

CLERK OF THE CIRCUIT COURT

ALLEGANY COUNTY

STATE OF MARYLAND

# LAND RECORDS

MORTGAGES



WASHINGTON, D. C.

**REEL  
NO.**

**7**

**.**

**6**

# RECORDS ENGINEERING

INCORPORATED

SUITE 825 - BOWEN BUILDING  
815 FIFTEENTH STREET NORTHWEST  
WASHINGTON 5, D. C.

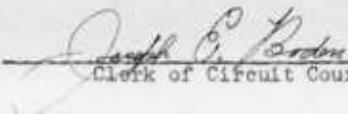
GERALD P. NYE  
PRESIDENT  
IRVING ZITMORE  
VICE PRES.-GEN. MGR.

PHONE STERLING 2487

I hereby certify that the Land Records micro-filmed herein, contained on this roll of film, are the actual records of the Clerk of the Circuit Court for this County, State of Maryland.

These records are being microfilmed pursuant to Chapter 504 of the Act of 1949, which provides for the Clerks of the Courts to file with the Land Office microfilmed copies of the land records in lieu of the abstracts which it was customary for the Clerks of the Circuit Courts to have made and delivered to the Land Office.

These microfilms are being produced for the Clerk of this Circuit Court by Records Engineering, Inc., Washington, D. C.

  
Clerk of Circuit Court

For Wynne County

Date September 13, 1950.

**LIBER NO**

**232**

Arthur R. Clark, et ux.

Mortgage.

To Filed and Recorded March 30<sup>th</sup> 1950 at 12:05 P. M.

W. Wallace McKaig

THIS MORTGAGE, made this 29th day of March, in the year Nineteen Hundred and Fifty, by and between Arthur R. Clark and Juanita G. Clark, 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 Three Thousand Five Hundred Dollars (\$3,500.00), which said indebtedness, together with the interest thereon at the rate of six per centum (6%) per annum, is payable three (3) years after date hereof. The said Mortgagors do hereby covenant and agree to make payments of not less than Thirty-Five Dollars, (\$35.00), 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.

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 land known as Lot No. 12 of White's Addition, in District No. 7, at Rawlings, Allegany County, Maryland, and described as follows:

Beginning for the same at the end of the first line of Lot No. 11 and running thence South 40 degrees 30 minutes West 60 feet, thence North 49 degrees 30 minutes West 310 feet, thence North 40 degrees 30 minutes East 60 feet to the end of the second line of Lot No. 11, and reversing same, South 49 degrees 30 minutes East 310 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by George R. Hughes, Trustee, by deed dated March --, 1950, 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 Three Thousand Five Hundred Dollars (\$3,500.00), 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, 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 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 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 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 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 hands and seals of said Mortgagors.

Attest: Betty June Beachy

Arthur R. Clark (SEAL)

Juanita G. Clark (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29th day of March, in the year 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Arthur R. Clark and Juanita G. Clark, 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 McKaig 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)

Betty June Beachy, Notary Public.

\*\*\*\*\*

mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Eugenia A. Spano, Notary Public.

\*\*\*\*\*

Emma Bennett Twigg, et al.

Mortgage.

To

Filed and Recorded March 31" 1950 at 10:30 A. M.

Clifford W. Bennett

(Stamps \$1.65).

THIS MORTGAGE, made this 27" day of March, in the year nineteen hundred and fifty, by and between Emma Bennett Twigg, divorced and Dale K. Twigg, unmarried, of Allegany County, in the State of Maryland, parties of the first part, and Clifford W. Bennett, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are justly indebted unto the said party of the second part, his personal representatives and assigns, in the full sum of Fifteen Hundred 00/100 (\$1500.00) Dollars, payable one year after date of these presents, together with interest thereon, at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, his personal representatives and assigns, as and when the same is due and payable.

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 party of the second part, his personal representatives and assigns, the following property, to-wit:

ALL that lot or parcel of ground lying, being and situate in Allegany County, Maryland, and known and distinguished as Lot No. Four of Willison's Addition to Frostburg, a plat of which is recorded among the Land Records of Allegany County, in Liber No. 70, Folio 710, and more particularly described as follows:

BEGINNING at the southeast corner of Lot No. Five on the northerly side of Loo Street, two hundred feet from the northeast corner of Loo and Hill Streets; thence with Loo Street, South 52 degrees and 45 minutes East fifty feet; thence North 37 degrees East one hundred and fifty feet to an alley; thence with said alley North 52 degrees West fifty feet; thence one hundred and fifty feet in a straight line to the place of beginning. Containing seventy-five hundred square feet, more or less, as shown on said plat.

IT being the same property which was conveyed by James McNeil, Jr., et ux, to Emma Bennett Twigg, et al, by deed dated March 14, 1950, and recorded among the Land Records of Allegany County, Maryland.

THIS MORTGAGE is a second mortgage on the property hereinbefore mentioned and described and is subordinate to a mortgage for thirty-five hundred dollars (\$3500.00) in favor of Equitable Savings and Loan Society of Frostburg, Maryland, dated March 14, 1950.

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 personal representatives or assigns, the aforesaid sum of Fifteen Hundred Dollars (\$1500.00), 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, his personal representatives 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 personal representatives or assigns, the improvements on the hereby mortgaged land to the amount of at least fifteen hundred and 00/100 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 or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.



#####

Charles W. Harper, et ux.

Mortgage.

