County Court and admitted to record.

Harry O. Rogers,
Clerk County Court
MH

Book 74 Page 216

FOR VALUE RECEIVED. The Family Finance Corporation of Cumberland, Maryland hereby release the within and foregoing Chattel Mortgage.
WITNESS the signatures of the said corporation, by attorney in fact, attested by its Secretary, and with its corporate seal affixed, this 29 day of September, 1949.
Attest: E. J. Hoban Secretary
By Lo. N. Johnson Attorney in Fact
10/22/49.

#####

Chattel Mortgage

William P. Fair

To

Filed and Recorded August 4th 1949 at 3:30 A.M.

Industrial Loan Society Inc.
Cumberland, Md.

THIS CHATTEL MORTGAGE, Made this 1st day of August, 1949, by William P. Fair, of the City/County of Cumberland, Maryland, State of Maryland, hereinafter called "Mortgagor", to Industrial Loan Society, Inc., a body corporate, Room 33, Liberty Trust Building, Baltimore and Centre Sts., Cumberland, Md., hereinafter called "Mortgagee",

WITNESSETH: That for and in consideration of the sum of One Hundred fifty-three and 00/100 Dollars (\$153.00) the actual amount lent by Mortgagee to Mortgagor receipt whereof is hereby acknowledged, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The chattels including household furniture, now located at 879 Patterson Ave (Street Address) Cumberland (City) Allegany (County) in said State of Maryland, that is to say:

Compared and Mailed Delivered
To Wm. F. Smouse
Aug. 10, 1949

herein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

William H. Buckholtz, Notary Public.

#####

James Fitzpatrick

Chattel Mortgage

To Filed and Recorded August 6th 1949 at 8:30 A.M.

The National Bank of Keyser, W Va.

(Stamps \$.55)

THIS MORTGAGE, made this 5th day of August, 1949, by and between James Fitzpatrick, hereinafter called mortgagor, which expression shall include his heirs, personal representatives, successors and assigns, where the context so admits or requires of Allegany County, State of Maryland, party of the first part and The National Bank of Keyser, West Virginia, a corporation, mortgagee which expression shall include its personal representatives, successors and assigns, where the context so requires or admits, of Mineral County, State of West Virginia, party of the second part,

WITNESSETH: WHEREAS, said mortgagor now stands indebted unto said mortgagee in the full and just sum of Six Hundred (\$600.00) Dollars, as evidenced by his installment note of even date herewith, payable in 12 monthly installments of \$50.00 each, one of which is due on the 10 day of each succeeding month hereafter until the entire principal sum has been paid.

NOW, THEREFORE, in consideration of the premises, and the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the time of payment of said note and monthly payments the said James Fitzpatrick doth give, grant, bargain and sell, convey, release, and confirm unto the said mortgagee, said, The National Bank of Keyser, West Virginia, a corporation, its personal representatives, successors and assigns, the following personal property, to-wit:

One Gold Cup, Pin Ball Machine No. 41 One Rockola Music Box, Model 1422 Used-#88406
One Rockola Toneliner Speaker One Rockola Wall Box Model 1530 60 feet 24 wire cable
One 18 Cu.Ft. Victor Deed Freeze Cabinet

which is located and kept at the residence of said James Fitzpatrick and his place of business on Route 220, McMullen Highway, Allegany County, Maryland.

It is agreed between the parties hereto that the mortgagor will not dispose of said personal property hereinbefore mentioned and described, or remove same from Allegany County, Maryland without the consent in writing of said mortgagee.

It is further agreed hereto that the mortgagor shall keep the above described personal property in good repair or condition during the time of the mortgage.

It is further agreed that the mortgagor shall insure forthwith, and pending the existence of this mortgage, by some insurance company acceptable to the mortgagee, or its personal representatives, successors and assigns, the within named personal property against fire, and theft to the amount of at least \$600.00 the proceeds of any insurance paid to the mortgagor by reason of loss of injury to be applied either to the payment of said mortgage indebtedness or towards the repair and replacement as said Mortgagee, its successors or assigns may elect.

The mortgagor shall immediately notify the mortgagee by registered mail of any and all levies which may be placed upon the said personal property by any constable, sheriff or other officer, and the mortgagor further agrees to notify the mortgagee of the making of any assignment

for the benefit of creditors or of the filing of any voluntary or involuntary petition in bankruptcy, or the appointment of a receiver for said Mortgagor.

