

CLERK OF THE CIRCUIT COURT  
ALLEGANY COUNTY  
STATE OF MARYLAND

**LAND RECORDS**  
(CHATTEL & MORTGAGE RECORDS)

**HALL OF RECORDS COMMISSION**  
STATE OF MARYLAND

STATE OF MARYLAND  
HALL OF RECORDS

MORRIS L. RADOFF  
ARCHIVIST

ANNAPOLIS

I hereby certify that the Land Records microfilmed 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, Act of 1949, which requires the Clerks to file with the Land Office microfilmed copies of the Land Records in lieu of the abstracts which were previously required.

These microfilms are being produced by the Hall of Records Commission.

Joseph E. Boden  
Clerk of Circuit Court

For Allegany County

Date December 10, 1952.

J. E. B.

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FILED AND RECORDED DECEMBER 3<sup>rd</sup> 1953 at 1:10 P.M.

**This Mortgage.** Made this 2ND day of DECEMBER in the year Nineteen Hundred and fifty-three by and between

Bruce N. Emmart and Jennie C. Emmart, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

## WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Six Thousand Seven Hundred 00/100 - - (\$6700.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-four 80/100 - - (\$54.80) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the Easterly side of Green Street in the City of Frostburg, Allegany County, Maryland (which said parcel a plat of which is recorded in Plat Case Box No. 154 among the Land Records of Allegany County, Maryland,) which is more particularly described as follows to-wit:

BEGINNING for the herein conveyed parcel at the beginning point of a parcel of land, a part of said whole tract, which was conveyed from Harry J. Pearson et ux, to James W. Clark by deed dated March 14, 1947, which is recorded in Liber 214, folio 53, Allegany County Land Records and which beginning point stands on the easterly bounds of Green Street at the end of 197.84 feet on the first line of the whole tract as described in a prior deed from Thomas G. McCulloh, Executor, to Thomas T. Williams dated July 22, 1874, and which is recorded in Liber 43, folio 15; Allegany County Land Records and also situated North 29 degrees East 114.84 feet from the beginning point of the Henry Fisher reservation as described in the aforementioned Pearson deed; then from said beginning point at a right angle to the said bounds of Green Street, and reversing the fourth line of the said Clark parcel, South 61 degrees East 150 feet to the westerly bounds of a 25 foot alley which leads off the said whole tract and also to the end of the third line of the said Clark parcel; then with the said bounds of said alley, South 29 degrees West 59.84 feet to the northwesterly corner of a parcel conveyed from Harry J. Pearson et ux, to Lowry N. Moser by deed dated September 14, 1943, and which is recorded in Liber 197, folio 353 Allegany County Land Records; then with the northerly bounds of the said Moser parcel to the northwesterly corner of the said Moser parcel, North 61 degrees West 150 feet; then with the said easterly bounds of Green Street and a part of the first line of the said whole tract, North 29 degrees East 59.84 feet to the point of beginning. Courses are referred to the magnetic meridian of 1874 and distances are computed to the horizontal.

The party of the second part shall have the right of taggag, for domestic service of the sewer line which presently crosses the rear of the herein conveyed parcel; and the right is reserved to Harry J. Pearson et ux, and others, whom this sewer line may serve, presently or in the future, of ingress, egress and regress over and in the herein conveyed parcel for the purpose of maintenance, repair or renewal of said sewer line.

BEING the same property which was conveyed unto the parties of the first part by deed of Harry J. Pearson et ux, dated February 10, 1948, which is recorded in Liber 219, folio 688 one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage 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 above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, 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, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Seven Hundred 00/100 - (\$6700.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its 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 proceeds thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

*Bruce N. Emmart*

*Bruce N. Emmart* [SEAL]  
Bruce N. Emmart  
*Jennie C. Emmart* [SEAL]  
Jennie C. Emmart

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 2ND day of DECEMBER

in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Bruce N. Emmart and Jennie C. Emmart, 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 George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



my hand and Notarial Seal the day and year aforesaid.

*George W. Legge*  
Notary Public.

FILED AND RECORDED DECEMBER 4<sup>th</sup> 1953 at 11:00 A.M.**This Mortgage**, Made this 3rd. day of December in the year

Nineteen Hundred and Fifty-three by and between

JAMES McATEER, unmarried,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

## WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of Seventy-Six Hundred ----- 00/00 Dollars (\$ 7,600.00 ) with interest at the rate of six per centum ( 6 % ) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Seventy-four ----- 17/00

Dollars,

( \$ 74.17 ) commencing on the 10th. day of January, 1954, 1954 and on the 10th. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 3rd. day of December, 1965, EXX. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part -----

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the South side of Blair Street in the Town of Frostburg, Maryland, and distinguished as parts of Lots Numbers 156, 157, and 158 in McCulloch's Addition to Frostburg as set forth and described in a deed from Clayton Farnall et al. to James McAteer, dated October 22, 1891 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 70, folio 636 and part of the property conveyed to James McAteer by Elizabeth Jones et vir, by deed dated February 21, 1899 and recorded in Liber No. 84, folio 641 among said Land Records and described as follows:

Beginning for the part hereby conveyed at the intersection formed by the South-erly side of Blair Street with the Easterly side of Grant Street, and running with the Southerly side of Blair Street in a Southeasterly direction to the Easterly side of a 15 foot alley, and with the Easterly side of said alley, and the continuation of the line thereof, in a Southwesterly direction, to the line of the right of way of the Cumberland and Westernport Electric Railway, as set forth in the deed therefor dated August 11, 1906 and recorded in Liber No. 97, folio 560 among said

Land Records and running thence with the line of said right of way in a Northwesterly direction to Grant Street and with said Grant Street in a Northeasterly direction to the point of beginning.

Being part of the property conveyed by deed from William A. Gunter, Trustee, to Alice McAteer, James McAteer and Emmitt McAteer, dated September 5, 1918 and recorded in Liber No. 129, folio 199 among said Land Records under which James McAteer acquired a one-third interest in said property, the one third interest of Anna May McGann, Margaret McAteer and Sarah Manley being conveyed under this deed and the remaining one-third interest in said property which was conveyed by Emmitt McAteer to Henry Edward McAteer by deed dated June 25, 1926 and recorded in Liber No. 155, folio 601 among said Land Records.

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

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

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

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

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

AND the said mortgagor, further covenants with the mortgagee as follows:

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

SEVEN THOUSAND SIX HUNDRED AND NO/100 ----- (\$ 7,600.00 ) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

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

WITNESS the hand and seal of said mortgagor.

ATTEST:

*Ralph M. Pace*  
Ralph M. Pace

*James P. McAtter*  
James McAtter (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 3rd. day of December in the year Nineteen Hundred and Fifty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

----- JAMES McATTER, unmarried, -----

and ----- acknowledged the foregoing mortgage to be his ----- act; and at the same time, before me also personally appeared William B. Yates, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

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



*Ralph M. Pace*  
Ralph M. Pace, Notary Public

FILED AND RECORDED December 5<sup>th</sup> 1953 at 10:55 A.M.

# This Mortgage, Made this 5<sup>th</sup> day of December,

in the year nineteen hundred and fifty-three by and between

FREDERICK L. STEIN and EVELYN E. STEIN, his wife,

of Allegany County and the State of Maryland, parties of the first part and the **Western Maryland Building and Loan Association, Incorporated,** a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

- - - - Fifteen Hundred - - - - - (\$1500.00 - - - - Dollars, on - Fifteen - - - - Shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1989 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in Braddocks Farms Addition in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

ALL that lot or parcel of ground situated near LaVale, Cumberland, Allegany County, Maryland, it being part of Lot No. 32, on the Plat of the Braddock Farms Addition recorded in Plat Case No. 31, one of the Land Records of Allegany County and more particularly described as follows, to wit:

BEGINNING for the same at an iron stake standing on the southeast side of Maryland Street, said stake also stands on the northwest line of Lot No. 32 and 75 feet from the north corner of Lot No. 31, of the aforementioned Braddock Farms, and running thence with Maryland Street (magnetic bearings as of June 18, 1937, and with horizontal measurements) North 40 degrees 42 minutes East 75 feet to an iron stake; thence South 72 degrees 10 minutes East 109.2 feet to a wooden stake; thence South 29 degrees 45 minutes West 67-1/2 feet to a wooden stake; thence North 73 degrees 31 minutes West 122-3/4 feet to the beginning.

IT being the same property which was conveyed by Paul L. Evans et ux to Frederick L. Stein et ux by deed dated April 30, 1953, and recorded in Deeds Liber 249, folio 400 among the Land Records of Allegany County, Maryland.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make, or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of - - Fifteen Hundred - - - - - Dollars with 6% per cent interest thereon, payable in 120 monthly payments of not less than \$15.00 each, on or before the 15th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 15th day of December, 1953, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 15th day of June, 1962.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

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

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Caracaden its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the parties of the first part as their interest may appear.

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

Test: Frederick L. Stein (SEAL)  
Evelyn E. Stein (SEAL)  
FREDERICK L. STEIN  
EVELYN E. STEIN

State of Maryland,  
Allegany County, to wit:

I hereby certify that, on this 5th day of December, 1953 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Frederick L. Stein and Evelyn E. Stein, his wife, and they acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth; and the said Clement C. May did further in like manner, make oath that he is the Secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this 5th day of December, 1953.



Patty Ann Davis  
Notary Public

FILED AND RECORDED DECEMBER 5<sup>th</sup> 1953 at 9:00 A.M.

VA Form 1-628 (Home Loan)  
April 1952 - Use optional  
for Maryland's Standardized and  
on U. S. G. A. 64 (a). Ac-  
cording to RPO Mortgage Co.

MARYLAND

MORTGAGE

THIS MORTGAGE, made this 4<sup>th</sup> day of December, A. D. 1953, by

Harry B. Twigg and Phyllis M. Twigg, his wife,

of Allegany County, in the State of Maryland, hereinafter called the Mortgagor, and  
The Liberty Trust Company, a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Ninety-Six Hundred Dollars (\$ 9600.00 ), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and One-Half per centum ( 4 1/2 %) per annum until paid, principal and interest being payable at the office of The Liberty Trust Company, in Cumberland, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Seventy-Three and 44/100 Dollars (\$ 73.44 ), commencing on the first day of February, 1954, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 1959. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.  
AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Allegany County, in the State of Maryland, to wit:

All that parcel of land situated about ten miles East of the City of Cumberland, in Election District No. 16, Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING for the same at a 5" Hickory Tree standing North 21 degrees 03 minutes West 61.00 feet from the Northeast corner of Store as now located on the property hereby conveyed and running thence (Magnetic bearings of the year of 1953 and horizontal distances being used throughout), South 80 degrees 04 minutes East 88.50 feet to a stake; thence crossing State Highway, South 0 degrees 06 minutes East 161.50 feet to a stake standing on the South side of said Highway; thence South 46 degrees 13 minutes West 131.50 feet to a fence post; thence again crossing Highway, North 29 degrees 12 minutes West 201.00 feet to a stake; thence North 49 degrees 01 minutes East 140.50 feet to the place of beginning. Containing 0.86 acres (less approximately 0.10 acres reserved for State Road Right-of-Way) more or less.

EXCEPTING, HOWEVER, from the operation of this deed any and all Right-of-Way and Easement Rights on Route 51 now held by the State Roads Commission of the State of Maryland.

It being the same property which was conveyed unto the said Mortgagors by Albert P. Wolfe and wife, by deed dated the 4<sup>th</sup> day of December, 1953, and to be duly filed for record among the Land Records of Allegany County.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

\* Delete Unchecked words if Mortgagee is not a building and loan association.



The indebtedness as evidenced by this Mortgage is further secured by a Chattel Mortgage bearing even date herewith by and between the same parties hereto, which Chattel Mortgage is for the amount of Twenty-Five Hundred (\$2500.00) Dollars, and covers certain fixtures and merchandise as therein stated. It being understood, however, that the total obligation as evidenced by this Mortgage and the Chattel Mortgage is Ninety-Six Hundred (\$9600.00) Dollars, together with the interest thereon at the rate stated herein.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described.

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, Forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (i) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
- (ii) interest on the indebtedness secured hereby; and
- (iii) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest secured and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advances evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagor, who may make proof of loss if not made promptly by Mortgagee, and such insurance company concerned in hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either in the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other

transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for Sixty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or George R. Hughes, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Witness the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

James M. Sorley  
James M. Sorley

Harry B. Twigg  
Phyllis M. Twigg  
Phyllis M. Twigg

STATE OF MARYLAND, ALLEGANY COUNTY

to wit:

I HEREBY CERTIFY, That on this 4<sup>th</sup> day of December, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Harry B. Twigg and Phyllis M. Twigg, his wife, -- the above named Mortgagors, and each acknowledged the foregoing mortgage to be their respective -- act.

At the same time also personally appeared Charles A. Piper, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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



James M. Sorley  
Notary Public.

FILED AND RECORDED DECEMBER 7<sup>th</sup> 1953 at 3:15 P.M.  
THIS MORTGAGE, Made this 7<sup>th</sup> day of November, 1953,

by and between The Clary Club, Inc., a Maryland corporation, of Allegany County, Maryland of the first part, hereinafter sometimes called the Mortgagor, and The Liberty Trust Company, a corporation, duly incorporated under the laws of Maryland, agents for Edna Isabelle Hetzel and Ellen Hetzel Fable, surviving Trustees under the Will of Carl C. Hetzel, deceased, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagor stands indebted unto the Mortgagee in the full and just sum of Fifteen Thousand Five Hundred (\$15,500.00) Dollars, as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Five per centum (5%) per annum said interest being payable in quarterly installments 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 on said note to be payable on the 31st day of December, 1953.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said The Clary Club, Inc. does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Agent for Edna Isabelle Hetzel and Ellen Hetzel Fable, surviving Trustees under the Will of Carl C. Hetzel, deceased, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated in front of the Clary Club property and lying between the old U. S. Route 40 and the new U. S. Route 40 and the Vale Summit Road, which said lot or parcel of ground embraces .85 acres of ground, more or less, and is more particularly described by courses and distances as follows, to-wit:

BEGINNING for the same at a concrete post standing on the North side of the old Route No. 40 leading from Frostburg to Cumberland from which said concrete post the Southeast corner of the wall of the Clary Club lies South 41 degrees 30 minutes East 104.5 feet and the Northwest corner of the Claryville Inn lies South 61 degrees 47 minutes West 101.3 feet; thence running from said concrete post and with the North right of way limits of the aforesaid old Route 40, South 71 degrees 14 minutes East 180.8 feet to the Southwest corner of a garage on the Mrs. Nettie Loar

lot; and thence running with the Western line of the said Loar lot, North 8 degrees 15 minutes East 201.6 feet to a peg standing on the Southern right of way of the new Route 40 running from Cumberland to Frostburg and 36 feet from the center line thereof, also 22.5 feet from a concrete post marking said right of way; thence running with said right of way, North 64 degrees 56 minutes West 63.85 feet to a concrete post standing at the intersection of new Route 40 and the new road to Vale Summit; thence running with said new road and 30 feet from the center line thereof, North 89 degrees 21 minutes West 68.0 feet to a peg; thence South 44 degrees 53 minutes West 47.7 feet to a peg; thence South 43 degrees 37 minutes West 117.9 feet to a peg; thence South 4 degrees 33 minutes West 30.95 feet to a peg standing on the Northern right of way limits of old Route 40 and running with said Route 40, South 61 degrees 36 minutes East 48.5 feet to the place of beginning.

It being the same property which was conveyed unto the said The Clary Club, Inc. by Sophia Engle, widow, by Quit-Claim Deed dated March 12, 1951, and recorded in Liber No. 234, folio 14, of the Land Records of Allegany County, and by a Confirmatory Deed from Irvin W. Engle, et al, dated the 25th day of March, 1953, and recorded among the Land Records of Allegany County.

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

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple 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 sum of Fifteen Thousand Five Hundred (\$15,500.00) Dollars, together with the interest thereon when and as the same becomes 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.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagors 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 secure, 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 the Mortgage, then the entire Mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagor shall have sixty days after the receipt of said notice, to make

tender of said debt, 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 then matured or not; and as to the balance, to pay it over to the said Mortgagors, their 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 in some insurance company or companies acceptable to the

Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Fifteen Thousand Five Hundred (\$15,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

IN WITNESS WHEREOF, The Clary Club, Inc. has caused this Mortgage to be signed by its President, with its Corporate Seal hereunto affixed, all duly attested by its Secretary on the day and year above written.



ATTEST:  
Secretary

THE CLARY CLUB, INC.  
By *Joseph S. Lyons*  
President

STATE OF MARYLAND  
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this ~~7th~~ day of November, 1953, before me, the subscriber, a Notary Public of the State of Maryland, and County aforesaid, personally appeared Joseph S. Lyons, President of The Clary Club, Inc., a corporation, and on behalf of said corporation, acknowledged the foregoing Mortgage to be the act and deed of said corporation; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, 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.



*George A. Piper*  
Notary Public

FILED AND RECORDED DECEMBER 7<sup>th</sup> 1953 at 9:40 A.M.

**This Mortgage**, Made this 4<sup>th</sup> day of December

in the year Nineteen Hundred and Fifty-three, by and between

GEORGE J. WINNER and ELAINE B. WINNER, his wife

of Allegany County, in the State of Maryland

part 1st of the first part, and

ANNIE F. WEITZELL

of Allegany County, in the State of Maryland

part 2d of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of One Thousand (\$1,000.00) Dollars, which said sum is to be paid by said parties of the first part to the party of the second part in payments of at least Twenty (\$20.00) Dollars every six months from the date hereof, together with interest thereon at the rate of five percent (5%) per annum, which said interest is to be paid at the same time as the unpaid balance.

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

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

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

ALL that lot or parcel of ground situate in Election District No. 26, near the Town of Frostburg, Allegany County, Maryland, and particularly described as follows:

BEGINNING for the same at a stake standing on the East side of a road leading to the Winner Farm, said stake being North 16 degrees 36 minutes West 107.56 feet from a copper plug in a stone located on the West side of said road and being also North 59 degrees

23 minutes West 87.50 feet from the most westerly corner of the stone house owned by Albert Raymond Winner, and running thence with the East side of aforementioned road North 34 degrees 52 minutes West 74.83 feet to a stake; thence leaving said road North 52 degrees 22 minutes East 313 feet to a stake standing on a fence line; thence with said fence line South 53 degrees 53 minutes East 15.50 feet to a stake; thence South 37 degrees 53 minutes East 61.50 feet to a stake; thence leaving said fence line South 52 degrees 22 minutes West 322 feet to the place of beginning.

IT BEING the same property which was conveyed to George J. Winner by deed of Albert Raymond Winner, dated December 27, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 223, folio 574.

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, her executor, administrator or assigns, the aforesaid sum of

One Thousand (\$1,000.00) Dollars

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

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

parties of the first part

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

hereby covenant to pay when legally demandable.

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

and these presents are hereby declared to be made in trust, and the said party of the

second part, her

heirs, executors, administrators and assigns, or Noel Spair Cook his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty

days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and

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

And the said parties of the first part

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

----- One Thousand (\$1,000.00) ----- Dollars,

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

Witness, the hand and seal of said mortgagors.



*George J. Winner* [SEAL]  
George J. Winner [SEAL]

*Elaine B. Winner* [SEAL]  
Elaine B. Winner [SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 4th day of December in the year Nineteen Hundred and Fifty-three, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared GEORGE J. WINNER and ELAINE B. WINNER, his wife,

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

ANNIE F. WEITZELL

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.

*Carl Stamm*  
Notary Public



FILED AND RECORDED DECEMBER 7<sup>th</sup> 1953 at 10:20 A.M.

**This Mortgage**, Made this \_\_\_\_\_ day of December in the year Nineteen Hundred and Fifty-three, by and between Carl Bierman Jr. and Mildred Juanita Bierman, his wife

of Allegany County, in the State of Maryland parties of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said Carl Bierman Jr. and Mildred Juanita Bierman, his wife

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just and full sum of Six Thousand and no/100 Dollars (\$6000.00), to be paid with interest at the rate of Six per cent (6%) per annum, to be computed monthly on unpaid balances, in payments of at least Thirty and no/100 Dollars (\$30.00) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accrued thereon, is paid in full, to secure which said principal, together with the interest accruing thereon, these presents are made.

And Whereas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1959 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, the said Carl Bierman Jr. and Mildred Juanita Bierman, his wife

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit: All that tract or parcel of land situated in Allegany County, Maryland and being a part of Part No. 1 of Lot No. 2 allotted to Carl Bierman by the Return of the Commissioners filed in No. 9616 Equity in the Circuit Court for Allegany County, Maryland and more particularly described as follows:

BEGINNING FOR THE SAME on the southerly side of the County Road at the end of the first line of a deed from Carl Bierman and Sarah Bierman, his wife, to Richard M. Johns and Carrie E. Johns, his wife, dated September 12, 1945 and recorded in Liber 306, folio 467, among the Land Records of Allegany County, Maryland and running thence with the Southerly side of said County Road and with a part of the 5th line of Part No. 1 of Lot No. 2 allotted to Carl Bierman by Return of the Commissioners filed in No. 9616 Equity, in the Circuit Court for Allegany County (1) South 66 degrees West 90 feet



then leaving said County Road and cutting across the whole part No. 1 of Lot No. 2 aforesaid, (2) South 24 degrees East 160 feet, more or less to a point at the end of approximately 180.8 feet on the second line of said Part No. 1 of Lot No. 2, and running thence (5) North 53 degrees 02 minutes East 86.5 feet to the end thereof, thence with part of the third line of said Part No. 1 of Lot No. 2 (4) North 67 degrees 02 minutes East 3.5 feet to the end of the second line of the deed from Carl Bierman, et ux., to Richard M. Johns, et ux., dated September 12, 1945 and recorded as aforesaid, and reversing said second line (5) North 24 degrees West 132.5 feet more or less to the place of beginning.

It being the same property which was conveyed to Carl Bierman, Jr. and Mildred Juanita Bierman, his wife by Carl P. J. Bierman and Sarah C. Bierman, his wife by Confirmatory Deed dated the 18th day of June 1952 and recorded in Liber folio one of the Land Records of Allegany County, Maryland.

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

Provided, that if the said Carl Bierman Jr. and Mildred Juanita Bierman, his wife, heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Six Thousand and no/100 Dollars (\$6000.00) together with 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 Carl Bierman Jr. and Mildred Juanita Bierman, his wife may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Carl Bierman Jr. and Mildred Juanita Bierman, his wife hereby covenant to pay when legally demandable.

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

F. Brocke Whiting

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

And the said Carl Bierman Jr. and Mildred Juanita Bierman, his wife further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Six Thousand and no/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest:

Ethel McCarty  
Ethel McCarty

Carl Bierman Jr. (SEAL)  
Carl Bierman Jr.  
Mildred Juanita Bierman  
Mildred Juanita Bierman

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this \_\_\_\_\_ day of December

in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Carl Bierman Jr. and Mildred Juanita Bierman, his wife

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Marous A. Naughton Vice President an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland.

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

further made oath in due form of law that he is President and agent, of the CUMBERLAND SAVINGS BANK of Cumberland, Maryland and duly authorized to make this affidavit.



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

Ethel McCarty  
Ethel McCarty  
Notary Public.

FILED AND RECORDED DECEMBER 7<sup>th</sup> 1953 at 2:35 P.M.

This Mortgage, Made this 7<sup>th</sup> day of December in the year Nineteen Hundred and Fifty-three, by and between

CLARENCE L. JENKINS and ADA B. JENKINS, his wife

of Allegany County, in the State of Maryland

part 1st of the first part, and



THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States,

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

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Thirteen Hundred and Fifty and no/100 (\$1,350.00) Dollars, this day loaned the parties of the first part, which principal sum with interest at 5% per annum is to be repaid by the parties of the first part to the party of the second part in payments of not less than Fifty Dollars (\$50.00) per month, said payments to be applied first to interest and the balance to principal; the first of said monthly payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

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

parties of the first part

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

party of the second part, its successors or

~~assigns~~ assigns, the following property, to-wit:

ALL that lot or parcel of ground in the City of Cumberland, Allegany County, Maryland, known as Lot No. 22 in the Cumberland Improvement Company's Eastern Addition to said City, and more particularly described as follows:

BEGINNING at the intersection of the East side of Marion Street with the south side of Reynolds Street, and also at the end of

40 feet on a line drawn South 1 degree 6 minutes West from the end of the first line of Lot No. 21 of said Addition, and running thence with the East side of Marion Street, South 1 degree 6 minutes West 40 feet; thence South 88 degrees 54 minutes East 120 feet to a 14-foot alley; thence with the West side of said alley, North 1 degree 6 minutes East 40 feet to Reynolds Street; thence with the South side of Reynolds Street, North 88 degrees 54 minutes West 120 feet to the place of beginning.

BEING the same property which was conveyed to the parties of the first part by C. Edward Jenkins, et ux., by deed dated the 29th day of March, 1945, and recorded among the Land Records of Allegany County in Liber No. 203, folio 336.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances therunto 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~~ or assigns, the aforesaid sum of

Thirteen Hundred, Fifty and no/100 (\$1,350.00) Dollars

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

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

parties of the first part

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

parties of the first part

hereby covenant to pay when legally demandable.

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

and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

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

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

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least ~~-----~~ Thirteen Hundred, Fifty and no/100 (\$1,350.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~or assigns~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Angela M. McClure  
Angela M. McClure

Clarence L. Jenkins (SEAL)  
Ada B. Jenkins (SEAL)  
Ada B. Jenkins (SEAL)

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 7<sup>th</sup> day of December  
in the year nineteen Hundred and Fifty-Three, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for said County, personally appeared

CLARENCE L. JENKINS and ADA B. JENKINS, his wife,  
and each acknowledged the foregoing mortgage to be their respective  
act and deed; and at the same time before me also personally appeared

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

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



*John H. Mosner*  
Notary Public

FILED AND RECORDED DECEMBER 7<sup>th</sup> 1953 at 1:50 P.M.

PURCHASE MONEY

**This Mortgage**, Made this 3<sup>rd</sup> day of DECEMBER in the  
year Nineteen Hundred and fifty-three by and between

Wallace C. Kline and Grace M. Kline, his wife, and

Sarah A. Treseker and Edward G. Treseker, her husband,

of Allegany County, in the State of Maryland, parties of the first part, here-  
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body  
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-  
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of  
Four Thousand Six Hundred 00/100 - - - (\$4600.00) - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from  
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-SEVEN 59/100 - - - (\$37.59) - - - Dollars  
on or before the first day of each and every month from the date hereof, until the whole of said

principal sum and interest shall be paid, which interest shall be computed by the calendar month,  
and the said installment payment may be applied by the mortgagee in the following order: (1) to  
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges  
of every nature and description, ground rent, fire and tornado insurance premiums and other  
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-  
said 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 follow-  
ing described property, to-wit:

All that lot or parcel of ground situate, lying and being  
on the Southeasterly side of Bedford Street in the City of  
Cumberland, Maryland, which lot is described as follows, to-wit:

BEGINNING for the same at a stake standing at the intersection  
of the Southeasterly side of Bedford Street with the Northeasterly  
side of Victoria Street, said beginning point being also at the  
beginning of the deed from George F. Gephart and wife to Harry B.  
Simpson, dated June 4, 1915, and recorded in Liber No. 116, folio  
597, one of the Land Records of Allegany County, and running then  
with the Southeasterly side of said Bedford Street, North 35 degrees  
37 minutes East 27 feet to the end of two feet on the first line of  
the deed from George F. Gephart and wife to Harry B. Simpson, dated  
April 13, 1914, and recorded in Liber No. 114, folio 254, one of the  
Land Records of said County, and running then South 52 degrees 17  
minutes East 75 feet, then South 59 degrees 57 minutes East 60 feet to  
the Northwesterly side of Olive Alley and with it, South 41 degrees  
15 minutes West 20 feet to the end of the fourth line of  
the first deed above referred to, and also <sup>to</sup> the Northeasterly side of  
Victoria Street, and then with the fifth line of said deed first  
above mentioned, being also with the Northeasterly side of Victoria  
Street, North 58 degrees 47 minutes West 133.2 feet to the place of  
beginning.

BEING the same property which is described in the deed from  
Sarah A. Treseker and Edward G. Treseker, her husband, to Wallace  
C. Kline and Grace M. Kline, his wife, of even date, which is in-  
tended to be recorded among the Land Records of Allegany County,  
Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at  
the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the ag-  
gregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt  
exceed the original amount hereof provided, the full amount of any such advance is used for pay-  
ing the costs of any repairs, alterations or improvements to the mortgaged property as provided  
in Chapter 925 of the Laws of Maryland, passed at the January sessions in the year 1945 and any  
amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the  
payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or  
wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collat-  
eral for this indebtedness, and any sums of money so advanced shall be added to the unpaid bal-  
ance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the  
payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the  
Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this  
indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this  
indebtedness.



The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagors may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage 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 thereto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, 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, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Six Hundred 00/100 - - (\$4600.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforesaid covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest: as to signature and mark.