To Filed and Recorded March 31" 1950 at 10:40 A. M.  
 Allegany Building, Loan & Savings Company of Cumberland, Md. (Stamps \$1.65)

THIS MORTGAGE, Made this 30th day of March, in the year nineteen hundred and fifty, by and between Charles W. Harper and Leona R. Harper, his wife, of Allegany County, in the State of Maryland, parties of the first part, and The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, 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 The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, have received therefrom an advance or loan of fifteen hundred and 00/100 dollars, on their fifteen (15) shares, class "G" stock, upon condition that a good and effectual mortgage be executed by the said parties of the first part to 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.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and the sum of one dollar, the said parties of the first part do hereby grant, bargain and sell and convey unto the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, its successors and assigns, all that lot or parcel of ground situated on Avirett Avenue in the City of Cumberland, Allegany County, Maryland, known as part of Lot No. 127, as laid out on the original map of Cumberland, the same being the southeast half of Lot No. 127, fronting 48 feet on Flat Street (now Avirett Avenue) and running back an even width of 85 feet, and being the same property conveyed by Carl C. Hetzel, et ux., to Hattie B. Warnick, Hazel M. James and Harley F. Miller by a deed dated September 26, 1922, and recorded in Liber No. 141, Folio 507, one of the Land Records of Allegany County, Maryland; the interest of the said Hazel M. James being later conveyed to Harley F. Miller and Hattie B. Miller, his wife, (the said Hattie B. Miller being formerly Hattie B. Warnick) by a deed dated November 1, 1924, and recorded in Liber 157, Folio 185, of said Land Records, reference to which said deeds is hereby made for a further description of said property.

BEING the same property conveyed unto the said Charles W. Harper, et ux., by Harley F. Miller, et ux., by deed dated July 17, 1948, and recorded in Liber 222, Folio 249, one of the Land Records of Allegany County, Maryland.

Subject, however, to a 24-inch easement of ingress and egress granted by Hazel M. James, et al., to William E. Beal, et ux., by a deed dated August 27, 1947, and recorded in Liber 214, Folio 4, one of the Land Records of said Allegany County, specific reference to which said deed is hereby made for a more particular description thereof.

TOGETHER with the improvements thereon, and the rights, privileges and appurtenances thereunto belonging or appertaining.

TO HAVE AND TO HOLD the above granted property unto the said body corporate, its successors and assigns, forever in fee simple.

PROVIDED, HOWEVER, that if the said parties of the first part, their heirs and assigns, 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, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, 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 said principal sum of Fifteen Hundred and 00/100 dollars with interest thereon at the rate of 6% per annum, payable in monthly payments of not less than \$15.00 and interest, on or before the first Monday of each and every month hereafter until the whole of said principal debt and interest is paid, the first monthly payment being due on the first Monday in April, 1950, at the office of the said The Allegany Building, Loan and Savings Company, of Cumberland, Maryland.

SECOND. To pay all taxes, public dues and assessments legally levied on said property and on said mortgage debt which have been or may be hereafter levied or charged on said property and debt, when and as the same may be 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. To keep insured, during the continuance of this mortgage, by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Hundred and 00/100 dollars and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee or its assigns, to the extent of its or their lien or claim hereunder, and to place such policies, together with the renewals thereof, from time to time, during the continuance of this mortgage, in possession of the said mortgagee. And in default of such insurance, the mortgagee may insure said property and pay the premium thereon and charge the same against said mortgage debt as part thereof.

PROVIDED, That if default should be made by the said parties of the first part, their heirs and assigns, or by any one who may assume the payment of this mortgage, in the payments of the aforesaid sums of money or either or 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 The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, or its assigns, or Lewis M. Wilson, 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 purchasers thereof, or to 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 the City of Cumberland, Maryland, and in event of a sale of said property under the powers hereby granted, the proceeds arising from said 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 such sale.

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, their personal representatives, heirs and assigns, as their interest may appear, or to whosoever may be entitled to the same.

WITNESS the hands and seals of the said parties of the first part hereto the day and year first hereinbefore written.

Test: Miles S. Amick Charles W. Harper (SEAL)  
Miles S. Amick Leona R. Harper (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 30th day of March, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Charles W. Harper and Leona R. Harper, his wife, and they acknowledged the foregoing mortgage to be their respective act:

And at the same time before me also personally appeared Arthur H. Amick, secretary and 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.

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

(Notarial Seal) Miles S. Amick, Notary Public.

\*\*\*\*\*

Albert T. Rice, Jr., Chattel Mortgage.

To Filed and Recorded March 31" 1950 at 1:00 P. M.

Cumberland Savings Bank

THIS CHATTEL MORTGAGE, Made this 29th day of March, 1950, by and between Albert T. Rice, Jr., of Allegany County, Maryland, hereinafter called the Mortgagor, and Cumberland Savings Bank, of Cumberland, Maryland, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagor stand\_ indebted unto the said Mortgagee in the full sum of \$1,194.81, payable in 24 successive monthly installments of \$49.79 each, beginning one month after the date hereof, as is evidenced by his promissory note of even date herewith.

NOW THEREFORE, in consideration of the premises and of the sum of \$1.00, the said Mortgagor do\_ hereby bargain and sell unto the said Mortgagee, its successors and assigns, the following property, to-wit:

1950 Custom DeLuxe four-door sedan - Ford - Motor and Serial No. BOCS 122196.

PROVIDED, if the said Mortgagor shall pay unto the said mortgagee the aforesaid sum of \$1,194.81, according to the terms of said promissory note and perform all the covenants herein agreed to by said Mortgagor, then this mortgage shall be void.