But in case of default being made in payment of the mortgage debt, or the monthly payments, or the interest thereon, or in any agreement, covenant or condition of this mortgage, or in the attempt to dispose of said property, or remove from the county without first obtaining written permission of the said Mortgagee, then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby declared to be made in trust and the said The National Bank of Keyser, West Virginia, mortgagee, its personal representatives, successors and assigns, or Emory Tyler, its duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, and to transfer the same to the purchaser thereof, which sale shall be made in manner following, to-wit: By giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied and a commission of 10% to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not, and as to the balance, to pay it over to the said James Fitzpatrick, his heirs or assigns and in case of advertisement under the above power but no sale one-half of the above commission shall be allowed and paid by the Mortgagor, their representatives, heirs or assigns.

AND WHEREAS this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

WITNESS the hand and seal of said Mortgagor.

Attest:

Jean J. Pifer
(Corporate Seal)

James Fitzpatrick (Seal)

THE NATIONAL BANK OF KEYSER, W VA.
a corp.

By P.J. Davis, Vice President.

STATE OF WEST VIRGINIA,
COUNTY OF MINERAL TO WIT:

I HEREBY CERTIFY that on this 5th day of August, 1949, before me the subscriber, a Notary Public of the State of West Virginia in and for said County, personally appeared James Fitzpatrick the within named mortgagor and acknowledged the foregoing mortgage to be his act and deed. And at the same time before me, also personally appeared P.J. Davis, Vice President of the National -- of Keyser, W.Va., a corp., the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)
My commission expires: April 9, 1953.

Jean J. Pifer, Notary Public.

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Mortgage

Howard F. Ward et ux

To

Filed and recorded August 8th 1949 at 1:40 P.M.

The Fidelity Savings Bank of Frostburg
Allegany County, Maryland.

THIS PURCHASE MONEY MORTGAGE, Made this 5th day of August in the year Nineteen Hundred and Forty Nine by and between Howard F. Ward and Doris S. Ward, his wife, of Allegany County in

Compared and mailed August 1949
To the
Frostburg Md Aug 19 49

the State of Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular and the feminine as well as the masculine, as the context may require, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the Laws of the State of Maryland party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of One Hundred Thirty Eight and 78/100 Dollars (\$138.78) commencing on the 10th day of September, 1949 and on the 10th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 10th day of September, 1959. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Howard F. Ward and Doris S. Ward his wife, do hereby give, grant, bargain and sell, convey, transfer release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

FIRST PARCEL: All that lot or parcel of land situated on the Northwesterly side of Broadway in Frostburg, Allegany County, Maryland, and which is more particularly described as follows:

Beginning for the same at a point North 49 degrees East 82 feet from the corner of the Presbyterian Church Lot and South 49 degrees West 50 feet from the intersection of Broadway and Mechanic Streets, being the place of beginning of the second parcel conveyed and described in a deed from George Wehner to Frederick Wehner dated March 19, 1906, and recorded in Liber No. 99 Folio 308, of the Land Records of Allegany County, Maryland, the property hereby intended to be conveyed being part thereof and running thence with Broadway North 49 degrees East 17.68 feet to the corner of a frame building now standing at the intersection of Broadway and Mechanic Streets, thence North 41 degrees West 55.23 feet along the Southwesterly side of said building, thence South 49 degrees West 17.68 feet to the fourth line of the whole lot heretofore mentioned and running with said fourth line South 41 degrees East 55.23 feet to the place of beginning.

Being the same property which was conveyed to Henry A. Minick and Margaret Rodda Minick, his wife, by deed from Robert W. Lee and Madaline E. Lee, his wife, dated March 11, 1946, and recorded in Liber No. 207, folio 487, one of the Land Records of Allegany County, Maryland.

Being also the same property which was conveyed to the said Howard F. Ward and Doris S. Ward his wife, by deed from the said Henry A. Minick and Margaret Rodda Minick his wife, of even date herewith, which said deed is intended to be recorded among said Land Records simultaneously with this mortgage which is executed to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage as to this property.

SECOND PARCEL: All that lot, piece or parcel of ground situate, lying and being in the Town of Frostburg, Allegany County, Maryland, and known as Lot Number Eleven (11) of Block Nine (9) of Frost's Heirs Addition to said Town of Frostburg, a plat of said Addition is recorded in Liber No.