*George W. Legge* [SEAL]  
*Wallace C. Kline* [SEAL]  
*Grace M. Kline* [SEAL]  
 Sarah A. Tressler  
 by her mark [SEAL]  
 Sarah A. Tressler [SEAL]  
 Edward G. Tressler [SEAL]  
 Edward G. Tressler

State of Maryland,  
 Allegany County, to-wit:

I hereby certify, That on this 3rd day of DECEMBER

in the year nineteen Hundred and Fifty - three before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Sarah A. Tressler and Edward G. Tressler, her husband and Wallace C. Kline and Grace M. Kline, 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 George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



my hand and Notarial Seal the day and year aforesaid.

*George W. Legge*  
 Notary Public.

FILED AND RECORDED DECEMBER 7<sup>th</sup> 1953 at 1:50 P.M.  
PURCHASE MONEY

**This Mortgage**, Made this 2<sup>nd</sup> day of DECEMBER in the  
year Nineteen Hundred and fifty-three by and between  
Richard O. Valentine and Pauline A. Valentine,  
his wife,

of Allegany County, in the State of Maryland, part last of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

## WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand Five Hundred 00/100 -- -- (\$3500.00) -- -- Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Thirty-five 00/100 -- -- (\$35.00) -- -- Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advances.

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:

Parcel No. 1  
All that lot or parcel of ground situated in Allegany County, Maryland on the northeasterly side of a lane which leads north-westerly from the Bedford Road just beyond the Zion Lutheran Church which stands at the intersection of Mill Road and Bedford Road which said parcel is more particularly described as follows, to-wit:

BEGINNING for the same at a hub which lies North 46 degrees 15 minutes East 4 feet from the westerly corner of the lot deeded to F. A. Zembower and Elmira Zembower, his wife, and recorded in Liber 140, folio 205 one of the Land Records of Allegany County, Maryland, and running then North 46 degrees 15 minutes East 123.8 feet to a stone with a "X" at the northerly corner of the Zembower lot at the corner of a fence on C. Walter Frenz's northeasterly line, then North 49 degrees West along the fence on the northeasterly line of the C. Walter Frenz tract 75 feet to a stake, then South 46 degrees 15 minutes East 123.8 feet to a post, and then South 49 degrees East 75 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Mary Jane Peterson Betts and Earl T. Betts, her husband, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

## Parcel No. 2

All those lots, pieces or parcels of ground situated near the Valley Road about one-half mile northeasterly of the city of Cumberland, in Allegany County, Maryland, and being known as Lots 37 and 38 and parts of Lots 39 and 40 of Section C as shown on the amended plat No. 2 of Bowman's Cumberland Valley Addition, which plat is duly recorded in Liber 1, folio 28 among the Plat Records of Allegany County, Maryland, and which said property is more particularly described in one parcel as follows, to-wit:

BEGINNING for the same at a point on the westerly side of Ore Street at a stake standing at the end of a line drawn South 34 degrees 01 minute East 10 feet from a point where the division line between Lot 39 and Lot 40 intersects said Ore Street and running then with said side of said Ore Street South 34 degrees 10 minutes East 30 feet; then continuing with said Ore Street South 27 degrees East 90 feet to the northerly side of Hamilton Street; then with said side of said Hamilton Street South 69 degrees 40 minutes West 143 feet to the easterly side of a 15 foot alley; then with said side of said alley North 34 degrees 1 minute West 113.6 feet to the center of Lot No. 40; and then with a line crossing Lot 40 and Lot 39, North 66 degrees East 152 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Raymond Leroy Haines and Mary Catharina Haines, his wife, dated the 27th day of May, 1949 which is recorded in Liber 225, folio 263 among the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage 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, including water rights described in Liber 234, folio 419, Allegany County Land Records. To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, 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, representatives, heirs or assigns.

And the said mortgagors further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Five Hundred 00/100 -- -- -- -- Dollars

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

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

*Richard O. Valentine* [SEAL]  
Richard O. Valentine  
*Pauline A. Valentine* [SEAL]  
Pauline A. Valentine

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 24<sup>th</sup> day of DECEMBER

in the year nineteen Hundred and Fifty three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Richard O. Valentine and Pauline A. Valentine,  
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 George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



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

*George W. Legge*  
Notary Public

FILED AND RECORDED DECEMBER 3<sup>rd</sup> 1953 at 10:20 A.M.

THIS ASSIGNMENT OF MORTGAGE, Made this 24<sup>th</sup> day of November, 1953, by and between The Second National Bank of Cumberland, Maryland, Assignor, and Eleanor Thomas, of Frostburg, Maryland, Assignee, WITNESSETH:

WHEREAS, William A. Gunter, et ux., executed a certain mortgage to The Second National Bank of Cumberland, Maryland, dated December 1, 1950, in the sum of Twenty-five Thousand Dollars (\$25,000.00), on property situated on the Westerly side of Mechanic Street, in Cumberland, Allegany County, Maryland, said mortgage being recorded among the Mortgage Records of Allegany County, Maryland, in Liber No. 241, folio 362; said mortgage bears interest at 4% per annum, and provides for payments of Two Hundred and Seventy-five Dollars (\$275.00) per month, applicable first to interest and the balance to principal; and

WHEREAS, after certain monthly payments had been made by the mortgagors to the mortgagee, the latter, on July 10, 1951, by assignment recorded among the Mortgage Records of Allegany County in Liber No. 246, folio 518, assigned to Jane DeShields Smith a forty percent (40%) interest in the principal and interest of said mortgage, said 40% on the date of assignment being Nine Thousand, Four Hundred, Fifty-Seven and 94/100 (\$9,457.94) Dollars. This amount has been reduced by monthly payments to the sum of Seven Thousand, One Hundred, Forty-seven and 78/100 (\$7,147.78) Dollars as of November 1, 1953. Of the sixty percent (60%) of the principal of said mortgage retained by the mortgagee, the mortgagors, by payments in addition to the monthly payments, have reduced said 60% balance to the sum of Six Thousand Dollars (\$6,000.00).

NOW, THEREFORE, THIS ASSIGNMENT WITNESSETH, That for and in consideration of the sum of Six Thousand Dollars (\$6000.00) paid by Eleanor Thomas, of Frostburg, Maryland, the said mortgagee does hereby assign unto the said Eleanor Thomas, all its right, title and interest in said mortgage. The said The Second National Bank of Cumberland, Maryland, shall continue to act as Agent for Jane DeShields Smith, and on account of her interest in said mortgage, to wit: \$7,147.78, the mortgagors shall pay to The Second National Bank, Agent of the said Jane DeShields Smith, the sum of One Hundred and Ten (\$110.00) Dollars per month, which shall be applied, 4% to interest and the balance to principal.

IN TESTIMONY WHEREOF, the said Assignor has caused

its Corporate name to be signed hereto, by its President, and its Corporate Seal attached, duly attested by its Cashier.

THE SECOND NATIONAL BANK OF CUMBERLAND

By J. M. Naughton  
Joseph M. Naughton, President



Attest:  
[Signature]  
John H. Mosner, Cashier

*144 Frostburg Rd*

FILED AND RECORDED DECEMBER 8<sup>th</sup> 1953 at 3:40 P.M.

**This Mortgage**, Made this 7<sup>th</sup> day of December

In the year Nineteen Hundred and fifty-three, by and between

----- CHARLES CATHCART, JR. and LEONA CATHCART, his wife - -

of Allegany County, in the State of Maryland

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporatad undar the laws of the United States of America, with its principl office in

at Frostburg, Allegany County, in the State of Maryland,

party of the second part, WITNESSETH:

Whereas, the said parties of the first part ara justly indetbad unto the said party of the second part, its successors and assigns, in the full sum of

ONE THOUSAND EIGHT HUNDRED FIFTY- - - 00/100 DOLLARS (\$1850.00)

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 indetbadness together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors 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, its successors and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated near Frostburg, Allegany County, Maryland, and North of Consolidation Village, in Election District No. 26, it being a part of that piece or parcel of the "Timberland Farm Tract", which was conveyed to Charles Cathcart, Jr., et ux, by Henry Rairick, et ux, by deed dated April 7, 1941, and recorded in Liber No. 189, folio No. 522, of the Land Records of Allegany County, Maryland, and more particularly described as follows:

BEGINNING at a stake standing at the end of 76 feet on a line drawn North sixty-three degrees forty-nine minutes West from a Red Oak Tree, a corner of the whole "Timberland Farm Tract", and at the end of the 1/4th line thereof and said tree being also at the end of the 1st line of the aforesaid Rairick-Cathcart deed, and said point of beginning being also at the end of one hundred and fifty feet on the first line of the aforesaid Rairick-Cathcart deed, and running thence with said 1st line reversed and corrected as to true meridian North sixty-three degrees forty-nine minutes West one hundred and fifty feet to a stake on the East margin of a road, said stake being also the beginning of the aforesaid Rairick-Cathcart deed, thence with part of the last line thereof reversed and corrected, South one degree twenty three minutes East fifty-six and four-tenths feet to a stake, thence South sixty-three degrees forty-nine minutes East one hundred twenty-three and nine-tenths feet to a stake, thence North twenty-six degrees eleven minutes East fifty feet to the beginning, containing .157 of an acre, mors or less.

IT being the same property conveyed to the parties of the first part by Charles J. Cathcart and his wife, by deed dated September 17th, 1946, and recorded in Deeds Liber No. 211, folio 335, among the Land Records of Allegany County, Maryland.

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

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part its successors or assigns, the aforesaid sum of ONE THOUSAND EIGHT HUNDRED FIFTY- - - 00/100 (\$1850.00) DOLLARS

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, its successors 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 and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to

the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, and 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 assigns, the improvements on the hereby mortgaged land to the amount of at least ONE THOUSAND EIGHT HUNDRED FIFTY (\$1850.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to insure to the benefit of the mortgagee, its successors, heirs or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: (as to both)

*Ruth M. Todd*

*Charles Cathcart, Jr.* [Seal]  
CHARLES CATHCART, JR.

*Leona Cathcart* [Seal]  
LEONA CATHCART

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 7<sup>th</sup> day of December

in the year nineteen hundred and fifty-three, before me, the subscriber

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

- - - CHARLES CATHCART, JR. and LEONA CATHCART, his wife - - - - -

and each acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared P. EARL KREITZBURG

Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said

instrument is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this

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

*Ruth M. Todd*  
Notary Public

FILED AND RECORDED DECEMBER 8<sup>th</sup> 1953 at 1:40 P.M.

**This Mortgage**, Made this 7<sup>th</sup> day of DECEMBER in the year Nineteen Hundred and fifty-three by and between

S. Albert Wannar and Pauline C. Wannar, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eleven Thousand Five Hundred 00/100 - - - (\$11500.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Ninety-three 96/100 - - - (\$93.96) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at its 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 piece, parcel or plot of land situate, lying and being in Election District No. 6, Allegany County, Maryland, and being more particularly described as follows, to-wit:

BEGINNING at an ancient stake and stone pile witnessed by a hickory tree bearing 6 notches at the end of the 6th line of the original as given on Plat No. 934 filed by State Road Commission, August 31, 1933; and running then by magnetic meridian as of September 1952, and horizontal distances, reversing the 6th line and part of the 5th line, (1) North 8 degrees 30 minutes East 299 feet to a stake and stones near bank of old road; then (2) North 82 degrees 30 minutes East 37.9 feet to a stake and stones distant 16 feet from the pavement of the Braddock Road at the lower side of entrance; then with or near the top of the bank of said road (3) South 69 degrees 50 minutes East 223 feet to a stake standing at the corner of the Wotring lot, then with a line of said lot and same extended, (4) South 20 degrees 10 minutes West 358 feet passing a stake and stones at plus 150 feet to a stake and stones on the 7th line of the original, and then reversing part of said line, (5) North 56 degrees 10 minutes West 200.5 feet to the place of beginning, containing 1.7 acres, more or less.

BEING the same property which was conveyed unto the parties of the first part by deed of J. Howard Brinkman and Nina M. Brinkman, his wife, dated the 8th day of September, 1952 which is recorded in Liber 244, folio 315 one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage 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 thereto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor or their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, 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, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eleven Thousand Five Hundred 00/100 Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default,

to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of said mortgagors.

Attest:

*George W. Legge*

*S. Albert Wenner*

S. Albert Wenner

[SEAL]

*Pauline C. Wenner*

Pauline C. Wenner

[SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 7<sup>TH</sup> day of DECEMBER

in the year nineteen Hundred and Fifty three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

S. Albert Wenner and Pauline C. Wenner, 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 George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



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

*George W. Legge*  
Notary Public.

FILED AND RECORDED DECEMBER 8<sup>th</sup> 1953 at 12:35 P.M.**This Mortgage,** Made this 8<sup>th</sup> day of December

in the year Nineteen Hundred and Fifty - Three, by and between

CHARLES F. SIMPSON and BERTHA M. SIMPSON, his wife,

of Allagany County, in the State of Maryland

parties of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States,

of Allagany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Nine Thousand (\$9,000.00) Dollars, this day loaned the parties of the first part, which principal sum with interest at 5% per annum is to be repaid by the parties of the first part to the party of the second part in payments of not less than One Hundred, Seventy and no/100 (\$170.00) per month, said payments to be applied first to interest and the balance to principal; the first of said monthly payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

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

parties of the first part

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

party of the second part, its successors or

~~assigns~~ assigns, the following property, to-wit:

ALL those lots and parcels of land situated on the Westerly side of Bedford Street, in the City of Cumberland, Allegany County, Maryland, which were conveyed to Charles F. Simpson by the following deeds:

From Charles A. Rice, et al., to Charles F. Simpson, Lots Nos. 19 and 20 of Thomas Shriver's Addition, by deed dated November 13, 1919, and recorded among the Land Records of Allegany County in Liber No. 130, folio 461.

Deed from Francis M. Gramlich, et al. to Charles F. Simpson and Walter L. Simpson, Lot No. 18 of said Addition, dated August 28, 1912, and recorded among said Land Records in Liber No. 110, folio 572. The interest of the said Walter L. Simpson having been conveyed

to Charles F. Simpson by deed dated February 3, 1916, and recorded among said Land Records in Liber No. 118, folio 225.

Deed from Margaret Crowell, et al. to Charles F. Simpson three-fourths interest in Lots Nos. 16 and 17 of said Addition, dated May 31, 1912, and recorded among said Land Records in Liber No. 110, folio 136.

Deed from Walter L. Simpson to Charles F. Simpson, undivided one-eighth (1/8) interest in said Lots Nos. 16 and 17, dated June 27, 1912, and recorded among said Land Records in Liber No. 110, folio 565. The remaining one-eighth (1/8) interest in said Lots having been inherited by Charles F. Simpson, he being now sole owner of all of the above mentioned lots.

Reference to all of which deeds is hereby made for descriptions by metes and bounds.

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~~ or assigns, the aforesaid sum of

Nine Thousand and no/100 (\$9,000.00) Dollars

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

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

parties of the first part

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

parties of the first part

hereby covenant to pay when legally demandable.

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

and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

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

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

parties of the first part, their heirs or assigns, and

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

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least ----- Nine Thousand and no/100 (\$9,000.00) ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~next~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest:

*[Handwritten signatures]*

*Charles F. Simpson* [SEAL]  
Charles F. Simpson

*Bertha M. Simpson* [SEAL]  
Bertha M. Simpson

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 2nd day of December

in the year nineteen Hundred and Fifty - Three before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

CHARLES F. SIMPSON and BERTHA M. SIMPSON, his wife

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

John H. Mosner, Cashier of

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

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

*Charles H. Shaw*  
Notary Public



FILED AND RECORDED DECEMBER 8<sup>th</sup> 1953 at 10:20 A.M.

This Mortgage, Made this Seventh day of December in the year Nineteen Hundred and Fifty three, by and between

Roland M. Nofsinger and Verinica R. Nofsinger, husband and wife

of Luke, Allegany County, in the State of Maryland

parties of the first part, and The Citizens National Bank of Westernport, Maryland, a corporation, organized under the national banking laws of The United States of America.

of Westernport, Allegany County, in the State of Maryland

part Y of the second part, WITNESSETH:

Whereas,

The said parties of the first part are indebted unto the party of the second part in the full and just sum of twenty seven hundred dollars ( \$ 2700.00 ) for money lent, and which loan is evidenced by the promissory note of the said parties of the first part, of even date herewith, payable on demand with interest to the order of the party of the second part at The Citizens National Bank of Westernport, Maryland. And Whereas it was agreed between the parties hereto prior to the lending of said money and the giving of said note, that this mortgage should be executed,

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

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

and assigns, the following property, to-wit:

All that certain lot of ground in the town of Luke, Allegany County, Maryland, laid off as lot number two hundred and one on the plat thereof, located on the East side of Pratt Street in said town and improved with dwelling house known as number four hundred and twelve. Being also the same property which was conveyed unto the parties of the first part herein by deed from The West Virginia Pulp and Paper Company, a corporation, dated July 28, 1953 and which deed is to be recorded among the land records of Allegany County, Maryland, on the eleventh day of August, 1953. To which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.





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

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

executors, administrators or assigns, do and shall pay to the said

party of the second part, its successors

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

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

the first part, their heirs or assigns

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

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

and these presents are hereby declared to be made in trust, and the said party of the second

part, its successors

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

matured or not; and as to the balance, to pay it over to the said parties of the first

part, their heirs or assigns, and

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

And the said parties of the first part

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

Company or companies acceptable to the mortgagee or its successors of

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

Twenty seven hundred Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire,

to inure to the benefit of the mortgagee, its successors, or assigns, to the extent

of its or their lien or claim hereunder, and to place such policy or

policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance

and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor.

Attest:

[Signature]

[Signature] [SEAL]  
Roland M. Nofsinger

[Signature] [SEAL]

[Signature] [SEAL]  
Veronica R. Nofsinger

State of Maryland,  
Alleghany County, to-wit:

I hereby certify, That on this seventh day of December

in the year nineteen Hundred and Fifty three before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Roland M. Nofsinger and Veronica R. Nofsinger, his wife

and each acknowledged the foregoing mortgage to be their voluntary

act and deed; and at the same time before me also personally appeared Horace P. Whitworth

President of The Citizens National Bank of Westport, Maryland,

the within named mortgagee, and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth, and that he is the president

of the said bank duly authorized to make this affidavit.

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

[Signature] [SEAL]  
Notary Public

FILED AND RECORDED DECEMBER 8<sup>th</sup> 1953 at 11:30 A.M.

This Mortgage, Made this Fourth day of December

in the year Nineteen Hundred and Fifty Three, by and between

Karl Albert Douglass and Norma Virginia Douglass, his wife,

of Alleghany County, in the State of Maryland

parties of the first part, and Russell C. Otto and Ethel M. Otto, his wife, and

Wilmer E. Murphy,

of Alleghany County, in the State of Maryland

parties of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are indebted unto Russell C. Otto and Ethel M. Otto, his wife, for money borrowed, in the amount of TWELVE

HUNDRED DOLLARS (\$1,200.00), and are indebted unto the said Wilmer E. Murphy, for money borrowed in the amount of ONE THOUSAND DOLLARS (\$1,000.00), as evidenced by the two Promissory Notes of the said parties of the first part, each dated of even date herewith, and one made payable unto the order of Russell C. Otto and Ethel M. Otto, his wife, ON DEMAND with interest at the rate of Six Percent (6%) per Annum, in the amount of Twelve Hundred Dollars (\$1,200.00), and the other made payable unto the order of Wilmer E. Murphy, ON DEMAND with interest at the rate of Six percent (6%) per Annum, in the amount of ONE THOUSAND DOLLARS (\$1,000.00), and

WHEREAS, it is agreed by the said parties of the first part herein that they would execute this Mortgage as security for the aforesaid notes, and it is further agreed that until demand is made by the said parties of the second part for the full amount borrowed the said parties of the first part herein agree to pay in the reduction of the aforesaid notes, at least the total sum of Fifty Dollars (\$50.00) per month including the aforesaid interest, of which the sum of Twenty Five Dollars (\$25.00) at least shall be applied to the note of Russell C. Otto and Ethel M. Otto, his wife, and a like amount shall be applied to the note of Wilmer E. Murphy. The Money herein borrowed is for the improvement purchase located thereon.

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

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

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

All of that land together with the improvements thereon, as located on the West side of the McMullen Highway, (U. S. Route No. 220) one mile Northward from the village of McCools, in Election District No. 31, in Allegany County, Maryland, as described by metes and bounds in two parcels which adjoin each other, of 12,500 square feet each (0.287 of one acre) as described in that certain deed made unto the said parties of the first part herein by James M. Frankhouser and Elva V. Frankhouser, his wife, by deed dated November 1, 1952, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 246, Folio 52, to which deed a reference is hereby made for a more particular description of said land.

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

Provided, that if the said parties of the first part

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

executor, administrator or assigns, the aforesaid sum of TWENTY TWO HUNDRED DOLLARS (\$2,200.00)

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

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

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

hereby covenant to pay when legally demandable.

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

and these presents are hereby declared to be made in trust, and the said parties of the second part, their

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

END the said parties of the first part

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

TWENTY TWO HUNDRED & .00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Horace P. Whitworth Jr.  
Horace P. Whitworth Jr.

Karl Albert Douglass [SEAL]  
Karl Albert Douglass  
Norma Virginia Douglass [SEAL]  
Norma Virginia Douglass

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this Fourth day of December in the year nineteen Hundred and Fifty Three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Karl Albert Douglass and Norma Virginia Douglass, his wife,

and have acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared

Russell C. Otto and Ethel M. Otto, his wife, and Wilmer E. Murphy 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.

Richard H. Whitworth  
Notary Public



FILED AND RECORDED DECEMBER 9<sup>th</sup> 1953 at 9:00 A.M.  
PURCHASE MONEY

**This Mortgage**, Made this 8th day of December  
in the year Nineteen Hundred and Fifty-three, by and between

Aron Lazarus, Jr. (unmarried)

of Allegany County, in the State of Maryland  
party of the first part, and

Paul Harris

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

Underers, the said party of the first part stands indebted unto the said party of the second part in the just and full sum of TWELVE HUNDRED DOLLARS (\$1200.00), as is evidenced by his promissory note of even date herewith for said sum of money, payable one year after date with interest from date at the rate of NINE per cent per annum payable quarterly, on unpaid balances; in addition to said interest said party of the first part is also to pay on the principal not less than \$50.00 each quarter during the existence of this indebtedness. And this mortgage is given to secure part of the purchase money of the property hereinafter described and is therefore a purchase money mortgage.

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

party of the first part

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

party of the second part, his

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

All those lots, pieces and parcels of ground lying and being on the West-  
erly side of Pennsylvania Avenue, in the City of Cumberland, Allegany County, Maryland,  
and known as parts of Lots Nos. 164 and 165 of Laings Second Addition to Cumberland,  
and improved by a double frame dwelling known as Nos. 433 and 435 Pennsylvania Avenue,  
and more particularly described in two deeds; one from Frank H. Barley, et al. to the  
said party of the first part, dated November 23, 1953, and the other from Mary F. Bar-  
ley Helmstetter and husband to the said party of the first part, dated November 30,

1953, both of which deeds ere to be recorded simultaneously with these presents among the Land Records of Allegany County, to which deeds reference is hereby made.

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

**Provided**, that if the said party of the first part, his

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, his

executor, administrator or assigns, the aforesaid sum of

TWELVE HUNDRED DOLLARS (\$1200.00).

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

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

party of the first part

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

party of the first part

hereby covenants to pay when legally demandable.

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

party of the second part, his

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

party of the first part, his heirs or assigns, and

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

**And** the said party of the first part

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

Twelve Hundred Dollars,

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

Witness, the hand and seal of said mortgagor

Attest:

*John R. Leiber* [SEAL]  
*Aron Lazarus, Jr.*

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 8th day of December

in the year Nineteen Hundred and Fifty-three, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for said County, personally appeared

Aron Lazarus, Jr. (unmarried)

and acknowledged the foregoing mortgage to be his

act and deed; and at the same time before me also personally appeared

Paul Harris

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

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

*John R. Leiber*  
Notary Public.



Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of  
Four Thousand 00/100 - - - (\$4000.00) - - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from  
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Forty 00/100 - - - (\$40.00) - - - - - Dollars  
on or before the first day of each and every month from the date hereof, until the whole of said  
principal sum and interest shall be paid, which interest shall be computed by the calendar month,  
and the said installment payment may be applied by the mortgagee in the following order: (1) to  
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges  
of every nature and description, ground rent, fire and tornado insurance premiums and other  
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-  
said 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 follow-  
ing described property, to-wit:

All that property on Johnson Heights, in Cumberland, Allegany  
County, Maryland, known as Lot No. 5 and Easterly half of Lot No.  
4 of Block No. 22, as shown on a revised plat of Johnson Heights  
Addition dated April, 1936, and recorded on May 28, 1936, among the  
Land Records of Allegany County, Maryland, and the property hereby  
conveyed being described as follows:

Fronting 52 1/2 feet on the southerly side of Arundel Street,  
bounded and described as follows:

BEGINNING at a point on the southerly side of Arundel Street,  
where line dividing Lots Nos. 6 and intersect same, and running  
then along said dividing line at right angles to said Arundel Street,  
South 33 degrees and 51 minutes West 130 feet to an alley, then along  
said alley, North 56 degrees and 9 minutes West 52 1/2 feet, then parallel  
to first line reversed, North 33 degrees 51 minutes East 130 feet  
to southerly side of the aforesaid Arundel Street, then along the  
southerly side of said Arundel Street, South 56 degree and 9 minutes  
East 52 1/2 feet to the place of beginning. All courses refer to true  
North.

BEING the same property which was conveyed unto the parties of  
the first part by deed of The Johnson Realty Corporation dated  
August 29, 1938 which is recorded in Liber 182, folio 103 one of the  
Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at  
the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the ag-  
gregate the sum of \$300.00, nor to be made in an amount which would make the mortgage debt  
exceed the original amount hereof provided, the full amount of any such advance is used for pay-  
ing the costs of any repairs, alterations or improvements to the mortgaged property as provided  
in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any  
amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the  
payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or  
wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional colla-  
teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid bal-  
ance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the  
payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the  
Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this  
indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this  
indebtedness.

FILED AND RECORDED DECEMBER 9<sup>th</sup> 1953 at 1:00 P.M.

This Mortgage, Made this 8<sup>th</sup> day of DECEMBER in the  
year Nineteen Hundred and fifty-three by and between

Walter C. Clark and Dorothy L. Clark, his wife.

of Allegany County, in the State of Maryland, parties of the first part, here-  
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body  
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-  
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:



The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage 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 above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, 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, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand 00/100 - - - - (\$4000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

*George W. Legge*

*Walter C. Clark* (SEAL)  
Walter C. Clark  
*Dorothy L. Clark* (SEAL)  
Dorothy L. Clark

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 8TH day of DECEMBER in the year nineteen Hundred and Fifty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Walter C. Clark and Dorothy L. Clark, 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 George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



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

*George W. Legge*  
Notary Public.

FILED AND RECORDED DECEMBER 9<sup>th</sup> 1953 at 1:00 P.M.

PURCHASE MONEY

This Mortgage, Made this 8TH day of DECEMBER in the year Nineteen Hundred and fifty-three by and between

Ervin B. Celsin and Catherine O. Celsin, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

## WITNESSETH:

**Whereas**, the said mortgagee has this day loaned to the said mortgagors, the sum of Thirteen Thousand Five Hundred 00/100 - - (\$13500.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Eighty-five 86/100 - - (\$85.86) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

**Now Therefore**, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the southerly side of LaVale Court known and designated as Lot No. 110 and part of Lot No. 111 in LaVale Boulevard Court Addition LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, folio 75 one of the Plat Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

BEGINNING for the same at a point on the southerly side of LaVale Court, said point being distant North 48 degrees 20 minutes West 175 feet from the intersection of said side of LaVale Court with the westerly side of Atlantic Avenue and running then with said side of LaVale Court South 48 degrees 20 minutes East 75 feet to the end of the division line between Lots Nos. 109 and 110 in said addition, then with said division line South 41 degrees 40 minutes West 162.5 feet to the northerly side of LaVale Annex, then with said side of said LaVale Annex North 48 degrees 20 minutes West 75 feet and then North 41 degrees 40 minutes East 162.5 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Ralph G. Cover and Ethel M. Cover, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1940 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the

payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage 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 above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, 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, representatives, heirs or assigns.

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

**And** the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 16th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors' written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable at the

default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

Erwin B. Celain [SEAL]  
Erwin B. Celain  
Catherine O. Celain [SEAL]  
Catherine O. Celain

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 8TH day of DECEMBER  
in the year nineteen Hundred and Fifty-three, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for said County, personally appeared

Erwin B. Celain and Catherine O. Celain, 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 George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



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

Erwin B. Celain  
Notary Public.

FILED AND RECORDED DECEMBER 9<sup>th</sup> 1953 at 12:00 Noon  
PURCHASE MONEY  
**This Mortgage**, Made this 19th day of AUGUST  
in the year Nineteen Hundred and Fifty-Three, by and between  
HOWARD RICHARD CECIL and BETTY LOU CECIL, his wife,  
of Allegany County, in the State of Maryland

parties of the first part, and PATRICK HENRY CUFF

of Allegany County, in the State of Maryland

part Y of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the party of the second part in the full and just sum of Twelve Hundred Dollars (\$1200.00), for money this day loaned the parties of the first part as part of the purchase price of the hereinafter described property, and which said principal sum of Twelve Hundred Dollars (\$1200.00), together with interest at the rate of Six Per Centum (6%) Per Annum, the parties of the first part agree to repay in payments of not less than Twenty Dollars (\$20.00) per month on the principal amount together with interest payable monthly but computed semi-annually at said rate of Six Per Centum (6%) Per Annum.