The Mortgagor does covenant and agree, pending this mortgage, as follows: That said motor vehicle shall be kept in a garage in Cumberland, 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 motor vehicle in good repair and condition; to pay all taxes, assessments and public liens legally levied on said motor vehicle, when legally demandable, to pay said mortgage debt as agreed; to have said motor vehicle 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, in any installment thereof, in whole or in part, 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 and entitled to and may take immediate possession of said motor vehicle, and the said mortgagee, its successors or assigns, or F. Brooke Whiting, its 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 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 Mortgagor, his personal representatives or assigns, and in case of a deficiency any unearned premiums or insurance may be collected by said mortgagee and applied to said deficiency.

WITNESS, the hand and seal of said Mortgagor, the day and year first above written.  
WITNESS: Marcus A. Naughton Albert T. Rice, Jr. (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 29th day of March in the year nineteen hundred and fifty before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Albert T. Rice, Jr., and he acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared John L. Conway, cashier, Cumberland 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.

\*\*\*\*\*

George Dendrenos, et ux.

Mortgage.

To . . . . . Filed and Recorded April 1<sup>st</sup> 1950 at 10.30 A. M.

First National Bank of Cumberland.

(Stamps \$3.85).

THIS MORTGAGE, Made this 30th day of March, 1950, by and between George Dendrenos and Zoitga Dendrenos, 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 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 five (5%) 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, all that lot, piece or parcel of ground lying and being on the Northwesterly side of Frederick Street, in the City of Cumberland, Allegany County, Maryland, and known and designated as Lot No. 86 in Gephart's Bedford Road Addition to Cumberland, and particularly described as follows, to wit:

BEGINNING for the same at a point on the Northwesterly side of Frederick Street, at the end of the first line of Lot No. 85 of said Addition and running thence with the Northwesterly side of Frederick Street, South 41 degrees 5 minutes West 33 feet, thence at right angles to said Street, North 48 degrees 55 minutes West 107.4 feet to Maple Alley and with said Alley North 41 degrees 5 minutes East 33 feet to the end of the second line of said Lot No. 85, and with said second line reversed South 48 degrees 55 minutes East 107.4 feet to the place of beginning.

It being the same property conveyed to the first parties by deed of John P. Tole (unmarried) dated the 20th day of September, 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber 217, Folio 343.

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 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 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 hereby 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 forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premium thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

Witness as to both: Morris Baron

George Dendrenos (SEAL)  
Zoitosa Dendrenos (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 30th day of March, 1950, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared George Dendrenos and Zoitsa Dendrenos, 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. Fitzer, 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)

Morris Baron, Notary Public.

#####

Pluma A. Boswell, et vir.

Chattel Mortgage.

To

Filed and Recorded April 1, 1950 at 8:30 A. M.

Family Finance Corporation.

Account No. 16,589 - Actual amount of this loan is \$300.00.

Cumberland, Maryland, March 31, 1950.

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: -----

All the furniture, household appliances and equipment, and all other goods and chattels now located in or about Mortgagors' residence at 823 Virginia Avenue, in the City of Cumberland, County of Allegany, Maryland:

3-piece red and blue living room suite; 1 Silvertone cabinet radio; 1 green leather chair; 1 blue oak chair; 1 coffee table; 1 oak desk, 1 fold away table; 1 walnut table; 4 walnut chairs; 1 walnut buffet, 1 walnut china closet; 4 chairs and table red; 1 Automatic electric washing machine; 1 Coldspot refrigerator; 1 Universal gas stove; 1 white cabinet; 1 walnut bed; 1 walnut bed; 1 walnut dresser; 1 walnut chest drawers; 1 walnut cedar chest; 1 vanity and stool, walnut; 1 dresser, walnut; 1 vanity & stool, walnut; 1 steam table; 1 Garland gas range; 1 United Refrigerator; 1 National cash register #4266682, 1 3x20 Wood counter, 5 wood booths, 1 Pepsi Cola tonic cooler, 1 Frigidaire, ice cream cooler,; 1 Speedster

French Frier, #2421.

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 Mortgagor's 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 present\_ 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 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

Service charges	\$20.00
Recording fees	3.30
For	316.06
Cash Received	791.10

is hereby acknowledged by the Mortgagor

THIS CHATTEL MORTGAGE, made between the mortgagor and the Mortgagee, WITNESSETH:

That for and in consideration for a loan in the amount of loan stated above, made by Mortgagee to Mortgagor, which loan is repayable in 17 successive monthly instalments of \$40.29 /100 each, said instalments being payable on the last day of each month from the date hereof, mortgagor does hereby bargain and sell unto Mortgagee the personal property described below in a schedule marked "A" which is hereby made a part hereof by this reference.

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 loan according to its terms as aforesaid, and as evidenced by a certain promissory note of even date herewith, then these presents shall be void. The note evidencing said loan provides that the amount thereof, or any part thereof, may be paid in advance at any time, and also provides that if said note is not fully paid on the final due date thereof, the unpaid balance thereof shall bear interest at the rate of 6% per annum from said final due date, until paid.

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 or any part thereof, as provided in said note, then the entire unpaid balance 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 and sell same for cash or on credit at public or private sale, with or without notice to mortgagor.