41, folio 700, among the Land Records of Allegany County, Maryland. This property is known as No. 39 West Loo Street in said Town of Frostburg.

Being the same property which was conveyed to the said Howard F. Ward and Doris S. Ward, his wife, by deed from Louise Wagner dated May 30, 1944, and recorded in Liber No. 199, folio 585, among said Land Records. The said Louise Wagner has since died and the life interest in said property which she reserved unto herself in said deed was thereby terminated.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged as may be necessary and to grant and convey the same to the purchaser or purchasers thereof or so much thereof, his, her or their heirs, or assigns; which sale shall be made in the manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee, as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Thousand Five Hundred (\$12,500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after

the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns, without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately be due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid, are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hands and seals of said mortgagors.

ATTEST Rachel Knieriem Howard F. Ward (Seal)
Rachel Knieriem Doris S. Ward (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 5th day of August in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland in and for said County, personally appeared Howard F. Ward and Doris S. Ward, his wife, and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me, also personally appeared William B. Yates, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in

like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.
(Notarial Seal)

Rachel Knieriem, Notary Public.

#####

Anne Henley Chattel Mortgage

To Filed and Recorded August 8th 1949 at 8:30 A.M.

National Discount Corporation (Stamps \$.55)

THIS CHATTEL MORTGAGE Made this 2 day of August, 1949, by Anne L. Henley Mortgagor and National Discount Corporation, Mortgagee.

Loan Computation:	WHEREAS, the said Mortgagor is indebted unto the said Mortgagee in the full sum of Nine Hundred Four And 56/100 Dollars, which said sum the said Mortgagor has agreed to repay in Seventeen consecutive Mo. installments of Fifty & 25/100 Dollars, and One final installment of Fifty & 31/100 Dollars, all of which is evidenced by a promissory note of the said Mortgagor written on the collateral form of note of the said Mortgagee, and to secure the payment of said sum, it was agreed that this mortgage be executed.
Interest	\$ 81.41
Service Charge	\$ 20.00
Insurance	\$.....
Recording Fees	\$ 3.15
To Maker	\$800.00
.....	\$....
Total Loan	\$904.56

NOW, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00) the said Mortgagor does hereby bargain and sell unto the said Mortgagee, their assigns, the following property, together with equipment and accessories:

Year Model	Make	Body Type	Motor No.	Serial No.
1946	Pontiac	Sta. Wag.	L8LB-19592	Same

IN TESTIMONY WHEREOF, witness the hand and seal of the said Mortgagor.

WITNESS; J. H. Snyder
Anne L. Henley (Seal)
536 N. Centre St.
Cumberland, Md.

STATE OF MARYLAND, CUMBERLAND, to wit:

I HEREBY CERTIFY That on this 2 day of August, in the year one thousand nine hundred and Forty Nine before me, a Notary Public of the State of Maryland in and for the City aforesaid, personally appeared Anne L. Henley the Mortgagor named in the foregoing mortgage and I acknowledged the foregoing Mortgage to be My act. At the same time also appeared J. H. Snyder Agent of the National Discount Corporation, the within named Mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as herein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) William H. Buckholtz, Notary Public

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Compared and Mailed Delivered
To Mrs. C. L. ...
Aug 10 1949

Theodore A. Sachs

Mortgage

To Filed and Recorded August 9th 1949 at 8:30 A.M.

Irving Millenson

(Stamps \$4.40)

THIS MORTGAGE, Made this 8th day of August, in the year Nineteen hundred and Forty-Nine by and between Theodore A. Sachs, unmarried, of Allegany County, in the State of Maryland, party of the first part, and Irving Millenson, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the party of the first part is justly indebted unto the party of the second part in the full and just sum of \$4,000.00 this day loaned the party of the first part by the party of the second part together with interest thereon at the rate of 6% per annum, which is to be repaid in monthly installments of \$35.00 each and in addition to said monthly payments on principal, interest shall also be payable monthly, which interest shall be calculated and credited semi-annually. The first of said monthly payments is due one month from the date hereof and shall continue monthly until the principal and interest are fully paid.