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

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

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

ALL that lot or parcel of ground situated on the Easterly side of Winchester Road in Allegany County, Maryland, the same being Lot No. 6 on a plat of the property of Peter M. Wartz and Ellen L. Wartz, his wife, and more particularly described as follows:

BEGINNING for the same on the Easterly side of Winchester Road at the end of the third line of Lot No. 5, said point being on the division line between said Lots No. 5 and 6 and running thence with the Easterly side of Winchester Road North 10 degrees 30 minutes East 50 feet to the end of the fourth line of Lot No. 7; thence with said fourth line reversed South 77 degrees 30 minutes East 187 feet to a point on the fourth line of Military Lot No. 3569; thence with the fourth line of said Military Lot No. 3569, South 0 degrees 7 1/2 minutes East 51 feet, more or less, to the end of the fourth line of Lot No. 5;

thence with said fourth line reversed North 77 degrees 30 minutes West 197 feet to the place of beginning.

IT BEING the same property which was conveyed unto the parties of the first part by Ellen L. Wartz, widow, by deed of even date herewith and recorded among the Land Records of Allegany County, Maryland, immediately preceding the recording of this mortgage.

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

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

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

executor, administrator or assigns, the aforesaid sum of Twelve Hundred Dollars (\$1200.00)

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

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

of the first part

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

hereby covenant to pay when legally demandable.

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

and these presents are hereby declared to be made in trust, and the said party of the second part, his

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

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

And the said parties of the first part

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

Witness, the hand and seal of said mortgagor s.

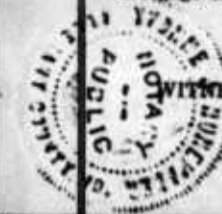
Attest:

*James J. Newmiller* *Howard Richard Cecil* [SEAL]  
*James J. Newmiller* *Betty Lou Cecil* [SEAL]  
 HOWARD RICHARD CECIL  
 BETTY LOU CECIL

State of Maryland,  
 Allegany County, to-wit:

I hereby certify, That on this 19th day of August in the year Nineteen Hundred and Fifty-Three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared HOWARD RICHARD CECIL and BETTY LOU CECIL, his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Martin D. Cuff, duly authorized agent for

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



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

*James J. Newmiller*  
 Notary Public.

FILED AND RECORDED DECEMBER 10<sup>th</sup> 1953 at 9:10 A.M.

This Mortgage, Made this 8<sup>th</sup> day of

December in the year nineteen hundred and fifty-three, by and between Glenn Edward McGill and Hazel R. McGill, 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

Glenn Edward McGill and Hazel R. McGill, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

One Thousand (\$1,000.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1953

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

Glenn Edward McGill and Hazel R. McGill, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the



said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground, situated and lying in Allegany County, in the State of Maryland, at "Green Point", to-wit:

BEGINNING at a point on the County Road leading from Cumberland to Mount Savage, said point being 180 1/2 feet distant from the beginning of the lot of ground conveyed to Edward G. McGill by the Consolidation Coal Company of Allegany County, Maryland, and also on the Sixth line of the lot described in said deed, and running along said Road, South 45 degrees and 24 minutes West, 55 1/2 feet to a stake; then North 45 degrees and 15 minutes West 120 feet to a stake; then North 45 degrees and 24 minutes East, 55 1/2 feet to a stake, then South 45 degrees and 15 minutes East, 120 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Edward G. McGill and wife, by deed dated the 29th day of October, 1918, and recorded in Liber No. 125, folio 499, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto 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 WHEREAS, this mortgage shall also secure as of the date hereof future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

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:

*Glenn Edward McGill*  
Glenn Edward McGill

*James M. Sosley*

*Hazel R. McGill* (SEAL)  
Hazel R. McGill

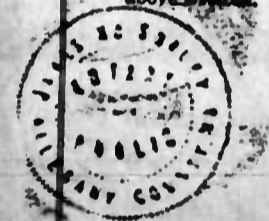
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this *9<sup>th</sup>* day of December in the year nineteen hundred and fifty-three before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Glenn Edward McGill and Hazel R. McGill, 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.



*James M. Sosley*  
Notary Public

FILED AND RECORDED DECEMBER 10<sup>th</sup> 1953 at 9:10 A.M.

THIS MORTGAGE, Made this 7<sup>th</sup> day of December, 1953, by and between Flo Durst, single, of the first part, sometimes hereinafter called the Mortgagor, and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Trustee for Bess R. Buchanan U/T/A dated July 11, 1949, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagor stands indebted unto the Mortgagee in the full and just sum of Fifty-Eight Hundred Dollars (\$5800.00), as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Six per centum (6%) per annum, said interest being payable in quarterly installments 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 on said note to be payable on the 31st day of December, 1953.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Flo Durst, single, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee for Bess R. Buchanan U/T/A dated July 11, 1949, its successors or assigns, the following property, to-wit:

PARCEL NO. ONE:

All that lot or parcel of land situate on the Westerly side of McMullen Highway near the Village of Rawlings, in Allegany County, Maryland, and known as Lot No. 1 on a plat of White's Addition in District No. 7, said lot being described as follows:

BEGINNING for the said parcel of land at a marker on the Westerly side of the McMullen Highway; and running thence with said Highway line, South 40 degrees 30 minutes West 60.24 feet; thence North 49 degrees 30 minutes West 310 feet; North 40 degrees 30 minutes East 53.02 feet; thence South 50 degrees 50 minutes East 310.09 feet to the beginning.

PARCEL NO. TWO:

All that tract or parcel of land lying in District No. 7, near Rawlings, in Allegany County, Maryland, described as follows:

BEGINNING at a stake near a concrete bridge on the first line of the William H. Flanagan place, which stake is 710.35 feet

from the beginning of said line, which line is also the limits of the State Road Right-of-Way; and running thence from said stake, North 50 degrees West 94 poles and 10.5 feet to a stake by the side of a road; thence South 84.5 degrees West 2 poles and 5.25 feet to a stake on the same side of said road; thence South 16 degrees East 14.75 poles to a stake on the North side of a hill to the outlines of the Flanagan lands; thence with them, South 61 degrees East 27 poles to a marked post on a hill; thence South 51 degrees 30 minutes East 54.4 poles to the said road; thence with its limits line, 41 degrees East 113 feet to the place of beginning, containing four acres, more or less.

It being the same property which was conveyed unto the said Mortgagor by Robert D. Clem and wife, by deed dated the day of December, 1953, and to be duly filed for record among the Land Records of Allegany County.

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

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

PROVIDED, that if the said Mortgagor, her heirs, executors, administrators or assigns, does and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Fifty-Eight Hundred Dollars (\$5800.00), 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 on her 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 Mortga-

gor 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 provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagor shall have sixty days after the receipt of said notice, to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors, 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 then matured or not; and as to the balance, to pay it over to the said Mortgagor, herheirs, personal representatives or assigns.

AND the said Mortgagor does further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in 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 Fifty-Eight Hundred Dollars (\$5800.00), and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder,

and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

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

WITNESS the hand and seal of the said Mortgagor on the day and year above written.

WITNESS:

*George R. Hughes*

*Flo Durst* (SEAL)  
Flo Durst

STATE OF MARYLAND  
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 7<sup>th</sup> day of December, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Flo Durst, single, and she acknowledged the foregoing Mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, 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 furth, 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 the year above written.



*M. A. Barkley*  
Notary Public

FILED AND RECORDED DECEMBER 29<sup>th</sup> 1953 at 11:30 A.M.

This release of mortgage, made this 14<sup>th</sup> day of December, 1953, by Swift & Company, a corporation.

Whereas, the said Swift & Company is the holder of a mortgage from Andrew R. Douglas and Martha T. Douglas, his wife, dated March 2, 1938 and recorded among the Mortgage Records of Allegany County, Maryland in Liber No. 141, folio 196.

And whereas, the said Andrew R. Douglas and Martha T. Douglas, his wife, having fully paid and satisfied the said mortgage, are entitled to have the property thereby affected released from the operation and effect thereof.

Wherefore now this release witnesseth, that for and in consideration of the premises and the sum of one dollar, the said Swift & Company does hereby release the said mortgage and grant the property thereby affected unto the said Andrew R. Douglas and Martha T. Douglas, his wife, to be held by them in the same manner as if the said mortgage had never been made.

Witness the corporate hand and seal of the releasor.

Swift & Company  
by [Signature]  
Assistant Treasurer  


Attest:  
[Signature]  
Assistant Secretary  
STATE OF ILLINOIS  
COUNTY OF COOK

I hereby certify, that on this 14<sup>th</sup> day of December, 1953, before me, the subscriber, a Notary Public of the State of Illinois in and for said county, personally appeared

F. H. Hopwood, Asst. Treasurer of Swift & Company, a corporation and he acknowledged the foregoing release of mortgage to be its corporate act.

My Commission Expires May 28, 1956

FILED AND RECORDED DECEMBER 11<sup>th</sup> 1953 at 10:20 A.M.

**This Mortgage.** Made this 3<sup>rd</sup> day of December in the year Nineteen Hundred and Fifty-three, by and between Clarence N. roose, Jr., and Mae E. roose, his wife,

of Allegany County, in the State of Maryland part 1<sup>st</sup> of the first part, and Clarence G. Ort and Margaret M. Ort, his wife,

of Allegany County, in the State of Maryland part 1<sup>st</sup> of the second part, WITNESSETH:

Whereas, the Parties of the First Part are justly and bona fide indebted unto the Parties of the Second Part in the full and just sum of Twenty Thousand Dollars (\$20,000.00), and which said sum shall bear interest at the rate of six per cent (6%) per annum and which said principal sum and interest shall be repaid in equal monthly installments of Two Hundred Seventy-five (\$275.00) Dollars each, the first of which said payments shall become due and payable on the 15th day of January, 1954, and monthly thereafter on the same day of each succeeding month until the said principal sum and interest shall have been fully paid; with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Clarence N. roose, Jr., and Mae E. roose, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Clarence G. Ort and Margaret M. Ort, his wife, their

heirs and assigns, the following property, to-wit:  
ALL those two lots or parcels of ground situate on the National Turnpike, about four miles west of the City of Cumberland, in Allegany County, Maryland, and known as Lots Nos. 58 and 59 in the "National Highway Addition" and described as follows:

BEGINNING at the Southwest corner of the west abutment of the stone arch bridge spanning Braddock's Run; and running thence binding on the South side of the National Road, Westerly 348 feet to a point South 77.5 degrees West 64.6 feet from the Northwest corner of the two-story brick dwelling known as the Eckles Mansion; and running thence South 36 degrees 40 minutes West 215 feet to a stake; thence North 57 degrees 20 minutes East 118 feet to a stake; thence North 25 degrees 25 minutes East 105 feet to a stake; thence North 16 degrees East 116 feet; thence North 4 degrees 50 minutes East 67.75 feet to the place of beginning.

AND ALSO the following described personal property, to wit:

1 1952 6-cyl. Pontiac Catalina Coupe, Model Letter WSWH Motor No. WSWH-19007; and

1 1952 Dodge Station Wagon, 1952 model, serial No. 31966584; and

2 Chevrolet 1953, 6-cyl. Sedan Delivery, Model D53B, Motor No. LA0979873.

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 Clarence N. Roose, Jr. and Rae E. Roose, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Clarence G. Urt and Margaret M. Urt, his wife, their executor s, administrator s or assigns, the aforesaid sum of twenty thousand (\$20,000.00) Dollars

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

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

Clarence N. Roose, Jr. and Rae E. Roose, his wife,

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

Clarence N. Roose, Jr. and Rae E. Roose, his wife, hereby covenant to pay when legally demandable.

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

and these presents are hereby declared to be made in trust, and the said

Clarence G. Urt and Margaret M. Urt, his wife, their

heirs, executors, administrators and assigns, or Earl E. Manges his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in 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 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 Clarence N. Roose, Jr. and Rae E. Roose, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said Clarence N. Roose, Jr. and Rae E. Roose, his wife,

farther covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee s, their assigns, the improvements on the hereby mortgaged land to the amount of at least twenty thousand (\$20,000.00) Dollars - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee s, their heirs or assigns, to the extent

of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s:

Attest:

Earl E. Manges

Clarence N. Roose, Jr. [SEAL]
CLARENCE N. ROOSE, JR.
Rae E. Roose [SEAL]
RAE E. ROOSE

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 3rd day of December, in the year nineteen Hundred and Fifty-three, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared Clarence N. Roose, Jr. and Rae E. Roose, his wife,

and each acknowledged the foregoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared Clarence G. Urt and Margaret M. Urt, his wife,

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



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

Earl E. Manges
Notary Public.

FILED AND RECORDED DECEMBER 11 1953 at 12:25 P.M.

PURCHASE MONEY

This Mortgage, Made this 10th day of DECEMBER in the year Nineteen Hundred and fifty-three by and between

George Harold Leploy and Naomi E. Leploy, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-

inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

## WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Five Thousand Five Hundred Sixty 00/100 -- (\$5560.00) -- Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Forty-two 53/100 -- (\$42.53) -- Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those parts of two lots or parcels of land lying and being in the City of Cumberland, Allegany County, Maryland, and known as Lots Nos. 1 and 2 in Springdale Addition to Cumberland, and described in one parcel as follows:

BEGINNING for the same at a point on the first line and sixty-seven feet six inches from the beginning point described in a deed from the South Cumberland Lodge, No. 63, Independent Order of Mechanics, a corporation duly incorporated under the laws of Maryland, to Joseph A. McCormick, bearing date the 4th day of April in the year 1910 and recorded in Liber J.W.Y. No. 105, folio 683, one of the Land Records of Allegany County, Maryland; and running then with said first line North seventy-one degrees West thirty-two feet six inches to a twelve foot alley, then with said alley South nineteen degrees West seventy feet to Second Street, then with Second Street, South seventy-one degree East thirty-two feet six inches, then North nineteen degrees East seventy feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Jennie M. Allen, widow, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage 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 above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, 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, representatives, heirs or assigns.

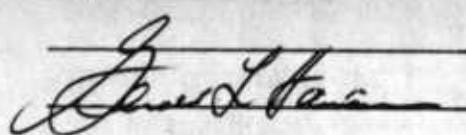
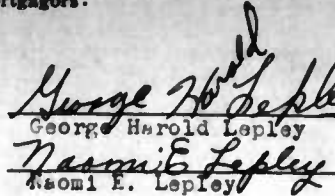
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand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

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

 [SEAL]  
George Harold Lepley  
 [SEAL]  
Naomi E. Lepley  
[SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 10TH day of DECEMBER

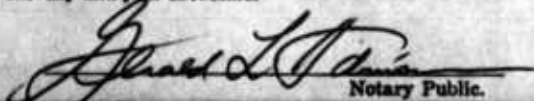
in the year nineteen Hundred and Fifty -thres, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for said County, personally appeared

George Harold Lepley and Naomi E. Lepley, 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 George W. Legge, Attorney and agent for the within named mortgagor and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagor.



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

  
Notary Public.

FILED AND RECORDED DECEMBER 11<sup>th</sup> 1953 at 11:25 A.M.

**This Mortgage**, Made this 11<sup>th</sup> day of December,

in the year Nineteen Hundred and Fifty -thres, by and between

Carl W. Whisner and Juanita I. Whisner, his wife,

of Allegany County, in the State of Maryland,

part ies of the first part, hereinafter called mortgagor s, 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 mortgagor.

WITNESSETH:

Witness, the said mortgagor has this day loaned to the said mortgagor a, the sum of

NINE HUNDRED AND FIFTY-SEVEN 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 TWENTY-FIVE Dollars,  
on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagor 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 mortgagor a do give, grant, bargain and sell, convey, release and confirm unto the said mortgagor, 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 part of Lot No. 171 in Walsh's Addition to Cumberland and described as follows:

BEGINNING for the same at a point distant 70 feet from the Southwesterly side of Elder Street with the Westerly side of Lexington Avenue, and running thence South 28 degrees 15 minutes West 32-5/8 feet parallel with the Westerly side of Lexington Avenue to a line of Lot No. 170 in said Addition, then North 61 degrees 45 minutes West 50 feet to an alley, then North 28 degrees 15 minutes East 32-5/8 feet to Elder Street, then South 61 degrees 45 minutes East 50 feet to the place of the beginning.

This being the same property which was conveyed by Charles G. Whisner and Katherine W. Whisner, his wife, unto the said Carl W. Whisner and Juanita I. Whisner, his wife, by deed of even date and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein, this being a purchase money mortgage.

The above described property is improved by a two story frame dwelling house consisting of five rooms with concrete block foundation and composition roof and is known as No. 207 West Elder Street

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagor's option, prior to the full payment of the mortgage debt but not to exceed in the aggregate the sum of Five Hundred Dollars (\$500) nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, section 2, of the Annotated Code of Maryland.

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 mortgagor s, their

heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said 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 mortgagor s, 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 mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, 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 NINE HUNDRED AND FIFTY-SEVEN Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Witness, the hand and seal of the said mortgagors.

Attest:

Rossie A. Crabtree

Carl W. Whisner (SEAL)

Juanita I. Whisner (SEAL)

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 17th day of December, in the year nineteen hundred and fifty -three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Carl W. Whisner and Juanita I. Whisner, his wife, the said mortgagor s herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Richards, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Rossie A. Crabtree  
Notary Public.

FILED AND RECORDED DECEMBER 11<sup>th</sup> 1953 at 2:50 P.M.

This Mortgage, made this 5th day of December, in the year Nineteen Hundred and fifty-three, by and between Edmund L. Nolan and Louise L. Nolan, his wife,

hereinafter called Mortgagor s, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part 1es of the first part and Delbert R. Kitzmiller and Ollie M. Kitzmiller, his wife, hereinafter called Mortgagee s, which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part 1es of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagees in the full sum of Sixty-Five Hundred Dollars (\$6500.00), together with the interest thereon at the rate of six per centum (6%) per annum. The said Mortgagors hereby covenant and agree





to make payments on the principal indebtedness and interest as herein stated of not less than Sixty-Five Dollars (\$65.00) each month which said payments include the interest at the rate aforesaid, which interest is to be computed monthly and deducted from said payments and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagees the following property, to-wit:

All that tract or parcel of ground situated on the Northerly side of the National Pike about five miles West of the City of Cumberland, Allegany County, Maryland, and which is more particularly described as follows:

BEGINNING for the same at an iron stake standing at the end of the first line of that parcel of ground conveyed by Phil Yaste et ux, to Arthur V. Huey et ux by deed dated August 30, 1929, and recorded in Liber-161, folio 409, one of the Land Records of Allegany County, Maryland, and running thence with the North side of the National Pike (Magnetic bearings as of the original survey of "Long Lots" and with horizontal measurements), South 43 degrees 30 minutes West 180-8/10 feet to the end of the fourth line of that parcel of ground conveyed by Robert H. Mayer et ux to Edward F. Beeman et ux by deed dated May 17, 1948, and recorded in Liber No. 220, folio 570, one of the aforesaid Land Records; thence with said fourth line of said Mayer deed reversed, North 48 degrees 20 minutes West 200 feet to a stake standing on the Southerly side of a 15-foot lane, and with said lane, North 43 degrees 30 minutes East 180-8/10 feet to an iron pipe stake filled with cement, it being the end of the second line of the aforementioned parcel of ground conveyed by Phil Yast et ux to Arthur V. Huey et ux, thence reversing said second line, South 48 degrees 20 minutes East 200 feet to the beginning.

EXCEPTING, HOWEVER, from the above described property, all that part and parcel thereof which was heretofore conveyed by the said Edmund L. Nolan et al to Arthur V. Huey by deed dated March 20, 1951, and recorded in Liber No. 233, folio 376, one of the Land Records of Allegany County. The parcel of land hereby conveyed away being a strip of ground six feet wide and 200 feet long.

It being the same property which was conveyed unto the said Mortgagors by Robert H. Mayer et ux by deed dated March 4, 1949, and duly recorded among the Land Records of Allegany County in Liber No. 224, folio 289.

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 1946 or any supplement thereto.

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

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagees the aforesaid Sixty-Five Hundred (\$6500.00) Dollars

and in the meantime shall perform all the covenants herein on their part to be performed, then

this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor s may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor s 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 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 Mortgagor s to the person advertising.

AND the said Mortgagor s further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagees s. the improvements on the hereby mortgaged land to an amount of at least Sixty-Five Hundred (\$6500.00) 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 s to the extent of their respective lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagees s; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagor s

Attest

*George R. Hughes*

*Edmund L. Nolan* (SEAL)

Edmund L. Nolan (SEAL)

*Louise L. Nolan* (SEAL)

Louise L. Nolan (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 5th day of December, in the year 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Edmund L. Nolan and Louise L. Nolan, his wife,

the within named Mortgagors, and acknowledged the foregoing mortgage to be their respective act and deed. And at the same time, before me, also personally appeared Delbert B. Kitzmiller and Ollie M. Kitzmiller, his wife,

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

WITNESS my hand and Notarial Seal the day and year last above written.

*George R. Hughes*

*George R. Hughes*  
Notary Public

FILED AND RECORDED DECEMBER 11<sup>th</sup> 1953 at 10:20 A.M.

PURCHASE MONEY

**This Mortgage,** Made this 9<sup>th</sup> day of December

in the year Nineteen Hundred and Fifty-three, by and between Shirley Mae Frankenberg and George Calvin Frankenberg, her husband,

of Allegheny County, in the State of Maryland

part 1st of the first part, and William Gray and Merla Gray, his wife,

of Washtenaw County, in the State of Michigan

part 1st of the second part, WITNESSETH:

Whereas, the Parties of the first Part are justly and bona fide indebted unto the Parties of the Second Part in the full and just sum of Four Hundred (\$400.00) Dollars, and which said sum represents the purchase price of the property hereinafter conveyed by way of mortgage and which said sum shall become due and payable two (2) years from the date hereof; with the right reserved unto the Parties of the First Part to prepay any of the aforesaid principal sum at any time prior to its maturity.

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

Shirley Mae Frankenberg and George Calvin Frankenberg, her husband,

do give, grant, bargain and sell, convey, release and confirm unto the said William Gray and Merla Gray, his wife, their

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

ALL that lot or parcel of ground known as Lot No. 112 of the "Anabelle Acres Section Addition," plat of said Addition being recorded in "Map Case No. 97," one of the Land Records of Allegheny County, Maryland, and which said lot or parcel of ground is more particularly described as follows, to-wit:

BEGINNING for said lot or parcel of ground at a stake standing on the North edge of the 30-foot street known as Merla Avenue, said stake also stands North 16 degrees 34 minutes West 30 feet from the end of the first line of Lot No. 101 of the said Anabelle Acres Section Addition; and running thence with Burkey Avenue, North 16 degrees 34 minutes West 95 feet to a stake; thence leaving Burkey Avenue and running South 72 degrees 56 minutes West 150 feet to a stake; thence South 16 degrees 34 minutes East 95 feet to a stake standing on the North edge of a 30-foot street known as Merla Avenue;

and running thence with Merla Avenue, North 72 degrees 56 minutes East 150 feet to the beginning.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith by and between William Gray and Merla Gray, his wife, and Shirley Mae Frankenberg and George Calvin Frankenberg, her husband, and which said deed is to be recorded simultaneously with the recordation of this Purchase Money Mortgage among the Mortgage Records of Allegheny County, Maryland, a specific reference to which said deed is hereby made for a full and particular description of the land hereby conveyed by way of mortgage.

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

Provided, that if the said Shirley Mae Frankenberg and George Calvin Frankenberg/ their heirs, executors, administrators or assigns, do and shall pay to the said William Gray and Merla Gray, his wife, their

executors, administrator or assigns, the aforesaid sum of Four Hundred (\$400.00) Dollars

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

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

Shirley Mae Frankenberg and George Calvin Frankenberg, her husband

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 Shirley Mae Frankenberg and George Calvin Frankenberg, her husband, hereby covenant to pay when legally demandable.

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

and these presents are hereby declared to be made in trust, and the said

William Gray and Merla Gray, his wife, their

heirs, executors, administrators and assigns, or Earl E. Manges

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegheny 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 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 Shirley Mae Frankenberg and George Calvin Frankenberg, her husband/ their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, s, their representatives, heirs or assigns.

And the said Shirley Mae Frankenberg and George Calvin Frankenberg, her husband,

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

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

Four Hundred (\$400.00) 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, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor:

Attest:

Eleanor Rice Shirley Mae Frankenberg [SEAL]
Eleanor Rice George Calvin Frankenberg [SEAL]

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 9th day of December

in the year nineteen Hundred and Fifty-three, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared Shirley Mae Frankenberg and George Calvin Frankenberg, her husband,

and each acknowledged the foregoing mortgage to be her and his respective act and deed; and at the same time before me also personally appeared William Gray and Merla Gray, his wife,

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

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



Eleanor Rice

of Allegany County, in the State of Maryland parties of the first part, and

MARY E. CLAUSON

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

Whereas, The parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Four Thousand Dollars, (\$4,000.00), which said sum the parties of the first part promise to pay unto the party of the second part One (1) year after date, with interest thereon at the rate of Six Per Centum (6%) Per Annum, payable semi-annually. The parties of the first part promise to pay not less than Fifty-Dollars, (\$50.00), a month, on account of the principal and interest of said indebtedness, adjustments to be made semi-annually until the full amount of Four Thousand Dollars, (\$4,000.00), and interest has been paid and satisfied.

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

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

parties of the first part,

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

party of the second part, her heirs

and assigns, the following property, to-wit:

All that piece, parcel or tract of land situated, lying and being in Election District No. 21 in Allegany County, Maryland, and particularly described as follows:

BEGINNING for the same at a white oak tree marked with 12 notches, standing at the end of a line drawn North 58 degrees West 1 perch from David W. Beall's Spring, and running thence South 9 1/2 degrees West 9 perches and 2 feet to a stone marked number 1; South 68 1/2 degrees East 6 perches to the County Road, and with it, South 20 degrees West 18 perches to a stone number 2; South 78 degrees East 3 perches to a stone number 3; North 29 1/2 degrees East 18 perches to a stone number 4; North 83 1/2 degrees East 5 1/2 perches to a gate post;

North 21 1/2 degrees East 8 perches to a stone number 5; North 66 degrees West 3 perches to a stone number 6; South 36 degrees West 2 1/2 perches to a stake number 7; North 66 degrees West 8 perches to the county road, and with it, North 15 degrees East 2 1/2 perches to a stone number 8; North 80 degrees West 7 1/2 perches to a stone number 9; and then South 10 degrees West 1 perch to the said beginning. Being a part of a tract of land called "Re-Survey on Bowling Green", and known as "Bowling Green Mill".

IT BEING the same property which was conveyed unto the said Willys L. Wilson and Dorothy A. Wilson, his wife, by Victor O. Robertson and Abbie E. Robertson, his wife, by deed dated the 2nd day of November, 1953, and duly recorded among the Land Records of Allegany County.

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

Provided, that if the said parties of the first part

their heirs, executors, administrators or assigns, do and shall pay to the said

FILED AND RECORDED DECEMBER 12th 1953 at 9:50 A.M.

This Mortgage, Made this 7th day of November

in the year Nineteen Hundred and Fifty-Three, by and between

WILLYS L. WILSON and DOROTHY A. WILSON, his wife,

party of the second part, her heirs,  
executors, administrators or assigns, the aforesaid sum of  
-----Four Thousand Dollars, (\$4,000.00),-----

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

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

parties of the first part

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

parties of the first part

hereby covenant to pay when legally demandable.

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

party of the second part, her

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

parties of the first part, their

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

And the said parties of the first part

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

-----Four Thousand Dollars, (\$4,000.00),-----

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

Witness, the hand and seal of said mortgagors.

Attest:

Mary Margaret Kelly  
Willys L. Wilson [SEAL]  
Dorothy A. Wilson [SEAL]  
DOROTHY A. WILSON [SEAL]

State of Maryland,  
Allegheny County, to-wit:

I hereby certify, That on this 7<sup>th</sup> day of November

in the year Nineteen Hundred and Fifty-Three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Willys L. Wilson and Dorothy A. Wilson, his wife,

and each acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared

Mary E. Clauson

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.