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	Virginia H. Meleri	(SEAL)
Witness: R. F. White	John G. Meleri	(SEAL)

SCHEDULE "A"

A certain motor vehicle, complete with all attachments and equipment, now located at the address of the Mortgagors incited above, to-wit: --- None.

Certain chattels, including all household goods, now located at the address of the Mortgagors indicated above, to-wit:

Living Room - 1 Swan rocker; 1 chair, Chippendale; 1 chair, Gainsboro; 1 rug, Axm., 2 table, end; 1 magh. desk; 1 Dunk & Fithe Davenport.

Dining room - 1 Buffet, oak; 4 chairs, oak; 1 table, oak; 1 rug, Axm., 1 Bendix Radio; 1 utility table.

Kitchen - - - 4 chairs, chrome & yellow; 1 refrigerator, Crosley; 1 stove, El. Electroday; 1 table, chrome & Yellow; 1 washing machine, Norge, 4 White chairs, 1 white table; 1 cong. rug, 1 Thor mangle.

Bed rooms - - 1 bed, magh., 1 chiffonier, magh., 1 dresser, magh.; 1 dressing table, magh., 1 Axm. rug; 1 Nite Stand.

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 to be acquired by Mortgagors or either of them, and kept or used in or about the said premises or commingled with or substituted for any property herein mentioned, said property now being and remaining in the Mortgagors' possession.

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

I HEREBY CERTIFY that on this 31st day of March, 1950, before me, the subscriber, a Notary public of the State of Maryland, in and for the city/county aforesaid, personally appeared Virginia H. Meleri and John D. Meleri, 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 Daniel J. Dopko, 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.

Edith M. Twigg, Notary Public.

(Notarial Seal)

\*\*\*\*\*

Supplemental Deed of Trust.

Mayfair Laundry, Inc.

Filed and Recorded April 4" 1950 at 1:35 P. M.

To

George R. Hughes, Trustee.

THIS SUPPLEMENTAL DEED OF TRUST, Made this 3rd day of April, 1950, by and between The Mayfair Laundry, Inc., a Maryland corporation, party of the first part and George R. Hughes, Trustee, as hereinafter set forth, party of the second part, WITNESSETH:

WHEREAS, by deed of trust dated February 15, 1947, and recorded in Liber 192, Folio 126, one of the Lien Records of Allegany County, Maryland, the said party of the first part herein, granted and conveyed unto George R. Hughes, as Trustee for the Peoples Bank of Cumberland, Cumberland, Maryland, certain personal property, equipment, fixtures, etc., all

Com. Not. Public  
Delivered to Mortgagors  
April 12-1950

situated in Allegany County, in the State of Maryland, all as more fully set out and described in detail therein, special reference to which said Deed of Trust is hereby made for a full and complete description of said property, and

WHEREAS, the said Deed of Trust contains a provision whereby The Mayfair Laundry, Inc., party of the first part herein, covenants and agrees to execute additional and supplemental deeds of trust, or other evidence of indebtedness on any property thereafter acquired by it in order to more adequately secure the obligation therein evidenced, and

WHEREAS, in the meantime, Peoples Bank of Cumberland, Cumberland, Maryland, has merged with the said The Liberty Trust Company, a corporation, Cumberland, Maryland, as will be seen by reference to said Merger Agreement filed and recorded on December 28, 1948, in Certificate of Incorporations Docket 9, Page 454, in the office of the Clerk of the Court of Allegany County, Maryland, and

WHEREAS, the Mayfair Laundry, Inc., has since acquired additional equipment as hereinafter set forth and contained and it is now the desire and intention to carry out its covenants and obligations in order to more securely and adequately protect its loan.

NOW THEREFORE, in consideration of the premises and of the matters and facts above recited and the sum of One Dollar (\$1.00), paid by the said party of the second part unto the said party of the first part, the receipt of which is hereby acknowledged and in further consideration of the covenants and conditions as set forth in the Deed of Trust dated February 15, 1947, by and between the parties hereto, the said party of the first part does hereby bargain and sell, give, grant, release, convey and confirm unto the said party of the second part, the following described equipment, to wit:

1 Huebsch Sleever, #8836; 1 Forse Red Head Back Press; 1 American Standard 4-Roll Ironer, #3114OM31163; 1 Prosperity Press #144416; 1 Prosperity Press #144450; 1 Prosperity Press, #144337; 4 Electric Suction Fans; 1 Vic Model #90 Cleaning Machine #1169; 1 Hoffman Steam Press, #429730; 1 electric steam iron; 1 steam spotting gun; 2 ironing boards; 1 1946 Chevrolet panel truck #DBM117481; GMAC; 1 Simplex Time Recorder.

It is hereby covenanted and agreed by and between the parties hereto that all covenants, conditions, limitations, provisions and restrictions as set forth in the Deed of Trust from The Mayfair Laundry, Inc., to the said George R. Hughes, Trustee, dated February 15, 1947, and recorded in Liber 192, Folio 126, one of the Lien Records of Allegany County, Maryland, shall extend and apply to and be considered a part of this Supplemental Deed of Trust as fully and to the same extent and purpose as though they were set forth and contained in full in this Supplemental Deed of Trust.

IN WITNESS WHEREOF, The Mayfair Laundry, Inc., has caused this Supplemental Deed of Trust to be signed by its President, with its Corporate Seal hereto affixed, all duly attested by its Secretary on the day and year above written.

(Corporate Seal)

Attest: Charles R. Skiles,  
Secretary.