It is understood and agreed that the party of the first part has the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and reenacted with amendments by Chapter 923 of the Laws of Maryland, 1945 or any future amendments thereto.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said party of the first part does hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground situated and lying in Cumberland, Allegany County, Maryland, and known as parts of Lots 130, 131 and 132 on a plat of Fairview Addition, which plat is recorded in Deeds Liber 97, folio 203, among the Land Records of Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at the intersection of the easterly side of Franklin Street with the southerly side of Fairview Avenue and running thence with the southerly side of said Fairview Avenue South 69 degrees 25 minutes East 88.9 feet to Lot No. 113; thence South 20 degrees 35 minutes West 30 feet to the end of the second line in a deed from The Real Estate and Building Company of Cumberland, to Melvin Grindle, et ux dated October 27, 1939, and recorded in Deeds Liber 185 folio 48, among the Land Records of Allegany County, Maryland; running thence with the third line in the aforementioned deed North 69 degrees 25 minutes West 88.9 feet to the easterly side of Franklin Street; thence with said side of said street North 20 degrees 35 minutes East 30 feet to the place of beginning.

IT being the same property which was conveyed by The Real Estate and Building Company to Theodore A. Sachs, by deed dated July 16, 1946, and recorded in Deeds Liber 210, folio 211, among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said party of the first part, his, heirs, executors administrators or assigns, do and shall pay to the said party of the second part, his heirs, or assigns, the aforesaid sum of Four Thousand Dollars (\$4,000.00), together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his heirs, executors, administrators and assigns, or Cobey, Carscaden, and Gilchrist its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said party of the first part, his heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives heirs or assigns.

AND the said party of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand (\$4,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to insure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hand and seal of said mortgagor.

Witness:

Maxine Wilmot

Theodore A. Sachs (Seal)

STATE OF MARYLAND

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 8th day of August, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County personally appeared Theodore A. Sachs, unmarried, and he acknowledged the aforesaid mortgage to be his act and deed; and at the same time before me also personally appeared Irving Millenson the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
Maxine Wilmot, Notary Public.
(Notarial Seal)

Patrick O. McGreevy et al

Chattel Mortgage

To Filed and Recorded August 9th 1949 at 10:00 A.M.

Curtis V. Burger

(Stamps \$.55)

THIS CHATTEL MORTGAGE Made this 8th day of August, 1949, by and between Patrick O. McGreevy and Bernard V. McGreevy, parties of the first part, and Curtis V. Burger party of the second part, all of Allegany County, Maryland,

WITNESSETH:

WHEREAS, the parties of the first part are now indebted unto the party of the second part in the full sum of Eight Hundred Dollars (\$800.00) which is payable in monthly sums of at least Seventy Dollars (\$70.00) each, together with interest on the unpaid balance at the rate of 4% per annum, commencing September 8, 1949.

NOW, THEREFORE, this Mortgage witnesseth: in consideration of the premises and the sum of One Dollar (\$1.00) the parties of the first part do hereby bargain and sell to the said party of the second part, the following personal property, situated on the premises at #206 Decatur Street, Cumberland, Maryland, to-wit:

1 Fountain, 1 Back Bar, 4 tables, 13 Chairs, 1 Cigarette Case, 1 Candy Case, Fluorescent Lights 1 Neon Light, All Floor Coverings (3 rooms) All dishes and Glassware, 1 Whip Creamer, 1 Milk Shake Machine, 1 Gas Circulating heater.

With the provision that if the parties of the first part shall pay to the party of the second part the aforesaid sum of Eight Hundred Dollars (\$800.00) with interest as it becomes due and payable, these presents shall be absolutely void.

And it is agreed, that until default be made in the premises, the said parties of the first part shall possess the property hereby mortgaged, and be permitted to use the same in a proper and reasonable manner, keeping the same in good repair meanwhile.

And it is further agreed that, in default of payment of either principal or interest as aforesaid, the said Curtis V. Burger may sell the above mortgaged property in the following manner, that is to say: After giving at least ten days' notice of the time, place, and terms of said sale in some daily newspaper published in the said County, he may offer it for sale at public auction, on the premises or elsewhere, to the highest bidder, the proceeds of said sale to be applied, first, to the payment of all expenses connected therewith; second, to the payment of the aforesaid debt and interest to the said Curtis V. Burger, and the balance, if any, to be paid to the said parties of the first part or to whomsoever it may be due, it being understood and agreed that the said mortgagee shall be a competent bidder at such sale.

WITNESS our hands and seals this 8th day of August, 1949.