Mary Margaret Kelly  
Notary Public.  
Bartholomew Wilson

FILED AND RECORDED DECEMBER 12<sup>th</sup> 1953 at 12:00 Noon

This Mortgage, Made this 9<sup>th</sup> day of December in the year

Nineteen Hundred and Fifty-three by and between

ADAM G. LLOYD and ELEANOR J. LLOYD, his wife,

of Allegheny County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegheny County, Maryland, the mortgagee herein, in the full sum of ONE THOUSAND SIXTY AND 10/100 Dollars (\$1,060.00) with interest at the rate of six per centum (6%) per annum, for which



amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Twenty-Six and 00/100 ----- Dollars,  
(\$ 26.00 ) commencing on the 11th day of January, 1954  
and on the 11th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 11th day of December, 1957. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part -----

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

All that lot, piece or parcel of ground lying and being in Allegany County, Maryland, known and designated as parts of Lots Nos 111, 112 and 113 of McCulloh's Addition to the Town of Frostburg, a plat of which Addition is of record among the Land Records of Allegany County, Maryland, in Liber No. 33, folio 531, said parts of said lots being described as a whole as follows (magnetic courses as of date of sub-division and horizontal distances being used throughout):

Beginning for the same at a stake standing on the South side of McCulloh Street and at the end of sixty-six and seven-tenths feet on a line drawn South sixty-one degrees no minutes East from the Southeast corner of the intersection of Grant and McCulloh Streets and running thence with McCulloh Street South sixty-one degrees no minutes East twenty and three-tenths feet to a stake, thence South twenty-nine degrees no minutes West one hundred and sixty-five feet to an alley sixteen feet wide, thence with the Northerly limits of said alley North sixty-one degrees no minutes West twenty and seven-tenths feet, thence North twenty-nine degrees no minutes

East one hundred fourteen and five-tenths feet to the center of the outside face of the rear foundation wall of the double block dwelling, the easterly part of which is erected upon the lot herein described and intended to be conveyed, thence with the center line of the division wall of said double block house North twenty-nine degrees twenty-seven minutes East fifty and five-tenths feet to the place of beginning.

Being the same property which was conveyed to the said Adam G. Lloyd and Eleanor J. Lloyd, his wife, by deed from Sarah Grindel Franklin and Thomas A. Franklin, her husband, dated April 26, 1948 and recorded in Liber No. 220, folio 248 among the Land Records of Allegany County, Maryland. Special reference to said deed is hereby made for a further description of said real estate and also for the party wall and sewer agreements therein set forth.

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

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

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

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

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

AND the said mortgagor, further covenants with the mortgagee as follows:

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

ONE THOUSAND AND NO/100 ----- (\$ 1,000.00 ) Dollars  
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND IT IS AGREED that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties

WITNESS the hand and seal of said mortgagor.

ATTEST:

*Rachel Krierien* (SEAL)  
 RACHEL KRIERIEN  
*Adam H. Lloyd* (SEAL)  
 ADAM G. LLOYD  
*Eleanor J. Lloyd* (SEAL)  
 ELEANOR J. LLOYD

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Herely Certify, That on this 9th day of December in the year Nineteen Hundred and Fifty - three before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

ADAM G. LLOYD AND ELEANOR J. LLOYD, HIS WIFE,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared William B. Yates, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

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



*Rachel Krierien*  
 RACHEL KRIERIEN  
 Notary Public

FILED AND RECORDED DECEMBER 14 1953 at 12:15 P.M.

PURCHASE MONEY

**This Mortgage**, Made this 11th day of DECEMBER in the

year Nineteen Hundred and fifty - three by and between

Robert H. Brown and Vella M. Brown, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body

corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twelve Thousand - - - 00/100 - - - (\$12000.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of One Hundred Twenty 00/100 - (\$120.00) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforementioned principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots or parcels of ground known and designated as Lots Nos. 2 and 3 of Block No. 8 as shown on the map of Cumberland Heights Addition, which plat is recorded among the Land Records of Allegany County, Maryland, in Liber 117, folio 729. The said lots being located on Hill Top Drive, in the City of Cumberland, in Allegany County, Maryland, and particularly described as a whole as follows:

BEGINNING for the same at a point on the southeasterly side of Hill Top Drive distant 35 feet measured along the said side of Hill Top Drive in a northeasterly direction from its intersection with the northeasterly side of Talbot Street and also beginning at the end of the first line of Lot No. 1 and running then with the southeasterly side of Hill Top Drive, North 53 degrees 26 minutes East 70 feet to Lot No. 4; then on the division line between Lots Nos. 3 and 4, South 36 degrees 34 minutes East 130 feet to an alley; then with said alley, South 53 degrees 26 minutes West 70 feet to Lot No. 1, then on the division line between Lots Nos. 1 and 2, North 36 degrees 34 minutes West 130 feet to the place of the beginning.

BEING the same property which was conveyed unto Vella Marie Brown by deed of James A. Smith & Marie L. Smith, his wife, of ~~ever~~ which is recorded in Liber , folio  one of the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

All that lot or parcel of ground lying and being in the City of Cumberland, Maryland, known and designated as Lot No. 187 in the Cumberland Improvement and Investment Company's Southern Addition to Cumberland, and particularly described as follows:

BEGINNING on the East side of Grand Avenue and at the Northwest corner of Lot No. 188; and running then with the north line of Lot No. 188 South 70 degrees 43 minutes East 100 feet to Wendell Alley; then with the west side of Wendell Alley, North 19 degrees 17 minutes East 59.2 feet to Oldtown Road, then with the south side of Oldtown Road, North 87 degrees 3 minutes West 104.2 feet to Grand Avenue; then with the east side of Grand Avenue, South 19 degrees 17 minutes West 29.9 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of William L. Wilson and Earl E. Manges, Trustees, dated October 14, 1953, recorded in Liber 254, folio 92, Land Records of Allegany County, Maryland,

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage 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 above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, 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, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Thousand - - - 00/100 - - (\$12000.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within sixty days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the

whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

*James L. Train*

*Robert H. Brown* (SEAL)  
Robert H. Brown  
*Vella M. Brown* (SEAL)  
Vella M. Brown

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 11TH day of DECEMBER

in the year nineteen Hundred and Fifty - three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert H. Brown and Vella M. Brown, 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 George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



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

*James L. Train*  
Notary Public.

FILED AND RECORDED DECEMBER 14<sup>th</sup> 1953 at 12:15 P.M.

PURCHASE MONEY

This Mortgage, Made this 11TH day of DECEMBER in the

year Nineteen Hundred and fifty - three by and between

Robert B. Young and Emma G. Young, his wife,

of Allegany County, in the State of Maryland, part 1. of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body

corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

## WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twelve Thousand Two Hundred Four 00/100 - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Seventy-seven 25/100 - - - - - (\$77.25) - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the northerly side of LaVale Court known and designated as Lot No. 148 in LaVale Boulevard Court Addition, LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, folio 75 one of the Plat Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

BEGINNING for the same at a point on the northerly side of LaVale Court said point being at the end of the division line between Lots Nos. 148 and 149 in said Addition and also distant North 48 degrees 20 minutes West 151.6 feet from the intersection of said side of LaVale Court with the westerly side of Atlantic Avenue and running then with said side of LaVale Court North 48 degrees 20 minutes West 50 feet to the end of the division line between Lots 147 and 148 in said addition, then with said division line North 41 degrees 40 minutes East 162.5 feet to the Southerly side of Eleanor Street then with said side of Eleanor Street South 48 degrees 20 minutes East 50 feet to the end of the division line between said Lots Nos. 148 and 149 and then with said division line South 41 degrees 40 minutes West 162.5 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Ralph G. Cover and Ethel M. Cover, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 223 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage 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 above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, 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, representatives, heirs or assigns.

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

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental taxes that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate payment 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



of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

Robert B. Young [SEAL]  
 ROBERT B. YOUNG  
Emma G. Young [SEAL]  
 EMMA G. YOUNG

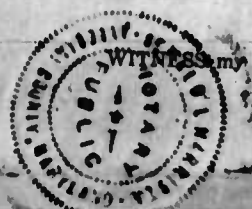
State of Maryland,  
 Allegany County, to-wit:

I hereby certify, That on this 11TH day of DECEMBER

in the year nineteen Hundred and Fifty - three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert B. Young and Emma G. Young, 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 George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



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

George W. Legge  
 Notary Public.

FILED AND RECORDED DECEMBER 14<sup>th</sup> 1953 at 12:15 P.M.  
 PURCHASE MONEY

**This Mortgage**, Made this 11TH day of DECEMBER in the

year Nineteen Hundred and fifty - three - by and between

Leo P. Sirbaugh and Kathryn W. Sirbaugh, his wife,

of Allegany County, in the State of Maryland, partians of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seven Thousand Five Hundred - - - (\$7500.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-seven 38/100 - - - (\$57.38) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that tract, part of tract, piece or parcel of land situate in or near the Town of Ellerslie, in Allegany County, State of Maryland, and particularly described as follows, to-wit:

BEGINNING for the outlines of the same at a stake at the intersection of the Northerly side of Allegany Street (as laid out in Albright's Fourth Addition to Ellerslie) and the Easterly side of Pine Alley extended in a Northerly direction, then with the Easterly side of said Alley extended Northerly, North 6 degrees East 125 feet to a stake on the Southerly side of a 15 foot alley, then with the Southerly side of said Alley, South 70 degrees 5 minutes East 118-6/10 feet to a gate post at the Southeasterly corner of said Alley, then North 44 degrees 22 minutes East 7-5/10 feet to a point in the center of a Run, then down said Run, South 34 degrees 35 minutes East 13<sup>h</sup> feet to a fence post on the Northerly side of the aforesaid Allegany Street standing at a point bearing South 84 degrees East 206-25/100 feet from the beginning and North 19 degrees 38 minutes West 27-7<sup>h</sup>/100 feet from the Northwesterly corner of Lot No. 2 of said Albright's Fourth Addition to Ellerslie, and running then North 84 degrees West 206-25/100 feet to the place of beginning.

The bearings used for Allegany Street and Pine Alley are the original bearings as given in the description of the lots in Albright's Fourth Addition to Ellerslie, and the other bearings are corrected to conform with same. The Plat and description of the Lots in said Addition are recorded among the Land Records of said Allegany County, in Liber No. 69, folio 687, a reference to which is hereby made.

BEING the same property which was conveyed unto the parties of the first part by deed of John R. Brinham and Mary G. Brinham, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage 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 above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagors, their successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, 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, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Thousand Five Hundred 00/100 - - (\$7500.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors' written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

*George W. Legge*

*Leo P. Sirbaugh* [SEAL]  
Leo P. Sirbaugh

*Kathryne W. Sirbaugh* [SEAL]  
Kathryne W. Sirbaugh

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 11th day of December

in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Leo P. Sirbaugh and Kathryne W. Sirbaugh, 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 George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



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

*George W. Legge*  
Notary Public.

H. 2-3

FILED AND RECORDED DECEMBER 14 1953 at 3:20 P.M.

**This Mortgage.** Made this 26TH day of JUNE

in the year Nineteen Hundred and Fifty-three, by and between

Marion T. Powers and Eloise N. Powers, his wife

of Allegheny County, in the State of Maryland

parties of the first part, and

Marie K. Holzahu

of Allegheny County, in the State of Maryland

part Y of the second part, WITNESSETH:

**Witness.** the parties of the first part are indebted unto the party of the second part in the principal sum of \$7500.00 to be repaid with interest at the rate of 6 per cent, computed monthly on unpaid balances, said indebtedness to be amortized by the payment of at least \$60.00 per month on principal and interest the first monthly payment being due and payable on August 1, 1953 and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment to be applied first to the accrued interest and the balance unto the principal, to secure which said principal together with the interest accruing thereon these presents are executed. The parties hereto agree that any balance owing at the end of 10 years from these presents shall be immediately due and payable. The parties of the first part reserve the right to prepay the whole or any part of the indebtedness without premium or fee at any time after the date of these presents.

**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 Marion T. Powers and Eloise N.

Powers, his wife,

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

Marie K. Holzahu, her



heirs and assigns, the following property, to-wit: All that lot, piece or parcel of ground lying and being on the northerly side of Washington Street known and designated as part of Lot No. 55 and whole Lot No. 54 in Reada Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber 82, folio 29, one of the Land Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to wit:

BEGINNING for the same on the northerly side of Washington

Street at the end of the third line of Lot No. 53 in said addition and then reversing said third line of Lot No. 53 in said addition North 13 degrees 12 minutes East 150 feet to the southerly side of Reada Terrace, then with said Terrace North 76 degrees 48 minutes West 71.87 feet, then South 13 degrees 12 minutes West 150 feet to the northerly side of Washington Street, and then with said Street South 76 degrees 48 minutes East 71.87 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Marie K. Holzahu of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

This is a second mortgage and is subject to the lien of the first mortgage from the parties of the first part to the First Federal Savings and Loan Association of Cumberland of even date.

**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 Marion T. Powers and Eloise N. Powers

their heirs, executors, administrators or assigns, do and shall pay to the said

Marie K. Holzahu, her

executor, administrator or assigns, the aforesaid sum of Seven Thousand Five Hundred Dollars

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

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

Marion T. Powers and Eloise N. Powers, his wife

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

Powers, his wife,  
hereby covenant to pay when legally demandable.

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

Marie K. Holzshu, her

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

Marion T. Powers and Eloise N. Powers, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Marion T. Powers and Eloise N. Powers, his wife

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

Seven Thousand Five Hundred - - - (\$ 7500.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:  
Genard L. Hain [SEAL]  
Genard L. Hain [SEAL]  
Marion T. Powers [SEAL]  
Eloise N. Powers [SEAL]

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 26th day of JUNE in the year Nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Marion T. Powers and Eloise N. Powers, his wife and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Marie K. Holzshu,

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.

Genard L. Hain  
Notary Public.

FILED AND RECORDED DECEMBER 14<sup>th</sup> 1953 at 3:20 P.M.

**This Mortgage,** Made this 14<sup>th</sup> day of December

in the year Nineteen Hundred and Fifty - Three, by and between

MARY H. MARPLE and ALBERT L. MARPLE, her husband,

of Allegany County, in the State of Maryland

parties of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Five Thousand and no/100 (\$5,000.00) Dollars, this day loaned the parties of the first part by the party of the second part, and which is to be repaid, with interest at 5% per annum, in payments of not less than Sixty Dollars (\$60.00) per month; said payments to be applied first to interest and the balance to principal. The first of said payments to be due and payable one month from the date hereof, and to continue monthly until the amount of principal and interest is paid in full.

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

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

and assigns, the following property, to-wit:

ALL that lot of ground lying in the City of Cumberland, Allegany County, Maryland, known as Lot No. 38 and part of Lot No. 39 in Fairview Addition to the City of Cumberland, and described in one parcel as follows:

BEGINNING at a point on the West side of Pulaski Street, distant 120 feet in a Northerly direction from the intersection of the North side of Shriver Avenue with the West side of Pulaski Street, and running thence with said Street, North 20 degrees 35 minutes East 45 feet, then North 69 degrees 25 minutes West 100 feet to Sibley Alley, then South 20 degrees 35 minutes West 45 feet to Lot No. 37, then South 69 degrees 25 minutes East 100 feet to the beginning.

IT BEING the same property which was devised unto Mary H. Barnard under the Last Will and Testament of Emma E. Barnard, her mother, which was admitted to probate on March 15, 1938, and is recorded in Wills, Liber 8, page 68, in the office of the Register of Wills for Allegany County. Said Mary H. Barnard having since married Albert L. Marple.

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

Five Thousand and no/100 (\$5,000.00) Dollars

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

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

parties of the first part

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

hereby covenant to pay when legally demandable.

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

and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

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

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

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

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Five Thousand and no/100 (\$5,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire,

to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest: [Signatures of Mary H. Marple and Albert L. Marple with seals]

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 14th day of December

in the year nineteen Hundred and Fifty-three before me, the subscriber,

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

MARY H. MARPLE and ALBERT L. MARPLE, her husband,

and each acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared

John H. Mosner, Cashier of

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

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

[Signature of Notary Public]



FILED AND RECORDED DECEMBER 14<sup>th</sup> 1953 at 3:30 P.M.

VA Form 4-4018 (Home Loan) April 1951, Use optional Supplemental Requirements and on U. S. C. 401 (a). AC applicable to RFO Mortgage Co.

Cumberland, MARYLAND

MORTGAGE

This Mortgage, made this 11th day of December, A. D. 1953, by

John E. Bradburn and Evelyn C. Bradburn, his wife, ... of Allegany County ... in the State of Maryland, hereinafter called the Mortgagor, and The Liberty Trust Company ... a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, being owner of the above premises, is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Four Thousand Dollars (\$ 4,000.00 ), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and One-Half - - per centum ( 4 1/2 % ) per annum until paid, principal and interest being payable at the office of The Liberty Trust Company - - - - - Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagee, in monthly installments of Thirty and 60/100 - - - - - Dollars ( \$ 30.60 ), commencing on the first day of February, 1954, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 1959. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Allegany County - - - - - Maryland, to wit:

All that lot or parcel of land known and designated as Lot No. 18 in Block No. 36 of the Potomac Park Addition, situated on or near River Road (now called McMullen Boulevard) three miles westward of the City of Cumberland, in Allegany County, Maryland, which said lot hereby intended to be conveyed is more particularly described as follows:

BEGINNING at a point on the Easterly side of Avenue O, at the end of the first line of Lot No. 17 and running with said Avenue O, North 24 degrees 01 minute East 45 feet, thence at right angles to said Avenue O, South 65 degrees 59 minutes East 110 feet to a 20-foot alley and with it, South 24 degrees 01 minute West 45 feet to the end of the second line of said Lot No. 17 and reversing said second line, North 65 degrees 59 minutes West 110 feet to the place of beginning.

ALSO, All that lot known as Lot Number 19, Block No. 36 in the Potomac Park Addition to the City of Cumberland, Allegany County, Maryland and described as follows, to-wit:

BEGINNING at a point on the Easterly side of Avenue O at the end of the first line of Lot Number 18 of said Addition and running with said Avenue O, North 24 degrees 1 minute East 45 feet, thence at right angles to said Avenue O, South 65 degrees 59 minutes East 110 feet to a 20-foot alley, and with it, South 24 degrees 1 minute West 45 feet to the end of the second line of said Lot Number 18, and reversing said second line, North 65 degrees 59 minutes West 110 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagor by Charles Richard Cramer, Jr. and wife, by deed dated the 11th day of December, 1953, and to be duly filed for record among the Land Records of Allegany County.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

\* Delete italicized words if Mortgage is not a building and loan association.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, FOREVER IN FEE SIMPLE.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the indebtedness secured hereby; and
(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagee in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for Sixty - - - days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or George R. Hughes, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Witness the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

John E. Bradburn [SEAL]
John E. Bradburn [SEAL]
Evelyn C. Bradburn [SEAL]
Evelyn C. Bradburn [SEAL]
James M. Torley [SEAL]
James M. Torley [SEAL]

STATE OF MARYLAND, ALLEGANY to wit:

I HEREBY CERTIFY, That on this 17th day of December, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared John E. Bradburn and Evelyn C. Bradburn, his wife, the above named Mortgagors, and each acknowledged the foregoing mortgage to be their respective act.

At the same time also personally appeared Charles A. Piper, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year



James M. Torley
Notary Public.

FILED AND RECORDED DECEMBER 14<sup>th</sup> 1953 at 3:30 P.M.
THIS MORTGAGE, Made this 17th day of December, 1953,

by and between Mary E. Henderson, unmarried, of the first part, sometimes hereinafter called the Mortgagor, and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Trustee for Bess R. Buchanan U/T/A dated July 11, 1949, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagor stands indebted unto the Mortgagee in the full and just sum of Ten Hundred Fifty (\$1050.00) Dollars, as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Six per centum (6%) per annum, said interest being payable in quarterly installments 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 on said note to be payable on the 31st day of December, 1953.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Mary E. Henderson, unmarried, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee for Bess R. Buchanan U/T/A dated July 11, 1949, its successors or assigns, the following property, to-wit:

All that lot or parcel of land known and designated as Lot No. 3, Block No. 9 in Potomac Park Addition, situated on or near River Road (now called McMullen Boulevard) three miles Westward of the City of Cumberland, in Allegany County, Maryland, which said lot hereby intended to be conveyed is more particularly described as follows, to-wit:

BEGINNING at a point on the Northerly side of Avenue D, at the end of the first line of Lot No. 2, and running thence with said Avenue D by a curve to the left of 4 degrees 07 minutes 29 seconds for a chord distance of 45 feet, thence with part of the radius of said curve, North 21 degrees 03 minutes 06 seconds West 120 feet to a 20-foot alley, and with it, by a curve to the rights of 4 degrees 30 minutes 54 seconds for a chord distance of 41.1 feet to the end of the second line of said Lot No. 2, and thence reversing said second line, South 19 degrees 11 minutes 44 seconds East 120 feet to the place of beginning.

It being the same property which was conveyed unto the



ssid Mortgagor by The Cumberland Industrial Corporation, et al, by deed dated the 17th day of May, 1939, and recorded in Liber No. 183, folio 635, one 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 above described property unto the said Mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the said Mortgagor, her heirs, executors, administrators or assigns, does and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Ten Hundred Fifty (\$1050.00) 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 her 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 provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagor shall have sixty days after the receipt of said notice, to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its suc-

cessors, 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 then matured or not; and as to the balance, to pay it over to the said Mortgagor, her 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 in 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 Ten Hundred Fifty (\$1050.00) 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, 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 hereto.

WITNESS the hand and seal of the said Mortgagor the day and year above written.

*Mary E. Henderson* (SEAL)  
Mary E. Henderson



WITNESS:

Thomas L. Keech

STATE OF MARYLAND  
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 11th day of December, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Mary E. Henderson, unmarried, and she acknowledged the foregoing Mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, 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 it to make this affidavit.

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



Thomas L. Keech  
Notary Public

FILED AND RECORDED DECEMBER 14<sup>th</sup> 1953 at 3:30 P.M.  
THIS DEED OF PARTIAL RELEASE OF MORTGAGE, Made this 11th day of December, 1953, by Western Maryland Building and Loan Association, a corporation of Allegany County, Maryland,  
WITNESSETH:  
WHEREAS, by Mortgage bearing date February 24, 1953,

and recorded in Liber No. 285, folio 372, one of the Mortgage Records of Allegany County, under the hands and seals of Charles R. Cramer, Jr. and Nettie I. Cramer, his wife, the ground and premises therein described became limited and assured unto the said Western Maryland Building and Loan Association by way of Mortgage, and for the purpose of securing the sum of Eight Thousand (\$8,000.00) Dollars, together with the interest thereon at the rate expressed in said Mortgage, as will more fully appear by reference thereto, and

WHEREAS, the said Mortgagors have made substantial payments unto the said Western Maryland Building and Loan Association on account of said Mortgage debt and the interest thereon accrued, and the said Mortgagors now desire to have a certain parcel of the land included in said Mortgage released from the lien thereof, which said part or parcel is hereinafter described, and the said Western Maryland Building and Loan Association has agreed, in consideration of the payments heretofore made, to release the hereinafter parcels of land.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00), in hand paid, the receipt of which is hereby acknowledged, the said Western Maryland Building and Loan Association does hereby grant and release unto the said Charles R. Cramer, Jr. and Nettie I. Cramer, his wife, All that lot or parcel of land known and designated as Lot No. 18 in Block No. 36 of the Potomac Park Addition, situated on or near River Road (now Called McMullen Boulevard) three miles Westward of the City of Cumberland, in Allegany County, Maryland, which said lot hereby intended to be conveyed is more particularly described as follows:

BEGINNING at a point on the Easterly side of Avenue O, at the end of the first line of Lot No. 17 and running with said Avenue O, North 24 degrees 01 minute East 45 feet, thence at right angles to said Avenue O, South 65 degrees 59 minutes East 110 feet to a 20-foot alley and with it, South 24 degrees 01 minutes West 45 feet to the end of the second line of said Lot No. 17 and reversing said second line, North 65 degrees 59 minutes West 110 feet to the place of beginning.

ALSO: All that lot known as Lot Number 19, Block No. 36 in the Potomac Park Addition to the City of Cumberland, Allegany County, Maryland and described as follows, to-wit:

BEGINNING at a point on the Easterly side of Avenue O at the end of the first line of Lot Number 18 of said Addition and

running with said Avenue O, North 24 degreee 1 minute East 45 feet, thence at right anglea to said Avenue O, South 65 degreee 59 minutea East 110 feet to a 20-foot alley, and with it, South 24 degreee 1 minute West 45 feet to the end of the second line of said Lot Number 18, and reveraing said second line, North 65 degreee 59 minutes West 110 feet to the place of beginning.

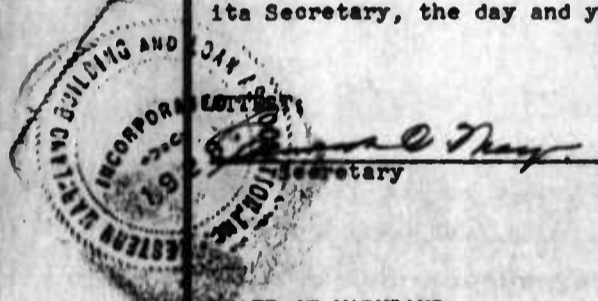
It being the same two lots or parcela of land which were conveyed unto the said Charles R. Cramer, Jr. and Nettie I. Cramer, his wife, by the following deeda from Paul H. Artia and wife; namely, deed dated June 27, 1942 and recorded in Liber No. 193, folio 627 and deed dated May 17, 1944, and recorded in Liber No. 199, folio 438, both of the Land Records of Allegany County.

It being distinctly understood and agreed that this release shall not affect in any way the lien of said Mortgage upon the remaining lots or parcels of ground as included in said Mortgage.

WITNESS the aignature of William R. Caracaden, Vice President of Western Maryland Building and Loan Association, and its corporate seal hereto affixed, all duly atteated to by its Secretary, the day and year above written.

WESTERN MARYLAND BUILDING AND LOAN ASSOCIATION

By W. F. Cassader  
Vice-President



STATE OF MARYLAND  
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 11<sup>th</sup> day of December, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared William R. Caracaden, Vice President of Western Maryland Building and Loan Association, and he acknowledged the foregoing Deed of Partial Release of Mortgage to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal on the day and year above written.

Cathy Ann Davis  
Notary Public



FILED AND RECORDED DECEMBER 14<sup>th</sup> 1953 at 3:30 P.M.  
THIS MORTGAGE, Made this 11<sup>th</sup> day of December, 1953, by

and between Peter J. Carpentl and Theresa C. Carpentl, his wife, of the first part, sometimes hereinafter called the Mortgagors, and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Trustee for Bess R. Buchanan U/T/A dated July 11, 1949, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the Mortgagee in the full and just sum of Sixty-Five Hundred Dollars (\$6500.00), as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Six per centum (6%) per annum, said interest being payable in quarterly installments 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 on said note to be payable on the 3<sup>rd</sup> day of DECEMBER - 1953

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Peter J. Carpentl and Theresa C. Carpentl, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee for Bess R. Buchanan U/T/A dated July 11, 1949, its successors or assigns, the following property, to-wit:

All that lot or parcel of ground situated on the Southeasterly side of Fayette Street, in the City of Cumberland, Allegany County, Maryland, comprising parts of Lots Nos. 57 and 58 in Tusculum Addition to Cumberland and particularly described as follows, to-wit:

BEGINNING for the same on the Southeasterly side of Fayette Street at an iron bar planted at a point distant South 44 degrees and 27 minutes West 34 feet from a cross cut on the Southeasterly side of the concrete sidewalk on the Southeasterly side of Fayette Street, said cross being at the beginning of the lot conveyed by the said W. Milnor Roberts and others to Edmund B. Footer and wife by deed dated March 17, 1925, and recorded in Liber No. 149, folio 703, one of the Land Records of Allegany County, Maryland and running thence with the Southeasterly side of Fayette Street, South 44 degrees and 27 minutes West 30 feet to an iron bar, then South 45 degrees and 45 minutes East 127.14



feet to an iron bar on the Northwesterly side of North Terrace, then with said side of said Terrace, North 41 degrees and 40 minutes East 30.02 feet to an old stake, then North 45 degrees and 45 minutes West 121.68 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by F. Brooke Whiting II, by deed dated the 1st day of November, 1948, and recorded in Liber No. 223, folio 65, one of the Land Records of Allegany County.

Together with the right-of-way or easement in common with the adjoining owners for a driveway all as set forth in the deed above referred to, special reference to which said deed is hereby made for a complete recital thereof.

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 ABOVE DESCRIBED PROPERTY unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs and executors, administrators or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Sixty-Five Hundred Dollars (\$6500.00), together with the interest thereon when and as the same becomes 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.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagors 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 Mortgagors 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 Mortgagors hereby covenant 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 Mortgagors also consent 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 provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagors shall have sixty days after the receipt of said notice, to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors, 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 then matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in 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 Sixty-Five Hundred Dollars (\$6500.00), 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, 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 Mort-

gage 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 hereto.

WITNESS the hands and seals of the said Mortgagors the day and year above written.

WITNESS:

Thomas L. Keach

Peter J. Carpenti (SEAL)  
Peter J. Carpenti

Theresa C. Carpenti (SEAL)  
Theresa C. Carpenti

STATE OF MARYLAND  
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 17th day of December, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Peter J. Carpenti and Theresa C. Carpenti, 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, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, 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.



Peter J. Carpenti  
Notary Public

FILED AND RECORDED DECEMBER 15<sup>th</sup> 1953 at 8:30 A.M.  
PURCHASE MONEY MORTGAGE.