THE MAYFAIR LAUNDRY INC.,  
By Harry E. Skiles,  
President.

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of April, 1950, before me, the subscriber,  
Notary Public of the State and County aforesaid, personally appeared Harry E. Skiles, presi-

dent of the Mayfair Laundry, Inc., a corporation, and in behalf of said corporation, acknowledged the foregoing Supplemental Deed of Trust to be the act and deed of said corporation; and at the same time, also, personally appeared Charles A. Piper, president of The Liberty Trust Company, a corporation, Cumberland, Maryland, and made oath in due form of law that the consideration is bona fide as herein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year above written.

(Notarial Seal)  
My Commission Expires May 7, 1951.

Celestine H. Rhind, Notary Public.

Buddy Paul, et ux.

Mortgage.

To

Filed and Recorded April 5<sup>th</sup> 1950 at 8:30 A. M.

Home Building & Loan Association, Inc.

THIS MORTGAGE, Made this 4th day of April, in the year Nineteen Hundred and Fifty by and between Buddy Paul and Helen E. Paul, 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 mortgagor, the sum of Seven Hundred (\$700) 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 Ten (\$10) 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 known and designated as Lot No. 12, Block 3, of McCraw's Lots, as shown on a plat filed in the office of the Clerk of the Court for Allegany County, Maryland, in Flat Box No. 137, and which said lot is more particularly described as follows, to-wit:

BEGINNING for the same at a point on the Southwesterly side of C. Street, as shown on the plat of said McCraw Lots, said point being distant north 40 degrees 2 minutes West 50 feet from the intersection of the Southwesterly side of said C. Street with the Westerly side of

Certified and Mailed Registered 2/18/50  
 717 Richards City, W. Va.  
 April 12 1950

Cresap Road, and running thence with the Southwesterly side of said C. Street, North 40 degrees 2 minutes West 40 feet; thence South 49 degrees 58 minutes West 120 feet to a 12-foot alley; thence with the line of said alley, South 40 degrees 2 minutes East 40 feet; thence leaving said alley and running North 49 degrees 58 minutes East 120 feet to the beginning.

This being the same property which was conveyed by Roland C. Varner and Eleanor I. Varner, his wife, to Buddy Paul and Helen E. Paul, his wife, by deed dated March 7, 1950, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 228, Folio No. 182, to which said deed special reference is hereby made.

The above described property is improved by a concrete block dwelling house of three rooms and bath.

The purpose of this loan is to pay for the construction of the improvements upon the property and for this reason is a purchase money mortgage.

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 Seven Hundred (\$700) 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 here-in 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: Rosalie A. Crabtree  
Rosalie A. Crabtree

Buddy Paul (SEAL)  
Helen E. Paul (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 4th day of April, in the year nineteen Hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Buddy Paul and Helen E. Paul, 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 said mortgagee.

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

(Notarial Seal)

Rosalie A. Crabtree, Notary Public.

\*\*\*\*\*

Samuel F. Dishong, Jr., et ux.

Mortgage.

To

Filed and Recorded April 5<sup>th</sup> 1950 at 8:30 A. M.

Fidelity Savings Bank of Frostburg.

(Stamps 55¢).

THIS MORTGAGE, made this 3rd day of April, 1950, by and between Samuel F. Dishong, Jr., and Marguerite C. Dishong, his wife, of Frostburg, Allegany County, in the State of Maryland, Mortgagors, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, Mortgagee.

WHEREAS, the said Mortgagors are justly indebted unto the Mortgagee in the full and just sum of Seven Hundred Sixty-Seven 30/00 (\$767.30) which is to be repaid in 36 consecutive monthly installments of \$21.40 each, beginning one month from the date hereof at the office of the said mortgagee.

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of one dollar, the said Mortgagors do grant, assign and convey unto the said Mortgagee, its successors and assigns, in fee simple, all that lot of ground and premises located in Election District 26 of Allegany County, Maryland, known as 157 Frost Avenue, Extended, Frostburg, Maryland, and more fully described in a Deed from Sam. F. Dishong, Sr. & Katherine, dated May 17, 1946, recorded among Land Records of Allegany County, Maryland, Liber 209, Folio 96.

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

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, its successors and assigns, forever, provided that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors and 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 retain possession of the mortgaged property, upon paying in the meantime, all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon, said Mortgagors hereby covenant to pay when legally demandable.

AND the said Mortgagors further covenant to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said mortgagee may from time to time require, for the use of the mortgagee, in some company acceptable to the mortgagee to the extent of its lien thereon and to deliver the policy to the mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: 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 sale shall be at public auction for cash, and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the Mortgagors, their heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagors, their representatives, heirs or assigns.

WITNESS OUR HANDS AND SEALS.

Attest: Ralph M. Race

Samuel F. Dishong, Jr. (SEAL)

Marguerite Dishong (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of April, 1950, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Samuel F. Dishong, Jr., and Marguerite (C.) Dishong, his wife, the Mortgagors named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act. At the same time also appeared William B. Yates, treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ralph M. Race, Notary Public.

\*\*\*\*\*

Chattel Mortgage.

Samuel F. Dishong, Jr., et ux.

Filed and Recorded April 5<sup>th</sup> 1950 at 8:30 A. M.

To

Fidelity Savings Bank, Frostburg, Md.