WITNESS: Phyllis Feaga

P.O. McGreevy (Seal)

Bernard V. McGreevy (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 8th day of August, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County aforesaid, personally appeared Patrick O. McGreevy and Bernard V. McGreevy and they acknowledged the foregoing Chattel Mortgage to be their respective act and deed; and at the same time personally appeared Curtis V. Burger, the within named mortgagee, and made oath in due form of law that the consideration of Eight Hundred Dollars (\$800.00) is true and correct.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Phyllis Feaga, Notary Public.

Helen Parsenios et vir

Mortgage

To Filed and Recorded August 9th 1949 at 2:20 P.M.

The Liberty Trust Company, Cumberland, Maryland

THIS MORTGAGE, Made this 8th day of August in the year nineteen hundred and Forty-nine by and between Helen Parsenios and George Parsenios, her husband, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said Helen Parsenios and George Parsenios her husband, stand indebted unto the said The Liberty Trust Company in the just and full sum of Twelve Thousand (\$12000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable September 30, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Helen Parsenios and George Parsenios her husband, hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that certain lot, piece or parcel of ground situate, lying and being at the Northeast-erly corner of South Liberty Street and Dilley Alley, in the City of Cumberland, Allegany County, Maryland, and which is described as follows, to-wit:

BEGINNING for the same at the intersection of the Easterly side of South Liberty Street with the Northerly side of Dilley Alley, said point being distant 75.95 feet measured in a Southerly direction along the Easterly side of said South Liberty Street from the Southwesterly corner of the stone foundation of the Second National Bank Building, and running thence with the Easterly side of said South Liberty Street, North 29 degrees West 25.3 feet to the line of the Northerly face of the North wall of the brick building located upon the lot hereby conveyed, thence with the Northerly face of said wall and the same extended, North 61 degrees 35 minutes East 48 feet to the end of the third line of the deed from Alexander King and wife to James Clark, dated May 1, 1897, and recorded in Liber No. 81 folio 229, one of the Land records of said Allegany County, and thence with the fourth line of said deed, South 29 degrees East 25 feet to the North-erly side of said Dilley Alley, and with it South 61 degrees 8 minutes West 48 feet to the place of beginning. Surveyed October 6, 1919. All bearings refer to the true meridian.

It being the same property which was conveyed unto the said Helen Parsenios by The Cum-berland Real Estate Company by deed dated January 22nd, 1944, and recorded in Liber No. 198 folio 367, one of the Land records of Allegany County.

Also, all that lot or parcel of land situated on the Easterly side of South Liberty Street, and known as No. 16 South Liberty Street, in Cumberland, Allegany County, Maryland, and described

Controlled and Mailed Delivered

To The Liberty Trust Company

August 10, 1949

To Judge Bay 15 J. J. Kelly, etc. Aug 10 1949

as follows:

BEGINNING at a point where the Northwest side of the brick building standing at the Northeast corner of Liberty Street and Hoffman Alley, formerly the telephone exchange, intersects the Eastward side of Liberty Street, which point measured along the Eastward side of Liberty Street is 25 feet 3-1/3 inches Northwestwardly from the Southwest corner of said brick building, and 67 feet 1 inch Southeastwardly from the Southwest corner of the brick building on the southeast corner of Baltimore and Liberty Streets, now owned and occupied by The Second National Bank of Cumberland, Maryland, and running thence from said beginning point with the Eastward side of Liberty Street, North 25 degrees 20 minutes West 20 feet; then running parallel with and 20 feet distant from the Northward wall of the first above mentioned brick building, North 65 degrees 30 minutes East 49 feet 10 inches to a division fence on the 3rd line of the deed from The Second National Bank of Cumberland, Maryland, to John H. B. Campbell and A. M. L. Bush; then with said division fence South 21 degrees 20 minutes East 20 feet to a point where it is intersected by the line of the extension of the face of the Northward wall of the first above mentioned building then with the Northward face aforesaid, South 65 degrees 30 minutes West 47 feet 6 inches to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by J. Elmer Bopp and wife by deed dated August 8th, 1949 and duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twelve thousand Dollars, together with the interest thereon when and as the same become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments hereby intended to be secured the said mortgagor hereby covenants to pay the said mortgage debt the and public liens levied on said property and on the mortgage debt and interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George A. Hughes its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court and the proceeds arising

from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Twelve thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: Hugh P. Shires