**This Mortgage,** Made this 9th day of December

in the year Nineteen Hundred and Fifty three, by and between H. J. Robinson and Evelyn E. Robinson, his wife, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns, where the context so admits

of Allegany County, in the State of Maryland

part ies of the first part, and THE NATIONAL BANK OF KEYSER, West Virginia, a corporation, hereinafter called Mortgagee, which expression shall include its personal representatives, successors and assigns, where the context so requires or admit,

of Mineral County, in the State of West Virginia

part Y of the second part, WITNESSETH:

**Whereas,** The said Mortgagors now stand indebted unto the said Mortgagee in the full and just sum of ONE THOUSAND THREE HUNDRED (\$1300.00) DOLLARS, as evidenced by their promissory note of even date herewith, payable on demand after date, with interest from date at the rate of Six (6) per cent per annum, and on the face of which note is the following: "A minimum of \$25.00 to be paid on this note each month but notwithstanding the balance due on the note with interest may be called at any time".

**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 H. J. Robinson and Evelyn E. Robinson, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said The National Bank of Keyser, West Virginia, a corporation, its successors, heirs and assigns, the following property, to-wit:

All that certain lot or parcel of land lying in the town of McCoolle, Allegany County, Maryland and described by metes and bounds as follows, to-wit:

BEGINNING at an iron stake in the east boundary line of a road, called Spring Street, second corner of the tract of which this is a part and running thence with a portion of the second line thereof (M.B. 1947) S. 66 deg. 34' East 72 feet to an iron stake in said line and in a line of an alley; thence making division lines S.

19 deg. 06' West 70 feet to another iron stake, thence N. 66 deg. 34' West 72 feet to an iron stake in the Street line first above mentioned; thence with it and the first original line N. 19 deg. 06' East 70 feet to the place of the BEGINNING, containing 0.12 of one acre by calculation.

Being the same real estate conveyed to H.J. Robison and Evelyn E. Robison, his wife, by deed from Lance G. Saunders and Mae H. Saunders, his wife, which is dated the 9th day of December, 1953 and is to be recorded among the land records of Allegany County, Maryland, prior to the recordation of this mortgage, and is subject to the restriction that no intoxicating beverages shall be sold upon the premises hereby conveyed.

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

Provided, that if the said H. J. Robison and Evelyn E. Robison, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said The National Bank of Keyser, West Virginia, a corporation, its successors or assigns, the aforesaid sum of

ONE THOUSAND THREE HUNDRED (\$1300.00) Dollars, in manner and form as hereinbefore provided, and the monthly payments of \$25.00 as herein set forth.

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

H.J. Robison and Evelyn E. Robison, his wife, their heirs

or assigns may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said H.J. Robison and Evelyn E. Robison, his wife,

hereby covenant to pay when legally demandable.

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

and these presents are hereby declared to be made in trust, and the said The National Bank of Keyser, West Virginia, a corporation, its personal representatives,

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

matured or not; and as to the balance, to pay it over to the said H.J. Robison and Evelyn E. Robison, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission

shall be allowed and paid by the mortgagor. representatives, heirs or assigns.

And the said H.J. Robison and Evelyn E. Robison, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its personal representatives, assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Three Hundred - Dollars,

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

Witness, the hand and seal of said mortgagor

Attest:

[Signatures of H.J. Robison and Evelyn E. Robison] [SEAL]

THE NATIONAL BANK OF KEYSER, WEST VIRGINIA [SEAL] a corporation.

BY P.J. Davis [SEAL] P.J. Davis, its Executive Vice Pres.

West Virginia State of Maryland, Mineral Allegany County, In-wit:

I hereby certify, That on this 10th day of December

in the year nineteen Hundred and Fifty three, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared H.J. Robison and Evelyn E. Robison, his wife, being the mortgagors and whose names are signed to the mortgage above bearing date the 9th day of December, 1953

and each acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared P.J. Davis, Executive Vice President of the National Bank of Keyser, West Va., a corporation.

the within named mortgagor, 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.

Commission expires April 15, 1963 [Signature of Notary Public]

FILED AND RECORDED DECEMBER 15<sup>th</sup> 1953 at 9:55 A.M.

**This Mortgage,** Made this fourteenth day of December

in the year Nineteen Hundred and Fifty three, by and between

Kernit K. Wildman and Bernice L. Wildman, husband and wife

of Luke, Allegany County, in the State of Maryland

parties of the first part, and The Citizens National Bank of Westernport,

Maryland, a corporation, organized under the national banking laws

of The United States of America.

of Westernport, Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

**Whereas,**

The parties of the first part are indebted unto the party of the second part in the full and just sum of three thousand dollars ( \$ 3000.00 ) for money lent, which loan is evidenced by the promissory note of the said parties of the first part, of even date herewith, payable on demand with interest to the order of the party of the second part at The Citizens National Bank of Westernport, Maryland in said sum of three thousand dollars. And Whereas, it was agreed between the parties hereto prior to the lending of said money and the giving of said note that this mortgage should be executed.

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

and assigns, the following property, to-wit:

All that certain lot of ground in the town of Luke, in Allegany County, Maryland, situated on the East side of Pratt Street, improved by house No. 414, fronting on said Pratt Street a distance of 24 feet. Being the same lot of ground which was conveyed unto the said parties of the first part herein by deed from The West Virginia Pulp and Paper Company, dated July 12, 1950 and duly recorded in the land records of Allegany County, Maryland on August 15, 1951. To which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.



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

Provided, that if the said parties of the first part, 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 dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

of the first part, their heirs or assigns

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

administrators and assigns

hereby covenant to pay when legally demandable.

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

and these presents are hereby declared to be made in trust, and the said party of the second

part, its successors

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

matured or not; and as to the balance, to pay it over to the said parties of the first part

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

And the said parties of the first part

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

Three thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee its successors or assigns, to the extent of its 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.

In witness, the hand and seal of said mortgagors

Attest:

*Richard Whitworth*

*Kernit K. Wildman* (SEAL)  
Kernit K. Wildman

*Bernice L. Wildman* (SEAL)  
Bernice L. Wildman,

(SEAL)

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this Fourteenth day of December in the year nineteen Hundred and Fifty three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Kermit K. Wildman and Bernice L. Wildman, his wife and each acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Norace P. Whitworth President of The Citizens National Bank of Westernport, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the president of said bank duly authorized to make this affidavit.

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

*Richard Whitworth*  
Notary Public

and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being at the southeasterly intersection of Howard Street and Second Avenue known and designated as Lots 115 and 116, Section C in Cellulose City Addition, Cresaptown, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, folio 49 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

BEGINNING for the same at the southeasterly intersection of Howard Street and Second Avenue, and running then with easterly side of Howard Street South 8 degrees East 50 feet, then North 82 degrees East 100 feet to the westerly side of an alley, then with said alley North 8 degrees West 50 feet to the southerly side of Second Avenue, and then with said Avenue South 82 degrees West 100 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first by deed of Beldian C. Ramsey and Elwanda J. Ramsey, his wife, dated August 5, 1953 which is recorded in Liber 253, folio 91, it also being the same property which was conveyed by quitclaim deed unto the parties of the first part by Andrew R. Douglas et ux of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 925 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said 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

FILED AND RECORDED DECEMBER 15<sup>th</sup> 1953 at 12:05 P.M.

FOR MONEY

**This Mortgage**, Made this 14<sup>th</sup> day of DECEMBER in the

year Nineteen Hundred and fifty three by and between  
Walter H. Cutchall and Loree M. Cutchall, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Two Thousand 00/100 (\$2000.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty 00/100 (\$30.00) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month,



This 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 above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, 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, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand 00/100 - - - (\$2000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

*Walter H. Cutchall* [SEAL]  
*Loree M. Cutchall* [SEAL]  
 Loree M. Cutchall [SEAL]

State of Maryland,  
 Allegany County, to-wit:

I hereby certify, That on this 14TH day of DECEMBER in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Walter H. Cutchall and Loree M. Cutchall, 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 George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



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

*George W. Legge*  
 Notary Public.

FILED AND RECORDED DECEMBER 16<sup>th</sup> 1953 at 2:00 P.M.

PURCHASE MONEY

This Mortgage, Made this 15TH day of DECEMBER in the

year Nineteen Hundred and fifty-three by and between

Ernest S. Lomax and Martha M. Lomax, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Thirteen Thousand Three Hundred 00/100 - - (\$13300.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Eighty-four 19/100 - - (\$84.19) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to



the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

**Now Therefore**, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the northerly side of LaVale Court known and designated as lots 149 and 150 in LaVale Boulevard Court Addition, LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, folio 75 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

**BEGINNING** for the same at a point on the northerly side of LaVale Court said point being at the end of the division line between lots 150 and 151 in said addition and also distant North 48 degrees 20 minutes West 51.6 feet from the intersection of said side of LaVale Court with the Westerly side of Atlantic Avenue and running then with said side of LaVale Court North 48 degrees 20 minutes West 100 feet to the end of the division line between lots 148 and 149 in said addition, then with said division line North 41 degrees 40 minutes East 162.5 feet to the southerly side of Eleanor Street, then with said side of Eleanor Street South 48 degrees 20 minutes East 100 feet to the end of the division line between said lots 150 and 151 and then with said division line South 41 degrees 40 minutes West 162.5 feet to the place of beginning.

**BEING** the same property which was conveyed unto the parties of the first part by deed of Ralph G. Cover and Ethel M. Cover, his wife, of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the repair and improvement of buildings on the mortgaged premises, and any sums of money so

advanced shall be added to the unpaid balance of this indebtedness.

The said 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 above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, 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, representatives, heirs or assigns.

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

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seals of said mortgagors.

Attest:

*[Signature]*

*[Signature]* [SEAL]  
Ernest S. Lowax  
*[Signature]* [SEAL]

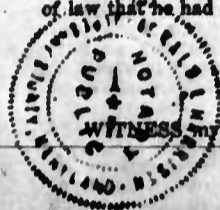
State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 15<sup>TH</sup> day of DECEMBER

in the year nineteen Hundred and Fifty three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Ernest S. Lomax and Martha M. Lomax, 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 George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal this day and year aforesaid.

*George W. Legge*  
Notary Public.

FILED AND RECORDED DECEMBER 17<sup>th</sup> 1953 at 9:10 A.M.

**This Mortgage**, Made this 12<sup>th</sup> day of December, 1953.

by and between EDWARD M. MONAHAN, Widower, and EDWARD M. MONAHAN, Jr., and ROSE F. MONAHAN, his wife

of Allegany County, Maryland, parties of the first part, hereinafter called the "Mortgagor," and **EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG, MARYLAND**, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."



Whereas, the Mortgagor, being a member of said Society, has received therefrom a loan of FIVE HUNDRED AND THIRTY and 00/100 - - - - - DOLLARS (\$530.00), being the balance of the purchase money for the property hereinafter described on his Four and one-thirteenth (4 1/13) SHARES of its stock.

And Whereas, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of Five Dollars and Seventeen Cents

DOLLARS (\$ 5.17 ), on or before the day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And Whereas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

Now Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to-wit:

**FIRST PARCEL:** ALL that lot, piece or parcel of land lying and being in Allegany County, Maryland, situated on the South side of West Union Street in the Town of Frostburg, and more particularly described as follows:

BEGINNING for the same at a point on the said side of the said street where the West side of an Alley eighteen feet wide, which runs between the property herein conveyed and that lot formerly owned by Thomas N. Porter, intersects said side of West Union Street (formerly known as National Turnpike Road) and running thence with said street North forty-one degrees West sixty-six feet, thence Southwardly by a line running parallel with said side of said Alley to the North side of Mechanic Street, formerly called Second Alley, and thence with said side of said Mechanic Street, Eastwardly sixty-six feet to a point where the West side of the Alley aforesaid intersects Mechanic Street, and running thence along the West side of said Alley Northwardly to the place of beginning.

IT being the same property which was conveyed by Grace V. McKenzie, et vir, et al, to Edward M. Monahan and Margaret Monahan, his wife, by deed dated June 28, 1937, and recorded in Deeds Liber 178, folio 270, among the Land Records of Allegany County, Maryland. The said Margaret Monahan departed this life quite some time ago and the entire fee simple interest became vested by operation of law in the said Edward M. Monahan.

**SECOND PARCEL:** The surface of all that tract or parcel of land situate in District #26 of Allegany County, Maryland on the westerly side of the National Road known as U. S. Route #40, about one-eighth mile northerly of the City of Frostburg and more particularly described as follows:

BEGINNING for the herein leased land at a point (Marked by an iron stake) on the westerly bounds of the said National Road, said point bearing South forty-three degrees forty-eight minutes West One Hundred and eleven and one-tenths feet from the southwesterly corner of the Crowe Garage situated on the easterly side of said National Road; the said beginning point being also the point of beginning of a tract of surface land deed in 1952 by the BORDEN MINING COMPANY to Dolmer E. and Verna M. Kloss; thence running with the fourth line of the said Kloss tract, reversed, South seventy-seven degrees thirty-five minutes West One Hundred Fifty feet; thence leaving the lines of the said Kloss tract, and continuing on the same course, South seventy-seven degrees thirty-five minutes West fifty feet; thence, South twelve degrees twenty-five minutes East One Hundred feet; thence, North seventy-seven degrees thirty-five minutes East Two Hundred feet to the said westerly bounds of the said National Road; thence, with the said bounds of said Road, North twelve degrees twenty-five minutes West One Hundred feet to the point of beginning. Courses refer to the magnetic meridian of 1945, and distances are computed to the horizontal. The herein leased land being a parcel of a whole tract patented to the Lessor by the name of Clifton.

IT being the same property which was leased by Borden Mining Company to Edward M. Monahan, Jr., et ux, by lease dated July 10, 1952, and to be recorded among the Land Records of Allegany County, Maryland.

It is understood and agreed by and between the parties hereto that in event of a foreclosure of this mortgage by reason of default thereunder, mortgagee shall have the right and privilege to sell either

or both of the foregoing properties to satisfy the indebtedness hereby secured.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To Have and to Hold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of FIVE HUNDRED THIRTY and 00/100 - - - - - (\$530.00) - - - - - DOLLARS

(\$5.17 ) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

And the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, lease, convey, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

And it is Agreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

And in case of any default being made in any of the payments, covenants or conditions of this Mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, Maryland, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness, the signature s and seal of the parties of the first part on the day and year above written.

WITNESS as to all:

*Fred W. Boettner*

*Edward M. Monahan*  
EDWARD M. MONAHAN

*Edward M. Monahan, Jr.* (SEAL)  
EDWARD M. MONAHAN, JR.

*Rose E. Monahan* (SEAL)  
ROSE E. MONAHAN

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 12<sup>th</sup> day of December, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EDWARD M. MONAHAN and EDWARD M. MONAHAN, JR. and ROSE E. MONAHAN, his wife each the Mortgagor herein, and acknowledged the foregoing instrument of writing to be their respective act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit.



my hand and Notarial Seal.

*William A. Shuck*  
Notary Public.

FILED AND RECORDED DECEMBER 17<sup>th</sup> 1953 at 2:45 P.M.**This Mortgage,** Made this 15th day of

December in the year nineteen hundred and fifty-three, by and between

Leonard Henderson and Helen M. Henderson, 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

Leonard Henderson and Helen M. Henderson, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Thirty-Five Hundred (\$3500.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on DECEMBER 31, 1953

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

Leonard Henderson and Helen M. Henderson, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated on the South side of Braddock Street, a 30-foot width of Street, in LaVale, about 4 1/2 miles West of Cumberland, in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron stake standing on the South side of the said Braddock Street, said stake also stands at the end of the third line of parcel of ground conveyed by Angus H. Burch et al to Kathryn M. Buckler by deed dated September 30, 1930, and recorded in Liber No. 166, folio 182, one of the Land Records of Allegany County, and continuing thence reversing the said third line, and with the same extended, South 47 degrees 40 minutes East 160 feet to a stake, thence parallel to the second line of the said Buckler parcel of ground, but in a reverse direction, South 42 degrees 20 minutes West 36 feet to the Northeast side of Burkhardt Street 27-8/10 feet wide, thence with the Northeast side of Burkhardt Street, South 47 degrees 40 minutes East 202-64/100 feet to a locust stake, thence at right angles to Burkhardt Street, North 42 degrees 20 minutes East 136 feet to a stake, thence at right angles to the last named line, and parallel to Burkhardt Street, North 47 degrees 40 minutes West 362-64/100 feet to an iron stake standing on the Southeast side of Braddock Street, thence with the Southeast side of Braddock Street, South 42 degrees 20 minutes West 100 feet to the beginning, containing one acre, more or less.

It being the same property which was conveyed unto the said Mortgagors by Dayton Long Murphy, et al, by deed dated the 29th day of April, 1948, and recorded in Liber No. 220, folio 264, one 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 Thirty-Five Hundred (\$3500.00) 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 WHEREAS, THIS Mortgage shall also secure as of the date hereof, future advances made at the Mortgagor's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgage property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

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

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

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

Thirty-Five Hundred (\$3500.00) - - - - - 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: Leonard Henderson (SEAL)  
Leonard Henderson

Thomas L. Keech Helen M. Henderson (SEAL)  
Helen M. Henderson

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 15th day of December in the year nineteen hundred and fifty-three before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Leonard Henderson and Helen M. Henderson, 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 written.



Lewis A. Siskler  
Notary Public

FILED AND RECORDED DECEMBER 17<sup>th</sup> 1953 at 12:55 P.M.

PURCHASE MONEY

This Mortgage, Made this 16th day of DECEMBER in the year Nineteen Hundred and fifty-three by and between H. Nelson Sellers, Jr. and Mary C. Sellers, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Ten Thousand Three Hundred Fifty 00/100 Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Seventy-nine 18/100 (\$79.18) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground situated, lying and being along the southerly side of Bedford Street, Extended, in the City of Cumberland, Allegany County and State of Maryland and being Lot No. 96 and the Southerly one-half of Lot No. 97 in Schlund's Addition to the City of Cumberland, Allegany County, Maryland and which said Lot No. 96 and the southerly one-half of lot No. 97 are described as follows, to-wit:

BEGINNING for the same at a point on the Southerly side of Bedford Street, Extended, said point being distant 75 feet measured in a Southerly direction along the Southerly side of Bedford Street, Extended, from the end of the first line of the property conveyed by Walter F. Schlund et al., Executors to Michael F. McGee et ux, by deed dated April 20, 1940 and recorded in Liber No. 187, folio 130, one of the Land Records of Allegany County, Maryland, and running then along and with the southerly side of Bedford Street, Extended, South 49 degrees 50 minutes West 75 feet then at right angles to the southerly side of Bedford Street, Extended, South 40 degrees 10 minutes East 200 feet, then parallel to Bedford Street, Extended, North 49 degrees 50 minutes East 75 feet, then North 40 degrees 10 minutes West 200 feet to the place of beginning. Surveyed by William Rice, April, 1944.

BEING the same property which was conveyed unto the parties of the first part by deed of Raymond H. Lepp and Edna Mae Lepp, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 823 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage 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 above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, 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, representatives, heirs or assigns.

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

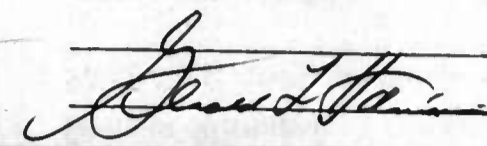
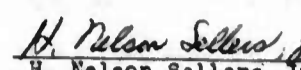
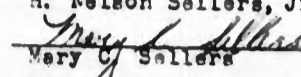
And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors' written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after

default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

  [SEAL]  
H. Nelson Sellers, Jr.  
 [SEAL]  
Mary C. Sellers

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 16th day of DECEMBER

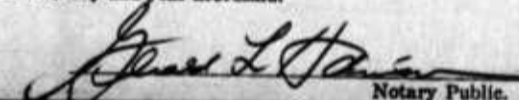
in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

H. Nelson Sellers, Jr. and Mary C. Seller, 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 George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



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

  
Notary Public.

FILED AND RECORDED DECEMBER 18<sup>th</sup> 1953 at 10:25 A.M.

This Mortgage, Made this 18th day of December in the year

nineteen hundred and fifty three

by and between JOHN F.

LEEDY AND MAE ELIZABETH LEEDY, his wife,

of Allegany County,

State of Maryland, part 1st of the first part, Mortgagor(s) and

The Western Maryland Investment Company

a corporation duly incorporated under the laws of the State of Maryland, party of the second part, Mortgagee. and PATRICK E. KEAN, widower, of Allegany County, Maryland, party of the third part

Whereas, the said Mortgagee has this day loaned to the said Mortgagor(s), the sum of \$ **Three Thousand, Five Hundred and 00/100** - - - - - Dollars (\$3,500.00 ) being the balance of the purchase money for the property hereinafter described,

And Whereas, the said Mortgagor(s) agree(s) to repay to the Mortgagee the sum so loaned with interest thereon at the rate of **four and one-half** per centum (  $4\frac{1}{2}\%$  ) per annum, in the following manner:

By the payment of **FIFTY AND 00/100** - - - - - ( \$50.00 ) plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other charges and assessments on or before the first day of each and every month from the date hereon, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of all taxes, water rents, assessments or charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described property;

SECOND: To the payment of interest;

THIRD: Towards the payment of the aforesaid principal sum.

And Whereas said Mortgagor(s), their heirs, personal representatives and assigns, shall have the privilege of prepaying the mortgage debt hereby secured with all interest and other charges at any time before maturity thereof and before default, provided that as a consideration for the acceptance of such prepayment within four years from the date hereof, the mortgagor(s) shall pay an additional sum of one per centum (1%) of the balance due if prepayment is made within one year, an additional sum of three-fourths of one per centum (¾%) of the balance due if prepayment is made within two years, an additional sum of one-half of one per centum (½%) of the balance due if prepayment is made within three years, or an additional sum of one-fourth of one per centum (¼%) of the balance due if prepayment is made within four years.

And Whereas, this mortgage shall also secure future advances as provided by Article 66 Section 2 of the Public General Laws of Maryland or any supplement or amendment thereof.

And Whereas, the due execution of this mortgage was a condition precedent to the making of said loan.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of One Dollar, the Mortgagor(s) hereby grant(s), convey(s) and assign(s) unto THE WESTERN MARYLAND INVESTMENT COMPANY, its successors and assigns.

ALL those piece(s) or parcel(s) of ground situated and lying in Allegany County, State of Maryland, described as follows:

ALL those pieces or parcels of land lying on the Southerly side of Beall Street in the City of Cumberland, Maryland, which are described as follows:

FIRST: Beginning at a point at the intersection of the Southerly side of Beall Street with the Easterly side of Lee Street and running thence with said Southerly side of Beall Street, as referred to the true meridian established in Riverside Park by the United States Geological Survey, South 82 degree 50 minutes East 46 feet and 6 inches; thence parallel to Lee Street South 7 degrees 30 minutes West 87 feet to a division fence; thence with said division fence and parallel to Beall Street, North 82 degree 50 minutes West 46 feet and 6 inches to the Easterly side of Lee Street, and thence with the Easterly side of Lee Street North 7 degrees 30 minutes East 87 feet to the beginning.

SECOND: Beginning at a point on the Southerly side of Beall Street distant Eastwardly along said Street 46 feet 6 inches from the intersection of the Southerly side of Beall Street with the Easterly side of Lee Street and running thence with Beall Street, as referred to the true meridian South 82 degree 50 minutes East 25 feet to the beginning point of the lot conveyed to George P. Geatz by John W. Kuhn, et al, by Deed dated November 14, 1907, and recorded in Liber No. 102, folio 324 of said Land Records, thence parallel to Lee Street South 7 degrees 30 minutes West 87 feet, thence parallel to Beall Street North 82 degree 50 minutes West 25 feet, thence parallel to Lee Street North 7 degrees 30 minutes East 87 feet to the place of beginning.

It being the same property conveyed to the parties of the first part by Patrick E. Kean, widower, by deed dated the 10th day of July, 1951, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 234, folio 436.

And the said Patrick E. Kean, widower, party of the third part, in consideration of One (\$1.00) Dollar in hand paid, hereby joins in this mortgage for the sole purpose of releasing his lien upon said property, being a life estate in a room in the house on the same and maintenance and support for life; so far as said lien pertains to the second party as mortgagee.

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises, with the improvements and appurtenances aforesaid, unto the said Mortgagee, its successors and assigns, in fee-simple.



PROVIDED, that if said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all the covenants herein mentioned shall be performed, then this mortgage shall be void.

AND the said Mortgagor(s) covenant(s) with the said Mortgagee, its successors and assigns, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy or policies to the Mortgagee.

III. Not to remove or demolish any buildings now on the premises without the consent of the Mortgagee, and to keep the improvements in as good order and repair as at the present time.

IV. To pay all taxes, water rent, ground rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable, when payable; the Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the same rate as hereinbefore set forth for the principal sum per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That upon any default in any of the covenants of this mortgage, and without regard to the adequacy of any security for the debt, the Mortgagee shall be entitled, without notice to the Mortgagor(s) to the immediate appointment of a receiver of said property to collect the rents and profits of said property; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the Mortgagee as additional security.

VI. That should the title to the herein mortgaged property be acquired by any person or corporation other than the Mortgagor(s) by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee. No acceptance of payments from or on behalf of any person or corporation other than the mortgagor(s) shall operate as a waiver of such written consent and any expense incident to such consent shall be paid by the mortgagor(s).

VII. That the whole of said mortgage debt intended to be secured shall become due and demandable in the event that any three of the monthly installments remain unpaid for more than thirty (30) days, or after default in the performance of any of the foregoing covenants and conditions shall have continued for thirty days.

AND it is agreed that until default is made (but not thereafter) the said Mortgagor(s), his, her or their heirs, personal representatives, successor and assigns may retain possession of the mortgaged property.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place only after a default in any of the covenants or conditions of this mortgage, as herein provided),

AND the said Mortgagor(s) hereby also authorize(s) the said mortgagee, its successors or assigns, or **Walter C. Capper** Its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property

AND any sale of said property, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows:

FIRST: To the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed trustees for making sale of similar property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than Fifty Dollars;

SECOND: To the payment of all claims of the said Mortgagee, its successors and assigns, under this mortgage, whether the same shall have matured or not;

THIRD: The balance, if any, to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomsoever may be entitled to the same.

AND in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof, the Mortgagor(s), his, her or their heirs, personal representatives, successors or assigns, shall pay all such expenses and costs as shall have been incurred incident to the proceedings for foreclosure and one-half of the commissions which would be allowable as aforesaid upon the amount due on said debt.

AND the said Mortgagor(s) covenant(s) to warrant specially the property hereby mortgaged, and to execute such further assurances thereof as may be requisite.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

WITNESSES:

*Eula Cook*

*John F. Leedy* [SEAL]  
John F. Leedy

*Mar Elizabeth Leedy* [SEAL]  
Mar Elizabeth Leedy

*Patrick E. Kean* (SEAL)  
Patrick E. Kean

STATE OF MARYLAND,

I HEREBY CERTIFY, that on this

To Wit:

10th day of December

In the year

nineteen hundred and fifty three before me, the subscriber, a Notary Public of the State of Maryland  
in and for  
Elizabeth Leedy, his wife,  
Patrick E. Keah, widower,  
and each acknowledged the foregoing mortgage to be their  
act.  
At the same time also personally appeared Walter C. Capper Agent  
of the above named Mortgage and made oath in due form of law that the consideration set forth in said mortgage is  
true and that he is the agent of the Mortgagee.  
Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.



*Walter C. Capper*  
Notary Public.

All that lot, piece or parcel of ground lying and being  
on the southeasterly side of Central Avenue in the City of Cumber-  
land, Allegany County, Maryland, which is more particularly de-  
scribed as follows, to-wit:

BEGINNING for the same at the intersection of the south-  
easterly side of Central Avenue with the northerly side of an alley  
said beginning point being also distant 12 feet measured in a  
northeasterly direction along the southeasterly side of Central  
Avenue from the end of the first line of Lot "E" as described in the  
deed from Milton U. Bittinger et ux to John W. Bove dated April 4,  
1922 which is recorded in Liber 140, folio 177 one of the Lend Records  
of Allegany County, Maryland, (Plat Liber 99, folio 258 Allegany  
County Land Records) and running then with the southeasterly side of  
Central Avenue North 45 degrees 34 minutes East 25 feet, then at  
right angles to Central Avenue South 44 degrees 26 minutes East 64.5  
feet to the line dividing the within conveyed property from the  
property conveyed unto John E. Stottlemeyer et ux by Harold A. Probst  
et ux which is recorded in Liber 249, folio 568 one of the Lend Records  
of Allegany County, Maryland, then with said dividing line South 42  
degrees 15 minutes West 24.3 feet to the northeasterly side of said  
alley, and then with said alley North 45 degrees 11 minutes West  
66.81 feet to the place of beginning.

BEING the same property which was conveyed unto the parties  
of the first part by deed of Harold A. Probst and Marian P. Probst,  
his wife, of even date, which is intended to be recorded among the  
Lend Records of Allegany County, Maryland, simultaneously with the  
recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at  
the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the ag-  
gregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt  
exceed the original amount hereof provided, the full amount of any such advance is used for pay-  
ing the costs of any repairs, alterations or improvements to the mortgaged property as provided  
in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any  
amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the  
payment of premiums on any Health and-Accident Insurance policy assigned to the Mortgagee or  
wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional colla-  
teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid bal-  
ance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the  
payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the  
Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this  
indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this  
indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or  
at any time on said premises, and every part thereof, in good repair and condition, so that the  
same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from  
time to time make or cause to be made all needful and proper replacements, repairs, renewals, and  
improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the  
repair and improvement of buildings on the mortgaged premises, and any sums of money so  
advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mort-  
gagee 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

1ST- MT 9

FILED AND RECORDED DECEMBER 18<sup>th</sup> 1953 at 12:05 P.M.  
PURCHASE MONEY

This Mortgage, Made this 17<sup>th</sup> day of DECEMBER in the  
year Nineteen Hundred and fifty-three by and between  
Kenneth B. Twigg and Mary B. Twigg, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-  
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body  
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-  
land, party of the second part, hereinafter called mortgagee.

## WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of  
Two Thousand Seven Hundred 00/100 -- (\$2700.00) -- -- Dollars,  
which said sum the mortgagors agree to repay in installments with interest thereon from  
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-two 08/100 -- (\$22.08) -- -- Dollars  
on or before the first day of each and every month from the date hereof, until the whole of said  
principal sum and interest shall be paid, which interest shall be computed by the calendar month,  
and the said installment payment may be applied by the mortgagee in the following order: (1) to  
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges  
of every nature and description, ground rent, fire and tornado insurance premiums and other  
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-  
said 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 its maturity thereof,  
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,  
renew and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-  
ing described property, to-wit:



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 above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, 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, representatives, heirs or assigns.

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

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforesaid covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

*George W. Legge*  
*Kenneth R. Twigg* [SEAL]  
*Mary B. Twigg* [SEAL]  
 [SEAL]

State of Maryland,  
 Allegany County, to-wit:

I hereby certify, That on this 17th day of DECEMBER

in the year nineteen Hundred and Fifty three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Kenneth R. Twigg and Mary B. Twigg, 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 George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Hand and Notarial Seal the day and year aforesaid.

*George W. Legge*  
 Notary Public.

FILED AND RECORDED DECEMBER 18<sup>th</sup> 1953 at 9:00 A.M.

PURCHASE MONEY

This Mortgage, Made this 17th day of December  
 in the year Nineteen Hundred and fifty-three by and between

HAROLD E. MEYERS and HELEN M. MEYERS, his wife, and

HERBERT MAYNARD ERICHSEN and LAURA BLANCH ERICHSEN, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and

IRVING MILLENSON

of Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Witness, the parties of the first part are indebted unto the party of the second part in the full and just sum of Fifty-seven Hundred Dollars (\$5700.00) this day loaned the parties of the first part by the party of the second part,

which said sum is to be repaid with interest thereon at the rate of 6% per annum in monthly installments of \$63.29 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, In consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part~~ies~~ of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part~~y~~ of the second part, his heirs and assigns, the following property, to-wit:

**FIRST PARCEL:** ALL those two lots or parcels of ground situated on the South side of Humbird Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Numbers Two Hundred and Ninety-four and Two Hundred and Ninety-five on the plat of the Humbird Land and Improvement Company, and particularly described together as follows:

**BEGINNING** on the south side of Humbird Street at the end of the first line of Lot Number 293, on said plat, and running thence with said Humbird Street, South fifty-three and one-half degrees East sixty feet; then South thirty-six and one-half degrees West one hundred twenty-five feet to an alley, and with it, North fifty-three and one-half degrees West sixty feet to the end of the second line of said Lot Number 293, and with it reversed, North thirty-six and one-half degrees East one hundred twenty-five feet to the place of beginning.

IT being the same property which was conveyed by The Trustees of the Agur Chapel Methodist Episcopal Church South of Cumberland, Allegany County, Maryland, et al, to Harold E. Meyers et ux by deed dated December 17<sup>th</sup>, 1933, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

**SECOND PARCEL:** ALL those lots, pieces or parcels of land lying and being in Cumberland, Allegany County, Maryland, and known as Lots Nos. 576, 577 and part of Lot No. 578 on the plat of the Humbird Land and Improvement Company's Addition to Cumberland, Maryland, which said property was conveyed to Herbert Maynard Erichsen et ux by two deeds, the first of which is from Homer V. Boone and dated May 23, 1946, and recorded in Deeds Liber 209, folio 484 and the second from John W. Boone and dated May 23, 1946, and recorded in Deeds Liber 209, folio 583, both of which deeds are duly recorded among the Land Records of Allegany County, Maryland, reference to which deeds is hereby specifically made for a more particular description of the property therein described and conveyed.

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

Provided, that if the said part~~ies~~ of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part~~y~~ of the second part, his executor, administrator or assigns, the aforesaid sum of

- - - Fifty-seven Hundred Dollars - - - - - (\$5700.00) 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 part~~ies~~ 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 part~~ies~~ 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 part~~y~~ of the second part, his heirs, executors, administrators and assigns, or

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

And the said part~~ies~~ of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-seven Hundred - - - - - (\$5700.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: as to all:

*Winifred A. Bigler*  
*Harold E. Meyers* [Seal]  
HAROLD E. MEYERS  
*Helen M. Meyers* [Seal]  
HELEN M. MEYERS  
*Herbert Maynard Erichsen* [Seal]  
HERBERT MAYNARD ERICHSEN  
*Laura Blanch Erichsen* [Seal]  
LAURA BLANCH ERICHSEN

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 17th day of December in the year nineteen hundred and fifty-three, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Harold E. Meyers and Helen M. Meyers, his wife, and Herbert Maynard Erichsen and Laura Blanch Erichsen, his wife, and they acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared

Irving Millenson  
the within named mortgagee and made oath in due form of law, that the consideration in said

which said sum is to be repaid with interest thereon at the rate of 6% per annum in monthly installments of \$63.29 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part<sup>ies</sup> of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part<sup>y</sup> of the second part, his heirs and assigns, the following property, to-wit:

**FIRST PARCEL:** ALL those two lots or parcels of ground situated on the South side of Humbird Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Numbers Two Hundred and Ninety-four and Two Hundred and Ninety-five on the plat of the Humbird Land and Improvement Company, and particularly described together as follows:

**BEGINNING** on the south side of Humbird Street at the end of the first line of Lot Number 293, on said plat, and running thence with said Humbird Street, South fifty-three and one-half degrees East sixty feet; then South thirty-six and one-half degrees West one hundred twenty-five feet to an alley, and with it, North fifty-three and one-half degrees West sixty feet to the end of the second line of said Lot Number 293, and with it reversed, North thirty-six and one-half degrees East one hundred twenty-five feet to the place of beginning.

IT being the same property which was conveyed by The Trustees of the Agur Chapel Methodist Episcopal Church South of Cumberland, Allegany County, Maryland, et al, to Harold E. Meyers et ux by deed dated December 17<sup>th</sup>, 1933, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

**SECOND PARCEL:** ALL those lots, pieces or parcels of land lying and being in Cumberland, Allegany County, Maryland, and known as Lots Nos. 576, 577 and part of Lot No. 578 on the plat of the Humbird Land and Improvement Company's Addition to Cumberland, Maryland, which said property was conveyed to Herbert Maynard Erichsen et ux by two deeds, the first of which is from Homer V. Boone and dated May 23, 1946, and recorded in Deeds Liber 209, folio 484 and the second from John W. Boone and dated May 23, 1946, and recorded in Deeds Liber 209, folio 583, both of which deeds are duly recorded among the Land Records of Allegany County, Maryland, reference to which deeds is hereby specifically made for a more particular description of the property therein described and conveyed.

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

Provided, that if the said part<sup>ies</sup> of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part<sup>y</sup> of the second part, his executor, administrator or assigns, the aforesaid sum of

- - - Fifty-seven Hundred Dollars - - - - - (\$5700.00) 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 part<sup>ies</sup> 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 part<sup>ies</sup> 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 part<sup>y</sup> of the second part, his heirs, executors, administrators and assigns, or

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

And the said part<sup>ies</sup> of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-seven Hundred - - - - - (\$5700.00) - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: as to all:

*Winifred A. Bigler*  
*Harold E. Meyers* [Seal]  
HAROLD E. MEYERS  
*Helen M. Meyers* [Seal]  
HELEN M. MEYERS  
*Herbert Maynard Erichsen* [Seal]  
HERBERT MAYNARD ERICHSEN  
*Laura Blanch Erichsen* [Seal]  
LAURA BLANCH ERICHSEN

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 17th day of December in the year nineteen hundred and fifty-three, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Harold E. Meyers and Helen M. Meyers, his wife, and Herbert Maynard Erichsen and Laura Blanch Erichsen, his wife, and they acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared

Irving Millenson  
the within named mortgagor and made oath in due form of law, that the consideration in said

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



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

*Winifred A. Begler*  
Notary Public

*Record Second. 2ND MTG.*

FILED AND RECORDED DECEMBER 18<sup>th</sup> 1953 at 12:05 P.M.  
PURCHASE MONEY

**This Mortgage**, Made this 17<sup>TH</sup> day of DECEMBER

in the year Nineteen Hundred and Fifty-three, by and between

Kenneth R. Twigg and Mary B. Twigg, his wife,

of Allegheny County, in the State of Maryland

parties of the first part, and

Harold A. Probat and Marian P. Probat, his wife,

of MARSA County, in the State of PENNSYLVANIA

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the parties of the second part in the sum of \$900.00 to be repaid with interest at the rate of 6 per cent per annum computed monthly on unpaid balances, together with the interest accruing thereon to be amortized by the payment of \$11.51 monthly, the first monthly payment being due one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment to be applied to the accrued interest and the balance unto the principal, to secure which said principal together with the interest accruing thereon these presents are executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, the said KENNETH R. TWIGG and Mary

B. Twigg, his wife,

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

Harold A. Probat and Marian P. Probat, his wife, their

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

All that lot, piece or parcel of ground lying and being on the southeasterly side of Central Avenue in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the southeasterly side of Central Avenue with the northerly side of an alley said beginning point being also distant 12 feet measured in a northeasterly direction along the southeasterly side of Central Avenue from the end of the first line of Lot "E" as described in the deed from Milton U. Bittinger et ux to John W. Bove dated April 4, 1922 which is recorded in Liber 180, folio 177 one of the Land Records of Allegany County, Maryland, (Plat Liber 99, folio 258, Allegany County Land Records) and running then with the southeasterly side of Central

Avenue North 45 degrees 34 minutes East 25 feet, then at right angles to Central Avenue South 44 degrees 26 minutes East 64.5 feet to the line dividing the within conveyed property from the property conveyed unto John E. Stottlemayer et ux by Harold A. Probat et ux which is recorded in Liber 249, folio 568 one of the Land Records of Allegany County, Maryland, then with said dividing line South 42 degrees 15 minutes West 24.3 feet to the northeasterly side of said alley, and then with said alley North 45 degrees 11 minutes West 66.81 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Harold A. Probat and Marian P. Probat, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, just prior to the recording of these presents.

This is a second mortgage and is subject to the lien of the first mortgage executed by the parties of the first part to the First Federal Savings and Loan Association of Cumberland of even date, which is intended to be recorded among the Mortgage Records of Allegany County, Maryland, just prior to the recording of these presents.

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

Provided, that if the said Kenneth R. Twigg and Mary B. Twigg, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Harold A. Probat and Marian P. Probat, his wife, their heirs, executor, administrator or assigns, the aforesaid sum of

Nine Hundred 00/100 - - (\$900.00) Dollars

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

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

Kenneth R. Twigg and Mary B. Twigg, his wife,

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

Twigg, his wife, hereby covenant to pay when legally demandable.

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

and these presents are hereby declared to be made in trust, and the said Harold A.

Probat and Marian P. Probat, his wife, their

heirs, executors, administrators and assigns, or Harry I. Stagnauer,  
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any  
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,  
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs  
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty  
days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-  
berland, 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 Kenneth R. Twigg  
and Mary B. Twigg, his wife, their heirs or assigns, and  
in case of advertisement under the above power but no sale, one-half of the above commission  
shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said Kenneth R. Twigg and Mary B. Twigg, his wife,

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

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

Nine Hundred (\$900.00) ----- Dollars,

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

Witness, the hand and seal of said mortgagors.

Attest:

George L. Stain Kenneth R. Twigg [SEAL]  
Eugene P. Neighbour Mary B. Twigg [SEAL]  
Harold Schriver [SEAL]  
Marian P. Probat [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 17TH day of DECEMBER

in the year nineteen Hundred and Fifty-three, before me, the subscriber,

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

Kenneth R. Twigg and Mary B. Twigg, his wife,

and they acknowledged the foregoing mortgage to be their

act and deed; ~~and that the same should be recorded in the public records of said County, Maryland, and that the consideration for said~~

~~that the same should be recorded in the public records of said County, Maryland, and that the consideration for said~~

~~that the same should be recorded in the public records of said County, Maryland, and that the consideration for said~~



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

George L. Stain  
Notary Public.

STATE OF ~~Ohio~~ <sup>Pennsylvania</sup>  
COUNTY OF Mercer



I, HEREBY CERTIFY, that on this 12th day of December,  
before me, the subscriber, a Notary Public of the State of  
and for said County, personally appeared Harold A. Probat  
P. Probat, his wife, the within named mortgagees and  
in due form of law, that the consideration in said  
is true and bona fide as therein set forth.

WITNESS my hand and notarial seal the day and year aforesaid.  
My Commission Expires \_\_\_\_\_  
Eugene P. Neighbour  
Notary Public

FILED AND RECORDED DECEMBER 18<sup>th</sup> 1953 at 9:00 A.M.

THIS DEED OF PARTIAL RELEASE OF MORTGAGE, Made this

31<sup>st</sup> day of March, 1953, by and between the WESTERN MARYLAND  
BUILDING & LOAN ASSOCIATION, INCORPORATED, a corporation duly in-  
corporated under the Laws of the State of Maryland, of Allegany County, Mary-  
land, party of the first part, and MARK A. SCHRIVER and GERTRUDE V.  
SCHRIVER, his wife, of Allegany County, Maryland, parties of the second  
part.

WITNESSETH:

WHEREAS, the parties of the second part hereto by a certain mort-  
gage to the party of the first part herein which is dated August 16, 1951, and  
recorded in Mortgage Liber 248, folio 193 among the Mortgage Records of  
Allegany County, Maryland, mortgaged certain property located in Allegany  
County, Maryland, of which the hereinafter described and conveyed property  
is a part, unto the said party of the first part to secure an indebtedness of  
Five Thousand Dollars (\$5,000.00), and

WHEREAS, the parties of the second part herein have requested  
the party of the first part to release the lien of the aforementioned mortgage  
insofar as the hereinafter described property is concerned.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the party of the first part does hereby give, grant, bargain and sell, release, convey and confirm unto the said parties of the second part, their heirs and assigns,

ALL those lots, pieces or parcels of ground lying and being in Cumberland, Allegany County, Maryland, and known as Lots Nos. 19, 20, 21, 22, 23, 24, 25, and 26, of Block No. 4 of Fort Hill Addition, a plat of which is recorded in Plat Case Box No. 58 among the Land Records of Allegany County, Maryland, which were conveyed by Sidney D. Phillips, et ux, to Mark A. Schriver, by two deeds, the first of which is dated May 13, 1946, and recorded in Deeds Liber 211, folio 280, and the second, which is dated October 1, 1946, and recorded in Deeds Liber 212, folio 197, both of which deeds are recorded among the Land Records of Allegany County, Maryland, reference to which is hereby specifically made for a more complete and particular description of said property.

IT being "Third Parcel" as described and conveyed in the aforementioned mortgage from Mark A. Schriver et ux to the party of the first part herein.

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

TO HAVE AND TO HOLD the above granted property unto the parties of the second part herein forever in fee simple in the same manner as if said mortgage had never been executed, however, it is understood and agreed that said mortgage shall remain as a valid lien against all other property described and conveyed therein.

IN WITNESS WHEREOF, the Western Maryland Building & Loan Association, Incorporated, has caused these presents to be signed by its Vice-President, and its corporate seal to be affixed hereto, duly attested by its Secretary, the day and year first above written.

WESTERN MARYLAND BUILDING & LOAN,  
ASSOCIATION, INCORPORATED  
By W. R. Carscaden  
WILLIAM R. CARSCADEN,  
Vice President



STATE OF MARYLAND,  
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 31<sup>st</sup> day of March, 1953 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William R. Carscaden, Vice President of the Western Maryland Building & Loan Association, Incorporated, and acknowledged the foregoing deed of partial release of mortgage to be the act and deed of said Association; and the said William R. Carscaden further made oath that he is the Vice President and agent of the within named Association and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year above written.

Patty Ann Davis  
Notary Public

FILED AND RECORDED DECEMBER 21<sup>st</sup> 1953 at 2:45 P.M.

**This Mortgage**, Made this 19<sup>th</sup> day of December in the year Nineteen Hundred and Fifty-Three, by and between Charles W. Davy Sr. and J. Alverta Davy, his wife and Charles W. Davy, Jr. and Georgia L. Davy, his wife

of Allegany County County, in the State of Maryland parties of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said parties of the first part

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just and full sum of Five Thousand and no/100 Dollars (\$5000.00), to be paid with interest at the rate of Six per cent (6%) per annum, to be computed monthly on unpaid balances, in payments of at least Forty and no/100 Dollars (\$40.00) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accrued thereon, is paid in full, to secure which said principal, together with the interest accruing thereon, these presents are made.



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, 1946, 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, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit: All that lot, piece or parcel of land situated, lying and being on the Oldtown Road, in Allegany County, Maryland, near the City of Cumberland, Maryland, and being more particularly described follows; BEGINNING for the same at the point on the northern side of the Oldtown Road at the southeastern end of the lot purchased from Harrison Swartzwelder, by deed dated the 5th day of December 1906, and running back with the western side of Laing's Lane 125 feet, then parallel with the Oldtown Road in a westerly direction 30 feet, then parallel with the western side of Laing's Lane 125 feet to the Oldtown Road, then with the northern side of the Oldtown Road 30 feet to the beginning.

ALSO, all that following piece and parcel of land situated and lying in the Oldtown Road Section in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows:

BEGINNING at a point at the end of the first line described in the deed of Nora Hewitt, recorded in Liber 103, folio 399, of the Land Records of Allegany County, Maryland and running thence North 29 degrees 20 minutes East 4.07 feet to an alley; thence with the southerly side of said alley 30 feet; thence South 29 degrees 20 minutes West 7.05 feet; and thence South 52 degrees 55 minutes East 30 feet to the place of beginning.

It being the same property which was conveyed to Charles W. Davy Sr. and Charles W. Davy, Jr. by Clyde McLane Wilson and June Y. Wilson, his wife by deed dated the 27th day of October, 1948 and recorded in Liber 223 folio 90, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances therunto 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 CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Five Thousand and no/100-----Dollars (\$5000.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

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

hereby covenant to pay when legally demandable.

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

F. BROOKE WHITING

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs

or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

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

And the said parties of the first part

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

----- Five Thousand and no/100-----Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest:

Ethel McCarty  
Ethel McCarty  
Ethel McCarty

Charles W. Davy Sr. [SEAL]  
Charles W. Davy Sr.  
J. Alverta Davy [SEAL]  
Charles W. Davy Jr. [SEAL]  
Georgia L. Davy [SEAL]  
Georgia L. Davy.

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this: 19th day of December

in the year nineteen Hundred and Fifty-Three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles W. Davy, Sr. and J. Alverta Davy, his wife and Charles W. Davy, Jr. and Georgia L. Davy, his wife

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared MARCUS A. NAUGHTON Vice President and an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland.

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

----- further made oath in due form of law that he is President and agent, of the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, and duly authorized to make this affidavit.

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



Ethel McCarty  
Ethel McCarty, Notary Public.

FILED AND RECORDED DECEMBER 21<sup>st</sup> 1953 at 1:45 P.M.

**This Mortgage,** Made this 19<sup>th</sup> day of December,

in the year Nineteen Hundred and Fifty Three, by and between

Charles E. Barnard, divorced,

of Allegheny County, in the State of Maryland

party of the first part, and

Edward A. Keeney and May V. Keeney, his wife

of Bedford County, in the State of Pennsylvania

parties of the second part, WITNESSETH:

**Whereas**, the party of the first part is now indebted to the said Edward A. Keeney and May V. Keeney, his wife, as tenants by the entireties, in the full and just sum of Three Thousand Two Hundred (\$3,200.00) Dollars, for which he has given his promissory note of even date herewith payable on or before three years after date with interest at the rate of 5% per annum payable semi-annually, and in semi-annual payments on the principal of not less than Five Hundred (\$500.00) Dollars.

**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

party of the first part

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

parties of the second part, their

heirs and assigns, the following property, to-wit: All that piece or parcel of land fronting 36.16 feet on Bedford Street, in Cumberland, Allegheny County, Maryland, and known as Lot No. 3h and part of Lot No. 33 on the amended plat of Oephart's Addition to the City of Cumberland and more particularly described as follows: Bedford Road

Beginning for the same on the Southeasterly side of Bedford Street at the end of 29 feet on the first line of Lot No. 33, and running thence with the remainder of said first line, and with the whole of the first line of Lot No. 3h, and with said Bedford Street, South 29 degrees West 36.16 feet to the North-easterly side of Marshall Street; thence with said Marshall Street and with the second line of Lot No. 3h, South 52 degrees 15 minutes East 100 feet to Cedar Alley; thence with said Alley, and with the third line of Lot No. 3h, and with part of the third line of Lot No. 33, North 29 degrees East 10.8 feet; thence across said Lot No. 33, North 5h degrees 12 minutes West 100 feet to the beginning.

Being the same property conveyed by Robert B. Henderson et



ux to Michael Contes and Nick Contes by deed dated August 18, 1921, and recorded in Liber No. 138, folio 161, one of the Land Records of Allegheny County, Maryland; the undivided one-half interest of the said Nick Contes having been conveyed by the said Nick Contes et ux to the said Michael Contes by deed dated December 30, 1937, recorded in Liber No. 184, folio 433, of said Land Records; and being also the same property devised by the said Michael Contes to his wife, Emilia Contes, by his last Will and Testament dated July 19, 1937, admitted to record in the Office of the Register of Wills for Allegheny County, Maryland, on April 21, 1942, and recorded in Liber T, folio 375, one of the Will Records in said Office. The said Emilia Contes by deed dated April 13, 1943, recorded in Liber No. 195, folio 680, of said Land Records, having conveyed said property to Charles E. Barnard and Alta S. Barnard, his wife, in which said deed she specifically stated she was conveying the property devised to her by her husband and described and conveyed to her husband in and by the two deeds above set out, although there was an error in the description in her deed in that the third line was unintentionally left out which error was evident when considered in connection with the other recitals in the deed. The said Charles E. Barnard and Alta S. Barnard, his wife, were absolutely divorced by decree of the Circuit Court for Allegheny County, Maryland, passed on June 3, 1946, in No. 19,164 Equity in said Court; the said Alta S. Barnard, after said divorce, on July 1, 1946, under her maiden name, Alta S. Harvey, which she was authorized to resume, having conveyed her interest in said property to her former husband, Charles E. Barnard by deed recorded in Liber No. 209, folio 715, of said Land Records, thus vesting him with an entire interest in said property. Reference to all of said deeds and Will is hereby made for a further description. The description used in this instrument being correct as given in the original deed.

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

**Provided**, that if the said party of the first part, his

heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their

executor, administrator or assigns, the aforesaid sum of

-----Three Thousand Two Hundred (\$3,200.00) Dollars-----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

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

party of the first part

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

party of the first part

hereby covenant to pay when legally demandable.

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

and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

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



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

And the said party of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Two Hundred (\$3,200.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor.

Attest: [Signature] Notary Public [Signature] Charles E. Barnard, [Signature] Charles E. Barnard, [Signature]

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 19th day of December,

in the year Nineteen Hundred and Fifty Three, before me, the subscriber,

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

Charles E. Barnard, divorced,

and acknowledged the foregoing mortgage to be his

act and deed; and at the same time before me also personally appeared

C. Eugene Perrin, Agent for

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, and that he is the Agent for said

and duly authorized by them to make this affidavit.

my hand and Notarial Seal the day and year aforesaid.



[Signature] James A. Perrin, Notary Public

FILED AND RECORDED DECEMBER 21st 1953 at 1:05 P.M.

This Mortgage, Made this 21st day of December

in the year Nineteen Hundred and Fifty - Three, by and between

MARY MARGARET McDADE and JOSEPH E. McDADE, her husband,

of Allegany County, in the State of Maryland

parties of the first part, and THE SECOND NATIONAL BANK OF CUMBERLAND,

Cumberland, Maryland, a banking corporation duly incorporated under

the laws of the United States,

of Allegany County, in the State of Maryland

part Y of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Thirty-Two Hundred and no/100 (\$3,200.00) Dollars this day loaned the parties of the first part, which principal sum, with interest at 5% per annum, is to be repaid by the parties of the first part to the party of the second part in payments of not less than Thirty-three and 95/100 (\$33.95) Dollars per month, said payments to be applied first to interest and the balance to principal. The first of said monthly payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full, provided, however, that any balance on account of principal or interest remaining unpaid at the end of ten (10) years from the date hereof shall then be due and payable.

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

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

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

ALL that lot of ground lying in the City of Cumberland, in Allegany County and State of Maryland, described as follows:

BEGINNING for the same at a point on Emily Street, distant from the Northeast corner of Emily Street and Maryland Avenue as laid out on the Shriver lands, 103 feet and running thence with a line drawn parallel with said Maryland Avenue back North 100 feet to a twenty foot alley, then with the Southerly side of said Alley, 22 feet Northeast, then by a line parallel with the first line South to Emily Street, then by a straight line 22 feet to the beginning.

BEING the same property which was conveyed to Benjamin F. Houck by The Real Estate and Building Company of Cumberland, Maryland



by deed dated the 22nd day of January, 1904, and recorded among the Land Records of Allegany County in Liber No. 94, folio 380; and being the same property which was devised to the said Mary Margaret (Houck) McDade by the Last Will and Testament of the said Benjamin F. Houck, said Will being of record in Liber No. X, Folio 194 in the office of the Register of Wills of Allegany County.

(This property is now known as No. 310 Emily Street.)

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances therunto 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

executor-administrator or assigns, the aforesaid sum of

Thirty-two Hundred and no/100 (\$3,200.00) Dollars

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

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

parties of the first part

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

parties of the first part

hereby covenant to pay when legally demandable.

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

and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

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

parties of the first part, their heirs or assigns, and

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

And the said parties of the first part

further covenant to

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

Thirty-two Hundred and no/100 (\$3,200.00) 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, heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest:

Angela H. Mc Clure

Mary Margaret McDade [SEAL]
Mary Margaret McDade
Joseph E. McDade [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 21st day of December

in the year nineteen Hundred and Fifty-Three, before me, the subscriber,

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

MARY MARGARET McDADE and JOSEPH E. McDADE, her husband,

and each acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared

John H. Mosner, Cashier of

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

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

Joseph E. Mosner



FILED AND RECORDED DECEMBER 21st 1953 at 9:30 A.M.

This Mortgage, Made this 19th day of December

in the year Nineteen Hundred and Fifty-Three, by and between

RUTH L. BREWER BINOMAN



of ALLEGANY County, in the State of Maryland  
party of the first part, and HENRY W. FORD and FRANCES FORD, his wife,

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

Whereas, the party of the first part is indebted unto the parties of the second part in the full and just sum of Five Hundred Dollars (\$500.00) for money this day loaned the party of the first part, and which said principal sum of Five Hundred Dollars (\$500.00), together with interest at the rate of Six Per Centum (6%) Per Annum, the party of the first part agrees to repay in payments of not less than Twenty Dollars (\$20.00) per month. Interest on said principal amount shall be computed and payable semi-annually, and the party of the first part shall have the right to make additional payments on the principal amount of this mortgage on any semi-annual interest date in amounts of not less than Twenty-Five Dollars (\$25.00). The first monthly payment shall be due February 1, 1954, and the first interest payment shall be due July 1, 1954.

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 party of the first part

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

ALL that certain lot, piece or parcel of land situated on the West side of Winifred Road, in the City of Cumberland, in Allegany County, in the State of Maryland, and being a part of Block 5-B and a part of Block 6-B of the Johnson and Doll properties as shown on Plat recorded in Liber No. 105, folio 737, one of the Land Records of Allegany County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a stake on the Westerly side of the Winifred Road distant South 10 degrees West 60 feet from the end of the third line of said Block 5-B of said Johnson and Doll properties, and running thence with said Westerly side of said Winifred Road and with a part of the fourth line of said Block 6-B and a part of the fourth line of Block 5-B, North 10 degrees East 176 feet to a stake;

thence leaving said Winifred Road North 77 degrees West 100 feet to a stake; thence South 10 degrees West 176.45 feet to a stake; thence South 77 degrees 30 minutes East 100 feet to said Winifred Road to the place of beginning.

IT BEING the same property which was conveyed unto the party of the first part by James F. Dunn and Clara J. Dunn, his wife, by deed dated August 30, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 222, Folio 117.

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

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

executors, administrators or assigns, the aforesaid sum of Five Hundred Dollars

(\$500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

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

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

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

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

And the said party of the first part

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

Witness, the hand and seal of said mortgagor

Attest: *[Signature]* *[Signature]*  
RUTH L. BREWER BINGMAN (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 19th day of December  
in the year Nineteen Hundred and Fifty-three, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for said County, personally appeared  
RUTH L. BREWER BINOMAN  
and she acknowledged the foregoing mortgage to be her  
act and deed; and at the same time before me also personally appeared HENRY W. FORD

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



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

*[Signature]*  
Notary Public.