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 3rd day of April, in the year 1950, by and between Samuel F. Dishong, Jr., and Marguerite Dishong, 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:

Compared and filed Detested 2/10/50  
To Notary, Frostburg, Md.  
April 17, 1950

WHEREAS, the said mortgagor is indebted unto the said mortgagee in the full sum of Seven Hundred Sixty-Seven 30/00 dollars (\$767.30) which is payable in installments according to the tenor of his promissory note of even date herewith for the sum of \$767.30, 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 "Mor-Sun" Gas Fired Winter Air Conditioner furnace, Model T4G, Serial 5220, Manufactured by Morrison Steel Products, Inc., Buffalo, New York.
- One 3-piece living room suite, mahogany trim.
- One glass-top coffee table, walnut.
- One telephone stand and matching stool, walnut.
- One 5-piece light oak dining room suite - table and 4 chairs.
- One 5-piece bedroom suite, walnut, bed, vanity, vanity bench, chest of drawers and dresser.
- One Simmons studio couch.
- One mahogany bookcase
- One "Kenmore" washing machine, Sears-Roebuck.

PROVIDED that if the said Mortgagor shall pay unto the said mortgagee the aforesaid sum of \$767.30 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 personal property hereinbefore described shall be kept in a building situated at 157 Frost Avenue, Frostburg, in Allegany County, Maryland, and that the same shall not be removed therefrom without the written consent 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 \$1,500.00, 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 3rd day of April, in the year 1950.

Attest: Ralph M. Race

Samuel F. Dishong, Jr. (SEAL)

Marguerite Dishong (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County aforesaid, personally appeared Samuel F. Dishong, Jr., and Marguerite Dishong, 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)

Ralph M. Race, Notary Public.

\*\*\*\*\*

Mortgage.

William F. Taylor, et ux.

Filed and Recorded April 6<sup>th</sup> 1950 at 11:15 A. M.

To

Joseph F. Taylor, et ux.

THIS MORTGAGE, made this 5th day of April, in the year Nineteen Hundred and Fifty, by and between William F. Taylor and Dorothy R. Taylor, 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 Joseph F. Taylor and Pearl M. Taylor, 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 Mortgagors are justly and bona fide indebted unto the said Mortgagees in the full sum of One Thousand Seven Hundred Forty Dollars (\$1,740.00), which said indebtedness, together with the interest thereon at the rate of Five Per Centum (5%) is payable three (3) years after date hereof. The interest is to be paid annually at the rate aforesaid.

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 mortgagees, the following property, to-wit:

All that lot or parcel of ground situated on the southeasterly side of Greene Street,

Compared and Mailed Pursuant to the Act of the Legislature of Maryland, 1892, Chapter 113, Section 113, and the Act of the Legislature of Maryland, 1902, Chapter 113, Section 113.

in the City of Cumberland, Allegany County, Maryland, and known as Lot No. 40 as shown on the Amended Plat of Properties of the Cumberland Homes Company, Inc., Kelly-Springfield Tire Company, et al., dated September 15, 1923, and recorded among the Land Records of Allegany County, Maryland, and which said lot is more particularly described as follows, to-wit:

Beginning for the same on the southeasterly side of Green Street at the dividing line between Lots Nos. 39 and 40 and running thence with said side of Green Street, South 37 degrees 46 minutes West 40.1 feet, more or less, to the dividing line between Lots Nos. 40 and 41 of said Plat of Lots, thence leaving the boundary line of Green Street, and running South 55 degrees 48 minutes East 80.6 feet to the northwesterly side of a ten-foot alley, thence with said side of said alley, North 37 degrees 37 minutes East 40.1 feet, more or less, to the dividing line of said Lots 40 and 39, thence with said dividing line, North 55 degrees 48 minutes West 80.45 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Ross Eugene May and wife, by deed dated January 1950, and 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 Mortgagees, the aforesaid One Thousand Seven Hundred Forty-Dollars (\$1,740.00), 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 Mortgagees or George R. 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 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 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 One Thousand Seven Hundred Forty (\$1,740.00) 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 hands and seals of said Mortgagors.

Attest: Betty June Beachy,  
as to both

William F. Taylor (SEAL)  
Dorothy R. Taylor (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5th day of April, in the year 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William F. Taylor and Dorothy R. Taylor, 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 Joseph F. Taylor and Pearl M. Taylor, 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) Betty June Beachy, Notary Public.

\*\*\*\*\*

Mortgage.

Alonzo B. Slider, et ux.

Filed and Recorded April 6<sup>th</sup> 1950 at 11:15 A. M.

To

(Stamps \$1.10).

Liberty Trust Company, Cumberland, Md.

THIS MORTGAGE, Made this 5th day of April, in the year nineteen hundred and fifty, by and between Alonzo B. Slider and Viola V. Slider, 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 Alonzo B. Slider and Viola V. Slider, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand (\$1,000.00)

Compared and Mailed Entered - E.A.M.  
T.M. City  
April 10 1950

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 June 30, 1950.