Mrs. Helen Parsenios (Seal)

George Parsenios (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY that on this 8th day of August in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Helen Parsenios and George Parsenios, her husband, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner, make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

For value received, The Liberty Trust Company of Cumberland, Md., hereby releases the within and foregoing mortgage. Witness the signature of said The Liberty Trust Company of Cumberland, Md., by Thomas A. Reese, its Vice President, and its Corporate Seal, duly attested by its Assistant Secretary, this 6th day of March, 1950.
R. W. Holt, Assistant Secretary (Corporate Seal)
Thomas J. McNamee, Notary Public, Cumberland, Md.
By Thomas A. Reese, Vice President.
3/7/50

Mortgage.

Robert B. Davis, et ux.

Filed and Recorded August 10th 1949 at 10:40 A. M.
(Stamps \$3.85).

To First Nat'l Bank of Cumberland, Md.

This mortgage, made this 9th day of August, 1949, by and between Robert B. Davis and Hilda E. Davis, his wife, of Allegany County, Maryland, parties of the first part, and The First National Bank of Cumberland, a banking corporation, duly incorporated under the laws of the United States, party of the second part, WITNESSETH:
WHEREAS, the parties of the first part are justly and bona fide indebted unto

Compared and
To Register
Aug 11 1949

the party of the second part in the full and just sum of Three Thousand Five Hundred (\$3,500.00) dollars, payable one year after date with interest from date at the rate of six (6%) per cent per annum, payable quarterly.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said party of the second part, its successors and assigns,

FIRST: All that lot, piece or parcel of land, situate, lying and being about three miles easterly of Cumberland, Allegany County, State of Maryland, along the southeasterly side of the Williams Road and being part of the "Home Property of George Weber" and which said part is described as follows, to-wit:

BEGINNING for the same at a large bounded sugar tree standing at the end of the third line of a six-acre tract excepted and reserved in a deed from Stanley Logsdon, et ux, to Benjamin F. Hall, dated 21st of May, 1929, and recorded among the Land Records of aforesaid Allegany County in Liber 160, Folio 569 and running thence North 52 degrees 40 minutes East 340 feet to a concrete post (to be planted) North 3 degrees 45 minutes East 174 feet to a fence post standing South 84 degrees 20 minutes West 22 feet from a large marked white oak tree corner between Hall and Twigg thence parallel to said division fence North 5 degrees 00 minutes East 365 feet to a stake standing South 42 degrees 15 minutes East 12 feet from an apple tree marked with six notches in a line, North 19 degrees 25 minutes East 75 feet to a stake standing North 59 degrees 30 minutes West 20 feet from a large elm tree along aforesaid division fence between Hall and Twigg, North 34 degrees 30 minutes East 164 feet to a stake, North 13 degrees 40 minutes East 85 feet to the southeasterly side of the Williams Road standing South 89 degrees 45 minutes West 20-1/2 feet from a locust tree, thence along and with the Southeasterly side of the Williams Road, South 40 degrees 50 minutes West 156-1/4 feet, South 69 degrees 10 minutes West 164 feet, South 53 degrees 15 minutes West 100 feet, South 83 degrees 40 minutes West 180-1/4 feet, South 64 degrees 30 minutes West 331 feet, thence leaving the Williams Road and crossing a private road, South 27 degrees 50 minutes West 39-1/4 feet to a fence post marked with twelve notches standing at the end of the sixth line of the first above mentioned six-acre tract, thence reversing the lines thereof as corrected by magnetic variation, South 27 degrees 50 minutes West 112-1/2 feet, South 51 degrees 30 minutes East 128 feet, South 38 degrees 05 minutes East 552 feet to the place of beginning.

Containing 7-65/100 acres and being part of the property conveyed by Benjamin F. Hall and Harriet S. Hall, his wife, unto the said Richard B. Kerns and Grace C. Kerns, his wife, by deed dated April 23, 1936, and recorded among the Land Records of Allegany County, Maryland, in Liber 174, Folio 508, to which said deed special reference is hereby made.