THIRTY-THREE HUNDRED - - - - -00/100 DOLLARS (\$3300.00)

payable one year after date of these presents, together with interest there-  
on 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, its successors 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 523 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 give, grant, bargain and sell, convey, release and confirm unto the said party  
of the second part, its successors and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Allegany  
County, Maryland, and known as Lot No. 9 of Block No. 13 in Beall's First  
Addition to Frostburg, a plat of which Addition is recorded in Plat Book No.  
1, folio 62 among the Land Records of Allegany County, Maryland, which  
said lot is more particularly described as follows, to-wit:

BEGINNING for the same at a point on the northerly side of Wood  
Street where the division line between Lots 8 and 9 of said Block 13 inter-  
sects the same, and running thence with said side of said Wood Street South  
50 degrees West 50 feet; thence North 40 degrees West 150 feet to the  
southerly side of an alley; thence with said side of said alley North 50  
degrees East 50 feet to the aforementioned division line between Lots 8 and  
9; thence with said division line South 40 degrees East 150 feet to the place  
of beginning.

IT being the same property which was conveyed by W. Earle Cobey et  
al, Trustees, to Russell A. Lancaster et ux by deed dated as of even date  
and to be recorded among the Land Records of Allegany County, Maryland,  
prior to the recordation of this mortgage which is given to secure part of  
the purchase price of the property therein described and conveyed.

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

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

- - - - -Thirty-three Hundred - - - - -00/100 Dollars (\$3300.00) - - -  
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, its successors and assigns, or

COBEY, CARCADEN 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

FILED AND RECORDED DECEMBER 21<sup>st</sup> 1953 at 8:55 A.M.  
PURCHASE MONEY

This Mortgage, Made this 18th day of December,  
in the year Nineteen Hundred and fifty-three, by and between

RUSSELL A. LANCASTER and CORNELIA M. LANCASTER,  
his wife,

of Allegany County, in the State of Maryland,  
parties of the first part, and FROSTBURG NATIONAL BANK, a national banking

corporation duly incorporated under the laws of the United States of America  
with its principal office in

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

Whereas, the said parties of the first part are justly indebted unto the said  
party of the second part, its successors and assigns, in the full sum of

manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part ies 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 part ies 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 assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-three Hundred 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, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

(as to Beth)  
Ruth M. Judd

Russell A. Lancaster [Seal]  
RUSSELL A. LANCASTER

Cornelia M. Lancaster [Seal]  
CORNELIA M. LANCASTER

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 18th day of December

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

Russell A. Lancaster and Cornelia M. Lancaster, his wife, and they acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG,

Cashier of the Frostburg National 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, the said F. Earl Kreitzburg further made oath that he is the Cashier and agent of the within named mortgagee and duly authorized by it to make this affidavit.

In witness my hand and Notarial Seal the day and year aforesaid.

Ruth M. Judd  
Notary Public



FILED AND RECORDED DECEMBER 22<sup>nd</sup> 1953 at 12:05 P.M.  
PURCHASE MONEY

**This Mortgage**, Made this 21st day of DECEMBER in the year Nineteen Hundred and fifty-three by and between

Earl H. Miller and Ethel I. Miller, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Two Thousand Eight Hundred Ninety-five 00/100 Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Forty-two 30/100 Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the easterly side of Dewey Street, known and designated as Lot No. 7, Section No. 2, in Pellegrine's Addition to Westernport, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 109, one of the Plat Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

BEGINNING for the same on the easterly side of Dewey Street at the end of the first line of Lot No. 6, Section No. 2, in said addition, and running then with said street North 8 degrees 40 minutes West 50.35 feet, then North 74 degrees 32 minutes East 156.75 feet to the westerly side of Donna Street, then with said Donna Street South 15 degrees 28 minutes East 50 feet to the end of the second line of said Lot No. 6, and then with said second line reversed South 74 degrees 32 minutes West 162.71 feet to the place of beginning.

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

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needed and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage 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 above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, 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, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Eight Hundred Ninety-five 00/100 - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental liens that may be made on the mortgaged property, on this mortgage or note, or in any other way, from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no

waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

*Elmer H. Miller* [SEAL]  
Elmer H. Miller  
*Ethel I. Miller* [SEAL]  
Ethel I. Miller

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 21st day of DECEMBER

in the year nineteen Hundred and Fifty three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Elmer H. Miller and Ethel I. Miller, 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 George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



my hand and Notarial Seal the day and year aforesaid.

*George W. Legge*  
Notary Public.

FILED AND RECORDED DECEMBER 22<sup>nd</sup> 1953 at 12:05 P.M.

## PURCHASE MONEY

**This Mortgage**, Made this 21<sup>st</sup> day of DECEMBER in the year Nineteen Hundred and fifty - three by and between \_\_\_\_\_  
Robert David Thompson and Shirley Mae Thompson, his wife,

\_\_\_\_\_ of Allegany County, in the State of Maryland, part 1<sup>st</sup> of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

## WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Six Thousand 00/100 - - - - - (\$6000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Sixty-two 19/100 - - - - - (\$62.19) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at its maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those tracts, pieces or parcels of land situated, lying and being along the McMullen Highway about six miles Southwest of the City of Cumberland, in Allegany County, and State of Maryland, which are more particularly described as follows:

Lot No. 5: BEGINNING for the same at a stake standing at the end of the first line of Lot No. 4 of the L. and L. Addition and running then North 63 degrees 41 minutes East 50 feet to a stake; then North 26 degrees 19 minutes West 129 feet to a stake at the Southeast edge of Warrior Run; then with the meanders of said Run, South 56 degrees 4 minutes West 43-5/10 feet to a stake, it being the end of the second line of Lot No. 4 of said Addition; then reversing said second line South 26 degrees 19 minutes East 113-2/10 feet to the beginning.

LOT NO. 6: BEGINNING for the same at a stake standing at the end of the first line of Lot No. 5 of the L and L Addition and running then North 63 degrees 41 minutes East 50 feet to a stake; then North 26 degrees 19 minutes West 135-2/10 feet to a stake standing at the Southeast edge of Warrior Run; then South 56 degrees 4 minutes West 50-3/10 feet to a stake, it being the end of the second line of

Lot No. 5 of said Addition; then reversing said line South 26 degrees 19 minutes East 129 feet to the beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Lester Thompson, widower, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage 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 thereto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leggo, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, 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, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand 00/100 - - - - - (\$6000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagee, as additional security for the payment of the indebtedness

hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors' written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

*Robert David Thompson* (SEAL)  
Robert David Thompson  
*Shirley Mae Thompson* (SEAL)  
Shirley Mae Thompson

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 21<sup>ST</sup> day of DECEMBER

in the year nineteen Hundred and Fifty - three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert David Thompson and Shirley Mae Thompson, 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 George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



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

*George W. Legge*  
Notary Public.

FILED AND RECORDED DECEMBER 22<sup>ND</sup> 1953 at 8:55 A.M.

This Mortgage, Made this 18<sup>TH</sup> day of December, 19 53,

by and between EARL J. BEAL and LEORA A. BEAL, his wife,

of Allegany County, Maryland, parties of the first part, herein after called the "Mortgagor," and **EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG, MARYLAND**, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

Whereas, the Mortgagor, being a member of said Society, has received therefrom a loan of - - - **THREE THOUSAND** - - - - - DOLLARS (\$3,000.00) being the balance of the purchase money for the property hereinafter described on his - - - **Twenty-three and 1/13** - - - - - (23-1/13) SHARES of its stock.

And Whereas, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of - - - - - **Thirty-nine and 45/100** - - - - - DOLLARS (\$39.45), on or before the 18<sup>th</sup>

day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And Whereas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

Now Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, and known as part of Lot No. 6 of the Webster Long Lots which are situated on the northerly side of the National Road (U.S. Route No. 40) opposite what is commonly referred to as Allegany Grove and being the same property which was conveyed by Margaret Goldsworthy et al to Earl J. Beal et ux by deed dated June 30, 1950, and recorded in Deeds Liber 229, folio 600 among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of said property.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To Have and to Hold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.



And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of \_\_\_\_\_ DOLLARS

( \$ \_\_\_\_\_ ) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinbefore provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to insure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

And the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

And it is agreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

And in case of any default being made in any of the payments, covenants or conditions of this Mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, Maryland, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a

commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness, the signatures and seals of the parties of the first part on the day and year above written.

WITNESS as to all:

*Earl J. Beal* (SEAL)  
EARL J. BEAL  
*Leora A. Beal* (SEAL)  
LEORA A. BEAL

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 18<sup>th</sup> day of December, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Earl J. Beal and Leora A. Beal, his wife,

the Mortgagor herein, and acknowledged the foregoing instrument of writing to be \_\_\_\_\_ their respective \_\_\_\_\_ act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration of the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such



Witness my hand and Notarial Seal.

*William A. Shanks*  
Notary Public.

FILED AND RECORDED DECEMBER 21<sup>st</sup> 1953 at 2:20 P.M.

THIS RELEASE OF MORTGAGE, Made this 18<sup>th</sup> day of August, 1953, by Michael K. Friedman of Brooklyn, Kings County, State of New York.

WHEREAS, the said Michael K. Friedman is the holder of a mortgage from Mary J. D. Morehouse and Wilmot L. Morehouse, her husband, to Wilbur V. Wilson, dated April 5, 1933 and recorded among the Mortgage Records of Allegany County, Maryland in Liber No. 86, folio 431, and being duly assigned by short form of assignment to Michael Friedman on July 7, 1937; and

WHEREAS, the said Mary J. D. Morehouse and Wilmot L. Morehouse, her husband, having fully paid and satisfied the said mortgage are entitled to have the property thereby affected released from the operation and effect thereof.

WHEREFORE, NOW THIS RELEASE WITNESSETH: That for and in the consideration of the premises and of the sum of One Dollar (\$1.00), the said Michael F. Friedman does hereby release the said mortgage and grant the property thereby affected unto the said Mary J. D. Morehouse and Wilmot L. Morehouse, her husband, to be held by them in the same manner as if the said mortgage had never been made.

WITNESS the hand and seal of said releaser.

ATTEST:

 (SEAL)  
Michael K. Friedman

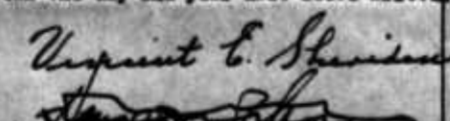
STATE OF NEW YORK,

KINGS COUNTY, to-wit:

I HEREBY CERTIFY, That on this 18<sup>th</sup> day of August, 1953, before me, the subscriber, a Notary Public of the State of New York, in and for Kings County aforesaid, personally appeared Michael K. Friedman and acknowledged the foregoing Release of Mortgage to be his act.

WITNESS my hand and Notarial Seal the day and year last above written.



  
Notary Public

VINCENT E. SHIVERS  
NOTARY PUBLIC STATE OF NEW YORK  
No. 41-262222  
Qualified in Queens County  
Chin. Seal with State Co. Clerk's Approval  
Term expires March 21, 1954

LESLIE J. CLARK  
ATTORNEY AT LAW  
BUNNELL, MARYLAND

PURCHASE MONEY FILED AND RECORDED DECEMBER 23<sup>rd</sup> 1953 at 10:10 A.M.

**This Mortgage**, Made this 18<sup>th</sup> day of December-----  
in the year Nineteen Hundred and Fifty three-----, by and between

Oris McCormick and Marie A. McCormick, husband and wife, -----

of Allegany-----County, in the State of Maryland-----  
parties of the first part, and The First National Bank of Barton, Maryland-----

a corporation, organized under the national banking laws of The  
United States of America-----

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

WHEREAS,

The parties of the first part are indebted unto the party of the second part in the full and just sum of fifteen hundred dollars ( \$ 1500.00 ) for money lent, which loan is for the purchase price of the herein mortgaged property, and which loan is evidenced by the promissory note of the parties of the first part, of even date herewith, payable on demand, with interest, to the order of the party of the second part in said sum of fifteen hundred dollars at The First National Bank of Barton, Maryland-----

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

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

and assigns, the following property, to-wit:

That lot of ground near the town of Barton in Allegany County, Maryland, described as beginning at a stone market "17", standing on Walnut Street, North 9 degrees West 140 feet from the beginning of lot No. 1, North 9 degrees West 100 feet, reversing the fourth line of lot No. 17; then North 81 degrees East 50 feet to the second line of the lot which was sold and conveyed unto John Somerville by deed of October 17, 1874, and running with said line South 9 degrees East 100 feet; then South 81 degrees West to the place of beginning. Being the same property which was conveyed unto the parties of the first part herein by deed from Walter J. Metz et ux, dated December 17, 1953, which deed is to be recorded among the land records of Allegany County, Maryland, at the same time as the recording of this purchase money mortgage.

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

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

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

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

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

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

Witness, the hand and seal of said mortgagor s.

Attest: Kenneth R. Mallock x Oris McCormick [SEAL] Oris McCormick Kenneth R. Mallock [SEAL] x Marie A. McCormick [SEAL] Marie A. McCormick [SEAL]

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 18th day of December----- in the year nineteen Hundred and Fifty three----- before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Oris McCormick and Marie A. McCormick, husband and wife----- and each acknowledged the foregoing mortgage to be their voluntary----- act and deed; and at the same time before me also personally appeared Patrick A. Laughlin, President of The First National Bank of Barton, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the president of said bank duly authorized to make this affidavit.

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

Notary Seal and Signature of Kenneth R. Mallock

FILED AND RECORDED DECEMBER 23 1953 at 11:25 A.M. PURCHASE MONEY

This Mortgage, Made this 22d day of December, in the year Nineteen Hundred and fifty-three, by and between

Harry Lee DeVore and Eleanor Jean DeVore, his wife; Roy Milton DeVore and Mary Theresa DeVore, his wife, and Victor DeVore and Olive Mrytle DeVore, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in

at Frostburg, 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, its successors and assigns, in the full sum of FIFTY-FIVE HUNDRED - - - - -00/100 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, its successors 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 part ies of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part y of the second part, its successors and assigns, the following property, to-wit:

FIRST PARCEL: All that lot, piece or parcel of ground lying and being on the northeasterly side of Maryland U. S. Route No. 40 which parcel of land is situated opposite the Toll House property and west of the City of Cumberland, in Election District No. 29 in Allegany County, Maryland, and more particularly described in a deed from Robert D. Wilson et ux, et al, to Harry Lee DeVore et ux, et al, dated December 7th, 1953, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed, reference to which deed is hereby specifically made for a more particular description of said property.

SECOND PARCEL: All that lot, piece or parcel of land lying and being in Allegany County, Maryland, and known as Lot No. 57 on a plat of Grahams-town, which plat is recorded in Deeds Liber 32, folio 705 among the Land Records of Allegany County, Maryland, and being part of the same property which was conveyed by Thomas H. Powell et ux to Victor DeVore et ux by deed dated June 25, 1936, and recorded in Deeds Liber 175, folio 274 among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of said property.

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

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

Fifty-five Hundred Dollars - - - - - (\$5500.00) 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 part ies 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 part ies 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 part y of the second part, its successors 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 and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over

to the said part ies 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 part ies 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 assigns, the improvements on the hereby mortgaged land to the amount of at least - Fifty-five Hundred - - - - -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 its successors and assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Witness: (as to all)

Keith M. Judd

Harry Lee DeVore [Seal] HARRY LEE DEVORE

Eleanor Jean DeVore [Seal] ELEANOR JEAN DEVORE

Roy Milton DeVore [Seal] ROY MILTON DEVORE

Mary Theresa DeVore [Seal] MARY THERESA DEVORE

Victor DeVore (SEAL) VICTOR DEVORE

Olive Myrtle DeVore (SEAL) OLIVE MYRTLE DEVORE

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 22d day of December

in the year nineteen hundred and fifty-three, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared Harry Lee DeVore and Eleanor Jean DeVore, his wife; Roy Milton DeVore and Mary Theresa DeVore, his wife, and Victor DeVore and Olive Myrtle DeVore, his wife,

and they acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg, Cashier of the Frostburg National 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, and further made oath that he is the Cashier of said Bank and duly authorized by it to make this affidavit.



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

Keith M. Judd Notary Public

FILED AND RECORDED DECEMBER 23<sup>rd</sup> 1953 at 11:25 A.M.

THIS MORTGAGE, Made this 22<sup>nd</sup> <sup>DECEMBER</sup> day of ~~October~~, in the year Nineteen Hundred and Fifty-three, by and between CALVARY BAPTIST CHURCH OF CRESAPTOWN, MARYLAND, a corporation duly incorporated under the laws of the State of Maryland, and JAMES C. SKIDMORE and PEARL R. SKIDMORE, his wife, and JAMES L. CECIL and VELMA DOROTHY CECIL, his wife, WILLIAM C. STAUFFER and JOSEPHINE I. STAUFFER, his wife, ALFRED S. SUMMERFIELD and LYDA P. SUMMERFIELD, his wife, ELLIS P. WARNICK and WILDA S. WARNICK, his wife, of Allegany County, in the State of Maryland, parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in Frostburg, 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, its successors and assigns, in the full sum of TWENTY-FIVE THOUSAND DOLLARS and 00/100 - - - (\$25,000.00) 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, its successors 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, its successors and assigns, the following property, to-wit:

**FIRST PARCEL:** ALL those lots, pieces or parcels of ground lying and being in Election District No. 7 in Allegany County, Maryland, and known as Lots 11, 12 and 13 on a plat of L & L Park Addition, which lots were conveyed by the Board of Trustees of Calvary Tabernacle Evangelistic Association of Cresaptown, Maryland, et al, to Calvary Baptist Church of Cresaptown, Maryland, by deed dated ~~October~~ <sup>DECEMBER</sup> 22<sup>nd</sup>, 1953, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage, reference to which deed is hereby specifically made for a more particular description of the property therein described and conveyed.

**SECOND PARCEL:** ALL that lot, piece or parcel of ground lying and being in Election District No. 7 in Allegany County, Maryland, and known as Lot No. 115 on a plat of Cresap Park Addition, which said property was conveyed by Herman L. Douthitt et ux to James C. Skidmore et ux by deed dated August 31, 1953, and recorded in Deeds Liber 253, folio 5 among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of the property therein described and conveyed.

**THIRD PARCEL:** ALL those lots, pieces or parcels of ground lying and being in Election District No. 7 in Allegany County, Maryland, which were conveyed by John W. Cecil et ux to James L. Cecil et ux by two deeds, the first of which is dated September 11, 1937, and recorded in Deeds Liber 179, folio 497, and the second being dated February 10, 1941, and recorded in Deeds Liber 189, folio 573, both of which deeds are recorded among the Land Records of Allegany County, Maryland, reference to which deeds is hereby specifically made for a more particular description of the property therein described and conveyed.

**FOURTH PARCEL:** ALL that lot, piece or parcel of ground lying and being in Election District No. 7 in Allegany County, Maryland, and known as Lot No. 105 of Cresap Park Addition, which said property was conveyed by Joseph M. Briner et ux to William C. Stauffer et ux by deed dated November 5, 1929, and recorded in Deeds Liber 162, folio 7 among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of the property

therein described and conveyed.

FIFTH PARCEL: ALL that lot, piece or parcel of ground lying and being in Election District No. 7 in Allegany County, Maryland, which was conveyed by Martha J. Summerfield to Alfred S. Summerfield, et ux, by deed dated December 6, 1947, and recorded in Deeds Liber 218, folio 314 among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of said property; excepting therefrom, however, all that lot, piece or parcel of ground which was conveyed by Mordecai P. Summerfield et ux to Mabel W. Parsons by deed dated October 16, 1934, and recorded in Deeds Liber 171, folio 501 among the Land Records of Allegany County, Maryland, reference to which deeds is hereby specifically made for a more particular description of the property therein described and conveyed.

SIXTH PARCEL: ALL that lot, piece or parcel of ground lying and being in Election District No. 7 in Allegany County, Maryland, which was conveyed by E. E. Orndorff et ux to Ellis P. Warnick et ux by deed dated June 2, 1937, and recorded in Deeds Liber 177, folio 707 among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of the property therein described and conveyed.

In the event of a default in the payment of the mortgage indebtedness, the party of the second part, its successors and assigns, shall have the right to foreclose this mortgage as to any one or any combination of the hereinbefore described properties which in its sole discretion it may deem advisable.

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

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of TWENTY-FIVE THOUSAND DOLLARS and 00/100 - - - - (\$25,000.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the

meantime do and shall perform all the covenants herein on 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, its successors or 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 its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-five Thousand Dollars (\$25,000.00), and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to insure to the benefit of the mortgagee.

its successors or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors.

WITNESS: (as to all)

Ruth M. Todd James C. Skidmore (SEAL)  
JAMES C. SKIDMORE

Pearl R. Skidmore (SEAL)  
PEARL R. SKIDMORE

James L. Cecil (SEAL)  
JAMES L. CECIL

Velma Dorothy Cecil (SEAL)  
VELMA DOROTHY CECIL

William C. Stauffer (SEAL)  
WILLIAM C. STAUFFER

Josephine I. Stauffer (SEAL)  
JOSEPHINE I. STAUFFER

WITNESS:

Alfred S. Summerfield (SEAL)  
ALFRED S. SUMMERFIELD

Lyda P. Summerfield (SEAL)  
LYDA P. SUMMERFIELD

Ellis P. Warnick (SEAL)  
ELLIS P. WARNICK

Wilda S. Warnick (SEAL)  
WILDA S. WARNICK

CALVARY BAPTIST CHURCH OF  
CRESAPTOWN, MARYLAND.

Attest:

John R. Armstrong  
Secretary

By William L. Stroup  
President - ~~General~~ Pastor



STATE OF MARYLAND,  
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 22<sup>nd</sup> day of ~~October~~ <sup>DECEMBER</sup>, in the year nineteen hundred and fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared James C. Skidmore, and Pearl R. Skidmore, his wife, and James L. Cecil and Velma Dorothy Cecil, his wife, and William C. Stauffer and Josephine I. Stauffer, this wife, and Alfred S. Summerfield, and Lyda P. Summerfield, his wife, and Ellis P. Warnick and Wilda S. Warnick, his wife, and they acknowledged the foregoing mortgage to be their respective act and deed, and also personally appeared WILLIAM L. STROUP, President and ~~Pastor~~ <sup>Pastor</sup> of the Calvary Baptist Church of Cresaptown, Maryland, and acknowledged the foregoing mortgage to be the act and deed of said corporation, and the said WILLIAM L. STROUP further made oath that he is duly authorized to execute this mortgage on behalf of said corporation; and at the same time before me also personally appeared F. Earl Kreitzburg, Cashier of the Frostburg National 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, and further made oath that he is the cashier of said Bank and duly authorized by it to make this affidavit.



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

Ruth M. Todd  
Notary Public

FILED AND RECORDED DECEMBER 23<sup>rd</sup> 1953 at 2:20 P.M.

**This Mortgage,** Made this 23<sup>rd</sup> day of December,  
in the year Nineteen Hundred and Fifty Three, by and between

Flora M. Cline, widow,

of Allegany County, in the State of Maryland  
party of the first part, and

James A. Perrin and Angela M. Perrin, his wife,

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

**Whereas,** the party of the first part is now indebted to James A. Perrin and Angela M. Perrin, his wife, as tenants by the entireties, in the full and just sum of One Thousand Five Hundred (\$1,500.00) Dollars, for which she has given her promissory note of even date herewith, payable with interest at the rate of 6% per annum, calculated semi-annually, in monthly payments on the principal and interest of not less than Twenty (\$20.00) Dollars, interest to be calculated every six months on the principal due at the beginning of said six months and all payments made during said period to be then applied first to interest, balance to principal, interest for the following six months to be calculated on the principal as so reduced.

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

party of the first part

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

parties of the second part, their

heirs and assigns, the following property, to-wit: All that lot or parcel of ground lying and being on the South side of Elder Street, in the City of Cumberland, Maryland, known and designated as Lot No. 180 upon the plat of the Humbird Land and Improvement Company's Addition to Cumberland, described as follows:

Beginning for the same on the South side of Elder Street at the end of the first line of Lot No. 179, and running thence with the said Street, South 53½ degrees East 30 feet; then South 36½ degrees West 125 feet to an alley; and with it, North 53½ degrees West 30 feet to the end of the second line



of Lot No. 179; and with it reversed, North 36½ degrees East 125 feet to the beginning.

Being the same property conveyed by Raymond Ryan et ux to Caudy C. Cline and Flora M. Cline, his wife, by deed dated October 25, 1944, and recorded in Liber No. 201, folio 666, one of the Land Records of Allegany County, Maryland, the said Caudy C. Cline being now deceased and said property vested in his surviving wife, Flora M. Cline, by operation of law. Reference to said deed and the plat aforementioned is hereby made for a further description.

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

**Provided,** that if the said party of the first part, her

heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their

executor, administrator or assigns, the aforesaid sum of

One Thousand Five Hundred (\$1,500.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

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

party of the first part

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

party of the first part

hereby covenants to pay when legally demandable.

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

parties of the second part, their

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

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

party of the first part, her

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

**And** the said party of the first part

further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance



Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Five Hundred (\$1,500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor.

Attest:

J. Eugene Perrin Flora M. Cline (SEAL) Flora M. Cline

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 23rd day of December

In the year nineteen Hundred and Fifty Three, before me, the subscriber,

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

Flora M. Cline, widow,

and acknowledged the foregoing mortgage to be her

act and deed; and at the same time before me also personally appeared

James A. Perrin and Angela M. Perrin, his wife,

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

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



Patty Ann Blinn Notary Public

FILED AND RECORDED DECEMBER 23 1953 at 3:25 P.M.

VA Form 4-411 (Home Loan), April 1951. Use optional. Reference to Readjustment Act (38 U. S. C. A. 604 (a)). Applicable to RFO Mortgage Co.

MARYLAND

MORTGAGE

THIS MORTGAGE, made this 23rd day of December, A. D. 1953, by

Harry Lee DeVore and Eleanor Jean DeVore, his wife,

of Allegany County, in the State of Maryland, hereinafter called the Mortgagor, and

The Liberty Trust Company, a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Forty-Three Hundred Dollars (\$4300.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and One-Half per centum (4 1/2 %) per annum until paid, principal and interest being payable at the office of The Liberty Trust Company, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Thirty-Two and 90/100 Dollars (\$32.90), commencing on the first day of February, 1954, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 1969. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Allegany County, in the State of Maryland, to-wit:

All of that piece or parcel of land lying and situate about three miles East of Cumberland, on the South side of the Williams Road, near Mt. Hermon Church, and more particularly described as follows, to-wit:

BEGINNING for the same at the end of the Fifth line of Frank Robinett's land, which reference is made in Liber 118, folio 457, one of the Land Records of Allegany County, State of Maryland, running thence, North 34 degrees and 39 minutes East 91 feet to the right-of-way of the new Williams Road, and with the same, South 62 degrees East 60 feet, South 51 1/2 degrees East 96.5 feet, South 41 1/2 degrees East 69 feet to a point in a driveway; reference for this point, South 83 1/2 degrees East 34.5 feet from the Southeast corner of house on this land, leaving the Williams Road, South 61-3/4 degrees West 194 feet to the beginning of the Eighth line of the original, and with the same, North 17 degrees and 39 minutes West 163.5 feet to the beginning, containing 2/3 acres, more or less. Horizontal measurements and magnetic bearings as November 13, 1953.

It being the same property which was conveyed unto the said Mortgagors by Theodore Stegmaier and wife, by deed dated the day of December, 1953, and to be duly filed for record among the Land Records of Allegany County.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described.

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

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
  - (i) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
  - (ii) interest on the indebtedness secured hereby; and
  - (iii) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for Sixty (60) days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or George R. Hughes, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Witness the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Joe M. Harley  
Joe M. Harley

Harry Lee DeVore (seal)  
Eleanor Jean DeVore (seal)

STATE OF MARYLAND, County of Allegany to wit:

I HEREBY CERTIFY, That on this 23<sup>rd</sup> day of December, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Harry Lee DeVore and Eleanor Jean DeVore, his wife, the above named Mortgagors, and each acknowledged the foregoing mortgage to be their respective act.

At the same time also personally appeared Charles A. Piper, the President of the within body corporate, Mortgagor, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the duly authorized agent of the Mortgagee and is duly authorized to make this affidavit.



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

Joe M. Harley  
Notary Public

FILED AND RECORDED DECEMBER 23<sup>rd</sup> 1953 at 3:55 P.M.