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 Alonzo B. Slider and Viola V. Slider, 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 parcel of land situated on or near the Williams Road, in Election District No. 22 in Allegany County, State of Maryland, which is particularly described as follows, to-wit:

Beginning at a point which is also the beginning of parcel of land which was conveyed by George O. Wilson et ux. to Louis Weber, by deed dated July 3, 1943, and recorded among the Land Records of Allegany County, in Liber 196, Folio 545, and running thence North 47-1/2 degrees East 501 feet, North 43-1/2 degrees West 267 feet, North 30 degrees East 526 feet, North 17-1/2 degrees West 428 feet, North 33-1/2 degrees East 414 feet, North 14 degrees West 495 feet, North 40 degrees West 630 feet, North 54 degrees West 497 feet, South 51 degrees West 144 feet, South 38 degrees West 127 feet, South 35 degrees West 360 feet, South 31-1/2 degrees West 110 feet, South 23-1/2 degrees West 82 feet, South 32 degrees West 161 feet, South 49 degrees West 119 feet, South 21 degrees West 119 feet, South 8 degrees West 122 feet, South 4 degrees East 304 feet, South 3-1/2 degrees West 119 feet, South 17 degrees West 103 feet, South 37 degrees West 190 feet, South 45 degrees East 660 feet, South 78 degrees East 198 feet, South 22 degrees West 165 feet, South 82 degrees West 454 feet, South 24 degrees West 468 feet, South 62 degrees East 136.5 feet, South 86-1/2 degrees East 66 feet, North 77 degrees East 218-2/10 feet, North 41-1/2 degrees East 176-3/10 feet, North 52 degrees East 77.5 feet, North 64-1/2 degrees East 100 feet, North 72-3/4 degrees East 221-4/10 feet, North 7-1/2 degrees East 277-5/10 feet, South 75-3/4 degrees East 77-6/10 feet, South 18 degrees East 155-5/10 feet, South 3/4 degree West 250 feet, South 9-3/4 degrees West 153 feet, South 75 degrees East 192-4/10 feet to the place of beginning, containing 77.112 acres of land.

It being the same property which was conveyed unto the said Mortgagors by George O. Wilson, et ux., by deed dated July 27, 1944, and recorded in Liber 201, Folio 5, of the Land Records of Allegany County.

Also, all that tract or parcel of ground situated near the northerly side of the Williams Road, about four miles easterly of the City of Cumberland, in Allegany County, Maryland, and particularly described as follows, to-wit:

Beginning for the same at a bounded locust tree bearing nine notches standing at the end of 30 perches on the ninth line of the tract conveyed by the heirs of Harriet L. Hamilton to Ephriam Stafford and wife, by deed dated March 1, 1919, and recorded in Liber No. 127, Folio 218, of the Land Records of Allegany County, it being also at the end of a reference line

drawn South 37-1/2 degrees West 17-1/4 perches from the northwest corner of the dwelling house thereon, and running thence North 9-1/2 degrees East 16 perches to a planted stone, North 47-1/4 degrees West 20-1/2 perches to a planted stone at the end of 1-4/25 perches on the first line of the whole tract, North 50-5/6 degrees East 12-22/25 perches, South 45 degrees East 40 perches to a point formerly marked by a bounded hickory, then South 78 degrees East 12 perches to a bounded chestnut oak, South 22 degrees West 10 perches, North 82 degrees West 30 perches to the place of beginning, containing 4-1/2 acres, more or less.

It being the same property which was conveyed unto the said Mortgagors by Roy C. Robertson, et ux., by deed dated November 6, 1943, and recorded in Liber 197, Folio 710, of said Land Records.

Excepting, however, from the above parcels of land, all that part or parcel thereof, which was conveyed by the said Alonzo B. Slider et ux. to Harry W. Miller, by deed dated November 29, 1948, and recorded in Liber 223, Folio 306, of 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 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

Alonzo B. Slider (SEAL)

Viola V. Slider (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 5th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Alonzo B. Slider and Viola V. Slider, 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)

Thomas J. McNamee, Notary Public.

\*\*\*\*\*

Sylvia Schwab, et al.

Mortgage.

To Liberty Trust Company, Cumberland, Md.

Filed and Recorded April 6<sup>th</sup> 1950 at 3:45 P. M.

(Stamps \$27.50).

THIS MORTGAGE, made this 6th day of April, in the year nineteen hundred and fifty, by and between Sylvia Schwab, widow, Leonard Schwab, unmarried, and Richard Schwab, 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 Sylvia Schwab, widow, Leonard Schwab, unmarried, and Richard Schwab, unmarried, stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-Five Thousand (\$25,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of four and one-half 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 June 30, 1950.

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 Sylvia Schwab, widow, Leonard Schwab, unmarried, and Richard Schwab, 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 those lots, pieces or parcels of ground lying and being in Cumberland, Allegany County, Maryland, and known as Lots 33 to 37, inclusive, on a plat of Bruce and Litsenburg's Northeastern Addition, which plat is recorded in Deeds Liber 119, Folio 731, among the Land Records of Allegany County, Maryland, and which lots are more particularly described as one parcel, to-wit:

Beginning for the same at the intersection of the westerly side of Frederick Street and the northerly side of Lowell Avenue and running thence with said side of said Frederick Street, North 37 degrees 36 minutes East 145 feet; thence North 48 degrees 28 minutes West 95 feet to the easterly side of a 10-foot alley; thence with said side of said alley, South 37 degrees 36 minutes West 145 feet to the northerly side of Lowell Avenue; thence with said side of said Avenue, South 48 degrees 28 minutes East 95 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Clarence Litsenburg, et ux., by deed dated March 2, 1950, and recorded in Liber 228, Folio 173, 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 Twenty-Five 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

Completed and Mailed Delivered  
To Notary City  
April 12 1950

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 <sup>personal</sup>/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 Twenty-Five Thousand (\$25,000.00) 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. Kesch

Sylvia Schwab (SEAL)

Leonard C. Schwab (SEAL)

Richard Schwab (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 6th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Sylvia Schwab, widow, Leonard Schwab, unmarried and Richard Schwab, unmarried, 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.