SECOND: Also the following right-of-way for egress and ingress from the Williams Road to the above described property which said right-of-way is described as follows:

BEGINNING for the same at the end of the fourth line of the above described property and running thence South 59 degrees 30 minutes East 20 feet to a large elm tree on division

line between Hall and Twigg and with it North 34 degrees 30 minutes East 170 feet, North 13 degrees 40 minutes East 90 feet to a locust tree along the southeasterly side of the Williams Road and with it North 89 degrees 45 minutes East 20-1/2 feet to the end of the sixth line of the above described property, thence reversing the sixth and fifth line thereof, South 13 degrees 40 minutes West 85 feet, South 34 degrees 30 minutes West 164 feet to the place of beginning.

Being the same property which was conveyed to the said Robert B. Davis and Hilda E. Davis, his wife, by deed of Richard B. Kerns and Grace C. Kerns, his wife, dated the 5th day of May, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber 221, Folio 18.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Three Thousand Five Hundred (\$3,500.00) dollars together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part, to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchaser thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no

sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the here-by mortgaged property to the amount of at least Three Thousand Five Hundred (\$3,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forth-with in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both: Robert B. Davis (SEAL)
H. D. Vaughan. Hilda E. Davis (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 9th day of August, 1949, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert B. Davis and Hilda E. Davis, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and, at the same time, before me, also appeared H. A. Pitzer, president of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

My Commission Expires May 7, 1951.

A. A. Helmick, Notary Public.

Tip Top Restaurant, Inc., Bill of Sale
and Filed and Recorded August 10th 1949 at 11:45 A. M.
Beulah M. Parks, et al. (Stamps \$1.65).

THIS BILL OF SALE, Made this 8th day of August, 1949, by and between Tip Top Restaurant, Incorporated, a Maryland corporation, party of the first part, and Beulah M. Parks and George W. Parks, parties of the second part, WITNESSETH:

That for and in consideration of the sum of Fifteen Hundred Dollars (\$1500.00), Four Hundred Dollars (\$400.00) of which is hereby paid in cash, and the balance of Eleven Hundred Dollars (\$1100.00) to be secured by this agreement, said party of the first part has bargained, sold, assigned and transferred and by these presents does bargain, sell, assign and transfer unto said parties of the second part all of the following property situated on the premises No. 437 Virginia Avenue, in the City of Cumberland, Allegany County, Maryland:

1 cook stove	2 Frigidaires
1 three-way sink	1 steam table
2 work tables	2 ice coolers
1 cash register	1 electric cooler
1 electric coffee maker	8 booths
6 tables	8 stools
20 chairs	1 oil heater

Miscellaneous dishes, glasses, cooking utensils and silverware.

The party of the first part does further bargain and sell all of his right, title and interest in said business at said location and agrees not to operate in competition with said restaurant within three blocks of said location for a period of two years, and the said party of the first part does agree to assign all of his interest in and to a certain lease covering said premises.

In consideration of the above, and in order to secure the prompt payment of the balance of the purchase price to the party of the first part at the rate of Fifty Dollars (\$50.00) per month until the balance of Eleven Hundred Dollars has been paid, the parties of the second part do hereby re-convey the title to the above named property to the party of the first part as security for the full payment of the purchase price. Said party of the first part does agree to release and reconvey said interest upon the full payment of said purchase price, but in the event that payment is not made that the party of the first part may take possession of said property, or in the event that the payment of Fifty Dollars per month is not made within ten days of the first of each and every month that then the party of the first part may take possession and sell said property retaining the amount of the unpaid balance and the incidental costs of said sale, and paying any surplus over to the parties of the second part.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and date above written.

(Corporate Seal)

TIP TOP RESTAURANT, INCORPORATED

Attest:
J. D. Brehany,
Secretary.

By Clyde W. Love,
President.

Beulah M. Parks (SEAL)

WITNESS: John T. Fey.

George Parks (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 8th day of August, 1949, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Beulah M. Parks and George W. Parks and each acknowledged the foregoing Bill of Sale to be their act and deed.

WITNESS my hand and Notarial Seal on the day and date last above written.

(Notarial Seal)

Betty June Beachy, Notary Public.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8th day of August, 1949, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Clyde W. Love, president of Tip Top Restaurant, Incorporated, and did make oath that the consideration for said Bill of Sale is bona fide and true and correct as therein stated.

WITNESS my hand and Notarial Seal on the day and year last above written.

(Notarial Seal)

Betty June Beachy, Notary Public.



RECORDS ENGINEERING
INC.
WASHINGTON, D. C.

FLASHGUIDE RE-3