\*\*\*\*\*

Chattel Mortgage.

Charles A. Hotchkiss

Filed and Recorded April 5<sup>th</sup> 1950 at 8:30 A. M.

To

First National Bank, Piedmont, W. Va.

KNOW ALL MEN BY THESE PRESENTS That I, Charles A. Hotchkiss, of Westernport, Allegany County, State of Maryland, do hereby mortgage and convey unto The First National Bank of Piedmont, Piedmont, West Virginia, a corporation, the following described personal property, to-wit:

One Chev. Sedan automobile, Model 1941, Engine No. AC-49913, Serial No. 14AH01-24853, together with all equipment of any kind, now or hereafter during the life of this mortgage attached to the said automobile.

To secure the payment of a certain negotiable, promissory note, of even date herewith, for the sum of \$371.00, payable on demand to the order of the said The First National Bank of Piedmont, Piedmont, West Virginia, at its Banking House in Piedmont, West Virginia.

Now if the said Mortgagor shall well and truly pay the said sum of \$371.00, with the interest thereon, when and as the same becomes due and payable, and payment thereof is demanded, according to the tenor and effect of said promissory note, then this obligation shall be void, otherwise to remain in full force and effect.

And it is agreed between the parties hereto, that the Mortgagor shall retain possession and have the use of the said automobile, but that the said Mortgagee shall at all times have the right of access to the said automobile and shall be permitted to examine the same

Original and Mailed Delivered 2/10/50  
Mortgagee - The First National Bank of Piedmont  
April 5, 1950

and if the said note is not paid when due and payable, and payment thereof is demanded, the said Mortgagee may take possession of the said automobile without any process of law and shall have the right to sell the same at public sale, duly advertised for three successive weeks in a newspaper published in the said County and from the proceeds of the said sale to reimburse itself in the amount of the said note, then due and unpaid, with all interest due thereon and such reasonable costs that shall be attendant upon the said sale; and any further sums that shall be realized from the said sale over and above the amounts above specified shall be forthwith paid to the said mortgagor.

And the said mortgagor hereby covenants and agrees not to permanently remove the said automobile from the place where it is now commonly kept without the written consent of the mortgagee and not to sell, assign or hire the same during the life of this mortgage without the written consent of the mortgagee and to use the same reasonably and well, to keep it in good repair, and insured in some reliable company for at least the amount of the said promissory note secured hereby.

WITNESS the hand and seal of the said Mortgagor this 4th day of April, 1950.

Attest J. D. Thomas

Charles A. Hotchkiss (SEAL)

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4th day of April, 1950, before me, the subscriber, a Notary Public of the State of West Virginia, in and for the said County of Mineral, personally appeared Charles A. Hotchkiss and did acknowledge the foregoing mortgage to be his act and deed; and at the same time before me also appeared J. D. Thomas, vice pres. of The First National Bank of Piedmont, Piedmont, West Virginia, 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.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my Notarial Seal the day and year in this certificate written.

Attest:

Tracy W. Whitworth, Notary Public.

(Notarial Seal)  
My Commission Expires January 8, 1958.

Leo George LaNeve

Chattel Mortgage.

To

Filed and Recorded April 5" 1950 at 8:30 A. M.

First National Bank, Cumberland, Md.

THIS CHATTEL MORTGAGE, made this 4th day of April, 1950, by and between Leo George La Neve, 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, herein-

after called the Mortgagee, WITNESSETH:

WHEREAS, the mortgagor is justly indebted to the mortgagee in the full sum of One Thousand Ninety & No/100 dollars (\$1090.00), which is payable in 18 monthly installments of Sixty and 56/100 dollars (\$60.56) payable on the 4th 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:

1949 Pontiac 4-Door Sedan - Chieftain - Engine No. P-6-RS - 10075.

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 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 full coverage, dollars (\$--), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to

Mortgage City April 12, 1950

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: Leo George LaNeve (SEAL)  
T. V. Fier.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 4th day of --- 19--, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Leo George LaNeve, 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 T. V. Fier, 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 chattel mortgage is true and bona fide as therein set forth; and the said T. V. Fier, in like manner, made oath that he is the Asst. cashier of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal) A. A. Helmick, Notary Public.  
My Commission Expires May 7, 1951.

#####

Albert W. Custer, et ux. Chattel Mortgage.  
To Filed and Recorded April 5" 1950 at 8:30 A. M.  
Frostburg National Bank.

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 4th day of April, 1950, by and between Albert W. Custer and Dorothy F. Custer, his wife, 166 Spring Street, 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 Eight Hundred Seventy-Four and 44/100 dollars (\$874.44), which is payable with interest at the rate of six per cent (6%) per annum in 24 monthly installments of thirty-six and 44/100 dollars (\$36.44) payable on the 4th 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 166 Spring Street, Frostburg, Allegany County, Maryland:

1950 Ford Custom DeLuxe 4D Sedan - Motor #BOCS125572.

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 Eight Hundred and no/100 dollars (\$800.00), 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 parties of the first part.

Attest as to all: Albert W. Custer (SEAL)  
Dorothy F. Custer (SEAL)  
David R. Willetts.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 4th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Albert W. Custer and Dorothy F. Custer, his wife, the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be their 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