THIS MORTGAGE, Made this 21<sup>st</sup> day of December, 1953, by and between DAISY D. CROWELL, widow, of Allegany County, Maryland, party of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the party of the first part is justly and bona fide indebted unto the party of the second part in the full and just sum of Ten Thousand (\$10,000.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum the said party of the first part covenants and agrees to pay in equal monthly installments of One Hundred Eleven Dollars and Two Cents (\$111.02) on account of interest and principal, payments to begin on the 21<sup>st</sup> day of January, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

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 party 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 party of the first part does give, grant, bargain and sell, convey, release and assign unto the said party of the second part, its successors and assigns:

**FIRST PARCEL:** All that lot, piece or parcel of land lying and being on the Northerly side of the Braddock Road in Allegany County, State of Maryland, and which is more particularly described as follows, to-wit:

BEGINNING for the same at a point on the Northerly side of said Braddock Road, said point being 33 feet from the center line of present improved road, also at the end of 209 feet on a line drawn North 29 degrees 35 minutes East from the Northeasterly corner of stone trough built around the lower spring on the Southerly side of said Braddock Road and running thence North 36 degrees 10 minutes West 155.3 feet to the Southerly right-of-way limits of the Georges Creek and Cumberland Railroad Company (now Western Maryland Railway Company) said right-of-way being conveyed to the Georges Creek and Cumberland Railroad Company by James H.

Percy by deed dated July 30, 1880, and recorded among the Land Records of Allegany County, State of Maryland, in Liber No. 56, folio 353, and running thence with said right-of-way limits in a Northeasterly direction 105.1 feet, thence leaving said right-of-way limits South 36 degrees 10 minutes East 186.5 feet to intersect the Northerly boundary of the State Road right-of-way, said right-of-way being 33 feet from center of said Road as now laid out and was conveyed to State of Maryland by Mrs. Louise Percy et al., by deed filed May 5, 1933, and recorded among the aforementioned Land Records in Liber No. 169, folio 270, and running thence with the said Northerly limits of said Braddock Road 100 feet to the place of beginning. It being also the same piece or parcel of ground conveyed by deed dated the 14th of October, 1934, from Louise Percy (widow) et al. to Eleanor P. Kean and Daisy D. Cromwell, which deed is recorded among the Land Records of Allegany County, Maryland, in Liber No. 171, folio 515.

This piece or parcel of land is part of a tract of land known as "Allegany Republican" which was conveyed to James H. Percy and Theodore A. Ogle by Ann Dunn by deed dated November 16, 1871, and recorded among the aforementioned Land Records in Liber No. 34, folio 593, and Theodore A. Ogle conveyed his undivided half interest in said part of "Allegany Republican" to James H. Percy by deed dated March 21, 1881, and recorded among the aforementioned Land Records in Liber No. 56, folio 231.

All courses refer to magnetic meridian of the date of October 14, 1934, and measurements made horizontally.

It being also the same property which was conveyed to the said Daisy D. Cromwell and Andrew J. Cromwell, her husband, (now deceased) by Eleanor P. Kean and Thomas B. Kean, her husband, by deed dated the 18th day of September, 1937, and recorded among the said Land Records in Liber 178, folio 608.

**SECOND PARCEL:** All that lot or parcel of ground situated on the Westerly side of Allegany Street in the City of Cumberland, Maryland, comprising part of Lots Nos. 13, 14 and 15 in Block No. 5 in Rose Hill Addition to Cumberland and described as follows:

BEGINNING for the same on the Southerly side of Beall Street at the end of the first line of Lot No. 12 of Block No. 5 of said Addition and running thence with the Southerly side of Beall Street South 82 degrees and 35 minutes East 75 feet to the Westerly side of Allegany Street, then with the Westerly side of Allegany Street, South 7 degrees and 25 minutes West 65 feet to third line of the lot conveyed by Myrtle A. Fisher et al. to Sara

B. Porter by deed dated January 19, 1917, and recorded in Liber No. 120, folio 417, one of the Land Records of Allegany County, Maryland, and running thence with said third line reversed and the same extended North 82 degrees and 35 minutes West 75 feet to the second line of said Lot No. 12, then with part of said second line reversed, North 7 degree and 25 minutes East 65 feet to the place of beginning.

It being the same property which was conveyed to the said Daisy D. Cromwell, widow, by Harold E. Naughton, Trustee, by deed dated the 27th day of December, 1946, and recorded among the Land Records of Allegany County in Liber 213, folio 8.

Saving and excepting therefrom all that portion of said property heretofore conveyed by Daisy D. Cromwell, widow, to Samuel L. Cessna and Elsie E. Cessna, his wife, by deed dated January 8, 1947, and recorded in Liber 213, folio 93, one of the Land Records of Allegany County, Maryland.

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

PROVIDED, that if the said party of the first part, her 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 Ten Thousand (\$10,000.00) 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 party of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said party of the first part hereby covenants to pay when legally demandable; and it is covenanted and agreed that in the event the party 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 party 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 party 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 party of the first part, her heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, her representatives, heirs or assigns.

And the said party of the first part further covenants 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 Ten Thousand (\$10,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hand and seal of the said mortgagor.

WITNESS:

*H. C. Capper*

*Daisy D. Cromwell* (SEAL)  
Daisy D. Cromwell

STATE OF MARYLAND,  
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 21<sup>st</sup> day of December, 1953, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared DAISY D. CROMWELL, Widow, and acknowledged the foregoing mortgage to be her act and deed; and, at the same, before me, also personally appeared ALBERT W. TINDAL, 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.



*Ralph W. Boden*  
Notary Public

My Commission expires May 2, 1955

FILED AND RECORDED DECEMBER 29<sup>th</sup> 1953 at 11:30 A.M.

PURCHASE MONEY

**This Mortgage**, Made this 24<sup>th</sup> day of DECEMBER in the

year Nineteen Hundred and fifty-three by and between

Donald A. Workman and Betty G. Workman, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Ten Thousand Five Hundred 00/100 - - - (\$10,500.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Sixty-six 26/100 - - - (\$66.26) - - - Dollars

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the southerly side of LaVale Court known and designated as part of Lot 111 and whole Lot 112 in LaVale Boulevard Court Addition, LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, folio 75 one of the Plat Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

BEGINNING for the same at a point on the southerly side of LaVale Court, said point being at the end of the division line between Lots 112 and 113 in said addition and also distant North 48 degrees 20 minutes West 250 feet from the intersection of said side of said LaVale Court with the westerly side of Atlantic Avenue and running then with said side of LaVale Court South 48 degrees 20 minutes East 75 feet, then South 41 degrees 40 minutes West 162.5 feet to the northerly side of LaVale Annex, then with said side of LaVale Annex North 48 degrees 20 minutes West 75 feet to the end of the division line between said Lots 112 and 113 and then with said division line North 41 degrees East 162.5 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Ralph G. Cover and Ethel M. Cover, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the

repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said 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 above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor or their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, 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, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Ten Thousand Five Hundred 00/100 - - (\$10,500.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

*Donald A. Workman* (SEAL)  
DONALD A. WORKMAN  
*Betty J. Workman* (SEAL)  
BETTY J. WORKMAN  
(SEAL)

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 24th day of DECEMBER in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Donald A. Workman and Betty J. Workman, 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 George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



my hand and Notarial Seal the day and year aforesaid.

*Donald A. Workman*  
Notary Public.

FILED AND RECORDED DECEMBER 29 1953 at 11:30 A.M.

PURCHASE MONEY  
**This Mortgage**, Made this 23rd day of DECEMBER in the year Nineteen Hundred and fifty-three by and between James W. Brockman, George M. Brant and Emmett Carr, Trustees for the Church of God, of Cumberland, Maryland

of Allegany County, in the State of Maryland, party of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

## WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand Five Hundred Sixty-nine - (\$3569.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment One Hundred 00/100 - - - - (\$100.00) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

ALL those two certain lots or parcels of ground situated and lying on Fifth Street at its intersection with Seymour Street in the City of Cumberland, Allegany County, Maryland, known and designated on the Plat of Laing's Addition recorded in Liber 1, folio 73, one of the Plat Records of Allegany County, Maryland, as Lots Nos. 46 and 47, and which said lots are more particularly described as a whole as follows, to-wit:

BEGINNING for the same at the southeasterly corner of Fifth Street and Seymour Street, and running then with Fifth Street South 75 degrees 23 minutes East 50 feet to the dividing line between Lots Nos. 45 and 46 in said addition, then with said dividing line South 14 degrees 37 minutes West 90 feet, more or less, to the northerly side of a 10 foot alley, then with said alley North 86 degrees 41 minutes West 50.5 feet to the easterly side of Seymour Street, and then with said Seymour Street North 14 degrees 37 minutes East 100 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Harry K. Poling et ux, dated December 31, 1952, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage 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 above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, 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, representatives, heirs or assigns.

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

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental taxes that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

*James W. Brookman* (SEAL)  
 James W. Brookman  
*George W. Brant* (SEAL)  
 George W. Brant  
*Emmett Carr* (SEAL)  
 Emmett Carr  
 Trustees for the Church of (SEAL)  
 God of Cumberland, Maryland

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 23rd day of DECEMBER

in the year nineteen Hundred and Fifty three, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for said County, personally appeared  
*James W. Brookman*,  
*George W. Brant* and *Emmett Carr*, Trustees for the  
Church of God of Cumberland, Maryland,

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 George W. Legge, Attorney and  
agent for the within named mortgagee and made oath in due form of law, that the consideration  
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form  
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



my hand and Notarial Seal the day and year aforesaid.

*James W. Brookman*  
Notary Public.

FILED AND RECORDED DECEMBER 29 1953 at 11:30 A.M.

PURCHASE MONEY

This Mortgage, Made this 23rd day of DECEMBER in the

year Nineteen Hundred and fifty three by and between

J. Louis Shefferman and Gladys H. Shefferman,

his wife,

of Allegany County, in the State of Maryland, part 1st of the first part, here-  
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body

corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-  
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Ubercas, the said mortgagee has this day loaned to the said mortgagors, the sum of  
Five Thousand 00/100 - - - - - (\$5000.00) - - - - - Dollars,  
which said sum the mortgagors agree to repay in installments with interest thereon from  
the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Fifty 00/100 - - - - - (\$50.00) - - - - - Dollars  
on or before the first day of each and every month from the date hereof, until the whole of said  
principal sum and interest shall be paid, which interest shall be computed by the calendar month,  
and the said installment payment may be applied by the mortgagee in the following order: (1) to  
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges  
of every nature and description, ground rent, fire and tornado insurance premiums and other  
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-  
said 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 follow-  
ing described property, to-wit:

All that lot or parcel of ground situated on the southerly  
side of Camden Avenue, in Gates Addition to the City of Cumberland,  
Allegany County, Maryland, known and designated as Lot No. 7 on  
the plat of said addition and an unnumbered parcel adjoining said  
Lot No. 7 and particularly described as follows:

BEGINNING for the same at a stake on the southerly side  
of Camden Avenue at the end of the first line of Lot No. 6 in said  
Gates Addition and running then with the southerly side of said  
Camden Avenue, South 66 degrees and 10 minutes West 58 feet; then  
at right angles to said Camden Avenue, South 23 degrees and 50  
minutes East 150 feet to a 16 foot alley, and with it North 66 degrees  
and 10 minutes East 58 feet to the end of the second line of the  
aforesaid lot No. 6 and reversing said second line North 23 degrees  
and 50 minutes West 150 feet to the place of beginning.

BEING the same property which was conveyed unto the parties  
of the first part by deed of Clarence E. Horn and Jessie H. Horn, his  
wife, of even date, which is intended to be recorded among the Land  
Records of Allegany County, Maryland, simultaneously with the recording  
of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at  
the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the ag-  
gregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt  
exceed the original amount hereof provided, the full amount of any such advance is used for pay-  
ing the costs of any repairs, alterations or improvements to the mortgaged property as provided  
in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any  
amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the  
payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or  
wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional col-  
ateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid bal-  
ance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the  
payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the  
Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this  
indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this  
indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or



at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally in, 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 above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, 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, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand 00/100 - - - - (\$5000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

*George W. Legge* (SEAL)  
*J. Louis Shaffer* (SEAL)  
 J. Louis Shaffer  
 Gladys H. Shaffer

State of Maryland,  
 Allegany County, to-wit:

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

in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

J. Louis Shaffer and Gladys H. Shaffer, 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 George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



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

*George W. Legge*  
 Notary Public.

FILED AND RECORDED DECEMBER 29<sup>th</sup> 1953 at 11:30 A.M.

PURCHASE MONEY

This Mortgage, Made this 27th day of DECEMBER in the

year Nineteen Hundred and fifty-three by and between

William E. Deatelhauser and Dorothy V. Deatelhauser,

his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Two Thousand Three Hundred Forty 00/100 - (\$2340.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-two 21/100 - (\$22.24) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that piece or parcel of ground situated on East First Street, in the City of Cumberland, Allegany County, Maryland, and being a part of Lot No. 2 of the Cumberland Improvement and Investment Company's Southern Addition to Cumberland, Maryland, (a plat of which said addition is filed in the Land Recorder's Office of Allegany County, in Plat Book No. 1, Folio 35) and particularly described as follows: (magnetic courses as of date of original subdivision, 1901, and horizontal distances being used)

BEGINNING for the same at the southwest corner of the intersection of East First Street with Flora Alley, said point being also the northeast corner of the aforesaid Lot No. 2, and running then with part of the outlines of the whole lot and the southerly limits of East First Street,

- N 71° 26' W 20.00 feet to a point where the line of the outside face of the north wall of the double dwelling erected upon the whole parcel, of which the premises herein intended to be conveyed is a part, intersects with the centerline of the main partition wall of said double dwelling, then with said centerline
- S 18° 34' W 40.00 feet to a point on the outside face of the south wall of the aforesaid double dwelling, then with said outside face
- S 71° 26' E 20.00 feet to the westerly limits of Flora Alley, and with said limits and coincident with the outside face of the east wall of said double dwelling
- N 18° 34' E 40.00 feet to the beginning, containing 800 square feet.

Also, whatever right and interest the grantors herein and their predecessors in title have used and occupied in such area outside the first, third and fourth lines of the above described premises, which said outside area, holds the cornices and window walls incidental to

the half-double dwelling erected upon said premises.

THIS MORTGAGE further witnesseth that the aforesaid partition wall extending along the second line hereof shall be a wall common to both sides of the aforesaid double dwelling house.

The premises hereon described and intended to be conveyed are known as No. 9, East First Street, and is the same property which was conveyed unto the grantors herein by deed of Thelma Leora Swartzvelder of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage 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 above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor or their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, 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, representatives, heirs or assigns.

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

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate payment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs

and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

*William E. Deatshauer* (SEAL)  
*Dorothy V. Deatshauer* (SEAL)

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 24th day of DECEMBER

in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

William E. Deatshauer and Dorothy V. Deatshauer, 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 George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



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

*George W. Legge*  
Notary Public.

FILED AND RECORDED DECEMBER 29 1953 at 3:50 P.M.

PURCHASE MONEY

This Mortgage, Made this 30th day of October,

in the year one thousand nine hundred and fifty-three, by and between  
HARRY R. DUCKWORTH and PHILOMENA DUCKWORTH, his wife,  
of Allegany County, State of

Maryland, of the first part, and E. RAY JONES and LEWIS K. JONES, Executors of the estate of John H. Miller, late of Allegany County,

State of Maryland, deceased, of the second part, WITNESSETH:

Whereas, the said parties of the first part have this day executed and delivered unto the said parties of the second part their certain joint and several promissory note for the sum of Forty-three Hundred and Sixty-five Dollars and Sixty-five Cents (\$4365.65), bearing even date herewith and payable, with interest thereon at the rate of six per cent (6%) per annum, to the order of the said parties of the second part in monthly installments of not less than Thirty Dollars (\$30.00) each, commencing on the 1st day of December, 1953, and continuing monthly thereafter until the full amount thereof shall have been paid, said monthly installment to be applied, first, to the interest for the preceding month and the balance of the payment as a credit on the unpaid principal, said note representing an indebtedness of the said parties of the first part to the estate of the said John H. Miller, deceased, it being a condition precedent to the acceptance of said note that this mortgage lien should be executed as security therefor.

IT IS AGREED that upon default in the payment of any one of the installments above provided, the full amount then unpaid shall, at the option of the parties of the second part, become due and demandable, and that failure to exercise this option shall not constitute a waiver of the right to exercise the same at some future time.

This mortgage is given in substitution for a certain other mortgage executed by the parties of the first part to said John H. Miller, dated April 17, 1951, and recorded in Liber No. 24, folio 617, one of the Mortgage Land Records of Allegany County, Maryland, in order to correct certain defects found to exist in the same, and is a purchase money mortgage.

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

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

and assigns, the following property, to-wit:

All that certain lot or parcel of land situate in the Town of Westernport, Allegany County, Maryland, as designated on the George D. Dixon Plat of Hammond Street Addition to the Town of Westernport, and known as Lot "C" on said plat, which plat is of record among the Land Records of Allegany County, Maryland, and being the same lot conveyed to the said parties of the first part by deed from John H. Miller, dated April 17, 1951, and recorded in Liber C.R.S. No. 233, folio 533, one of the Land Records of Allegany County, Maryland, to which said deed and the record thereof reference is hereby made.

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

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

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

or assigns, the aforesaid principal sum of Forty-three Hundred and Sixty-five

Dollars and Sixty-five Cents (\$4365.65), together with the interest

thereon, when and as the same shall become due and demandable, accord-

ing to the words, tenor and effect of said promissory note,

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

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 the 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 be due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their successors, their executors, administrators and assigns or their heirs, heirs or assigns, 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 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, Allegany County, Maryland,

which terms shall be for cash, and the proceeds arising from such sale to apply, first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of ten percent to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half said commissions and other expenses incurred shall be allowed and paid as costs by the mortgagors, their representatives, heirs or assigns; 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 said parties of the first part, their heirs or assigns.

And the said parties of the first part

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

Four Thousand dollars, and cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagors, their successors or assigns, to the extent of their lien or claim thereunder, and to place such policy or policies forthwith in possession of the mortgagors, otherwise said parties of the second part may at their option effect said insurance, and collect the premium or premiums paid therefor, with interest thereon as part of the mortgage debt.

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

Witness the hands and seals of said mortgagors:

Attest:
Richard H. Whitworth
Harry R. Duckworth [SEAL]
Philomena Duckworth [SEAL]

State of Maryland, Allegany County, to-wit:

On this 30th day of October, 1953, before me, Richard H. Whitworth, the undersigned officer personally appeared Harry R. Duckworth and Philomena Duckworth, his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. And at the same time before me personally appeared Es. Ray Jones, one of the within named mortgagors, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and also made oath in due form of law that he is the attorney and authorized to make this affidavit.

Richard H. Whitworth
Notary Public
ALLEGANY COUNTY, MARYLAND

FILED AND RECORDED DECEMBER 29 1953 at 11:30 A.M.

This Mortgage, Made this 28th day of DECEMBER in the year Nineteen Hundred and fifty-three by and between Lino F. Franchi and Mary J. Franchi, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Thirteen Thousand Four Hundred Ten 00/100 Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Eighty-four 00/100 Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being in Election District No. 23 and more particularly described as follows, to-wit:

BEGINNING for the same on the southeast side of Frederick Street at a point North 37 degrees 20 minutes East 76 feet from the intersection of said side of said Frederick Street with the South-westerly boundary of the whole tract formerly owned by Frank B. Valentine, said point of beginning being also the beginning of a tract conveyed by Alice M. Valentine, et al, to Frederick B. Valentine by deed dated December 12, 1936, and recorded in Deeds Liber 176, folio 355, among the Land Records of Allegany County, Maryland, and running then with said side of said Frederick Street North 37 degrees 20 minutes East 76 feet, more or less, to the end of the fifth line in the second parcel of a deed from Alice M. Valentine, widow, to Jesse F. Valentine, et ux, dated May 14, 1942, and recorded in Deeds Liber 195, folio 684, among the Land Records of Allegany County, Maryland; then reversing said fifth line South 49 degrees 15 minutes East 462.3 feet, more or less, then with part of the fourth line in the last mentioned deed reversed South 37 degrees 30 minutes West 70.5



feet to the end of the third line in a deed from Jesse F. Valentine et ux, to Frederick B. Valentine, dated July 19, 1947, and recorded in Deeds Liber 216, folio 284, among the Land Records of Allegany County, Maryland, then with the fourth line of the last mentioned deed and the same extended North 47 degrees 15 minutes West 467.6 feet, more or less, to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Francis J. Valentine, Jr. and Betty Jean Valentine, his wife, dated the 10th day of October, 1952, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 245, folio 141.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage 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 above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, 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, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-

gagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least ~~Thirteen Thousand Four Hundred Ten 00/100~~ Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all law-due taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

*George W. Legge*

*Lino J. Franchi* [SEAL]  
LINO J. FRANCHI  
*Mary J. Franchi* [SEAL]  
MARY J. FRANCHI

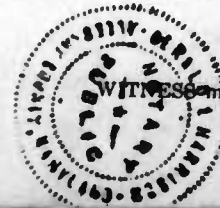
State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 28TH day of DECEMBER

in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Lino J. Franchi and Mary J. Franchi, 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 George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



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

*George W. Legge*  
Notary Public.

FILED AND RECORDED DECEMBER 30<sup>th</sup> 1953 at 11:15 A.M.

THIS MORTGAGE, Made this *28<sup>th</sup>* day of December, 1953, by and between Raymond T. Mull and Katherine W. Mull, his wife, of the first part, sometimes hereinafter called the Mortgagors, and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Trustee for Bess R. Buchanan U/T/A dated July 11, 1949, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the Mortgagee in the full and just sum of Four Thousand Sixty-One and 25/100 (\$4,061.25) Dollars, as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Six Per Centum (6%) per annum, said interest being payable in quarterly installments 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 on said note to be payable on the *1st* day of *January 1954*

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Raymond T. Mull and Katherine W. Mull, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee for Bess R. Buchanan U/T/A dated July 11, 1949, its successors or assigns, the following property, to-wit:

All that lot and part of lot known as Lot Number 62 and the Southerly one-half of Lot Number 63 of Moran's Addition to the City of Cumberland, Maryland, said lots being situated on Somerville Avenue in the City of Cumberland, Allegany County and State of Maryland and said lot and part of lot being described as a whole as follows, to-wit:

BEGINNING for the same at a point on the Westerly side of Somerville Avenue at the end of the first line of Lot Number 61 of said Moran's Addition, said beginning point being also the end of the first line of the deed from Michael P. Moran and wife to Frank C. Smith and wife, recorded in Liber No. 161, folio 352, one of the Land Records of Allegany County, Maryland, and running thence with the Westerly side of said Somerville Avenue, North 21 degrees 24 minutes East 37½ feet, thence North 68 degrees 36 minutes West 100 feet to the end of the second line of Lot Number 43 of said Moran's Addition and thence with the third line of said Lot Number 43, South 21 degrees 24 minutes West 37½ feet to the

end of the second line of Lot Number 62 and with said second line reversed, South 68 degrees 36 minutes East 100 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Michael P. Moran and wife, by deed dated the 11th day of February, 1939, and recorded in Liber No. 182, folio 560, one of the Land Records of Allegany County.

ALSO: All that lot or parcel of ground situated on the Westerly side of Somerville Avenue, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot Number Sixty-Four and the Northerly one-half of Lot Number Sixty-Three in Moran's Addition to Cumberland, and particularly described as follows, to-wit:

BEGINNING for the same on the Westerly side of Somerville Avenue at the end of 12½ feet on the first line of said whole Lot Number Sixty-Three, and running thence with said side of said Avenue, North 21 degrees and 24 minutes East 37½ feet, then North 68 degrees and 36 minutes West 100 feet, then South 21 degrees and 24 minutes West 37½ feet, then South 68 degrees and 36 minutes East 100 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Charles C. Hartman, unmarried, by deed dated the 4th day of August, 1952, and recorded in Liber No. 243, folio 106, one 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 above described property unto the said Mortgagee, its successors and assigns, in fee simple 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 sum of Four Thousand Sixty-One and 25/100 (\$4,061.25) Dollars, together with the interest thereon when and as the same becomes 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.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagors 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 Mortgagors hereby covenant 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 Mortgagors also consent 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 provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagors shall have sixty days after the receipt of said notice to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors, 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 then matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure

forthwith, and pending the existence of this Mortgage, to keep insured in some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Sixty-One and 25/100 (\$4,061.25) 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, 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 hereto.

WITNESS the hands and seals of the said Mortgagors the day and year above written.

WITNESS:

*Raymond T. Mull*

*Raymond T. Mull* (SEAL)  
Raymond T. Mull

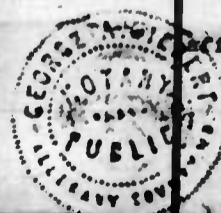
*Katherine W. Mull* (SEAL)  
Katherine W. Mull

STATE OF MARYLAND  
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 28<sup>th</sup> day of December, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Raymond T. Mull and Katherine W. Mull, 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, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, 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 the year above written.



*George A. Siebert*  
Notary Public

FILED AND RECORDED DECEMBER 30<sup>th</sup> 1953 at 1:50 P.M.

**PURCHASE MONEY**  
**This Mortgage**, Made this 30th day of December

in the year Nineteen Hundred and Fifty-three, by and between

Kenneth H. White and Fannie R. White, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and

Mercantile-Safe Deposit and Trust Company, a corporation incorporated under the Laws of the State of Maryland, Trustee under the Will of Frank M. Wilson, deceased.

of ~~Allegany~~ County, in the State of ~~Maryland,~~

party of the second part, WITNESSETH:

**Whereas**, the parties of the first part are justly indebted unto the party of the second part in the full sum of Six Thousand Dollars (\$6,000.00), which said principal sum, together with the interest thereon at the rate of four percentum (4%) per annum, shall become due and payable one (1) year from the date hereof; said indebtedness being a part of the purchase money advanced by the party of the second part to the parties of the first part in connection with their purchase of the property hereinafter described, and this being a purchase money mortgage to secure the same.

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

White, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Mercantile-Safe Deposit and Trust Company, Trustee under the Will of Frank M. Wilson, deceased, its successors heirs and assigns, the following property, to-wit:

All that lot or parcel of ground located on the Northerly side of Washington Street in the City of Cumberland, Allegany County, Maryland, and which parcel is more particularly described as follows:

BEGINNING for the same at a point on the Northerly side of Washington Street at the end of a line drawn South 78 degrees 50 minutes East 51.5 feet from the intersection of said side of Washington Street and the easterly side of North Allegany Street, and running North 11 degrees 00 minutes East 106.9 feet to a stake; thence parallel with the Northerly side of Washington Street and 106.9 feet

distant therefrom, South 78 degrees 50 minutes East 45 feet to a stake; thence parallel with North Allegany Street and 96.5 feet distant therefrom, South 11 degrees 00 minutes West 106.9 feet to the Northerly side of Washington Street; thence with Washington Street North 78 degrees 50 minutes West 45 feet to the place of

beginning. Improvements thereon being known as Nos. 415/415 1/2 Washington Street, Cumberland, Maryland.

It being part of the first parcel of land mentioned and described in a deed from Benjamin A. Richmond, Assignee, to W. Milnor Roberts, Jr., dated December 13, 1913, and recorded among the Land Records of Allegany County, Maryland, on March 9, 1920, in Liber No. 132, folio 78, a reference to which said deed and records is hereby made.

It likewise being one of the properties of which the said W. Milnor Roberts, Jr., died seized and possessed, and which by his last Will and Testament dated March 1, 1943, and recorded in Liber "V", folio 189, one of the Wills Records of Allegany County, he devised to Frederick H. Roberts and The Liberty Trust Company of Cumberland, in trust; and it likewise being the same property conveyed by the said Frederick H. Roberts and The Liberty Trust Company of Cumberland, Trustees, to the said Kenneth H. White and Fannie R. White, his wife, by deed of even date herewith and intended to be recorded simultaneously with this purchase money mortgage among the Land Records of Allegany County, Maryland.

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

Provided, that if the said Kenneth H. White and Fannie R. White, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Mercantile-Safe Deposit and Trust Company, Trustee under the Will of Frank M. Wilson, deceased, its successors or assigns, the aforesaid sum of Six Thousand Dollars (\$6,000.00)

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

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

Kenneth H. White and Fannie R. White, his wife,

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

White, his wife, hereby covenant to pay when legally demandable.

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

and these presents are hereby declared to be made in trust, and the said

Mercantile-Safe Deposit and Trust Company, Trustee under the Will of Frank M. Wilson, deceased, its successors or

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

matured or not; and as to the balance, to pay it over to the said their Kenneth H. White and Fannie R. White, his wife, heirs or assigns, and



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

And the said Kenneth H. White and Fannie R. White, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successor or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand (\$6,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors heirs or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors:

Attest

May O. Kelly

Kenneth H. White [Seal]
Fannie R. White [Seal]

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 10th day of December

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

Kenneth H. White and Fannie R. White, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed, and at the same time before me personally appeared

the within named mortgagor 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.

May O. Kelly Notary Public



STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 21st day of December, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Charles S. Hubbard - Agent of Mercantile-Safe Deposit and Trust Company, Trustee under the Will of Frank H. Wilson, deceased, the within named mortgagor, 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.

Ralph W. Romanis Notary Public

RALPH W. ROMANIS NOTARY PUBLIC City Commission Expires May 2, 1955



FILED AND RECORDED DECEMBER 30 1953 at 1:55 P.M.

PURCHASE MONEY

This Mortgage, Made this 30th day of December

in the year nineteen hundred and fifty-three by and between

JOHN H. BURR and ELEANOR R. BURR, his wife,

of Allegany County and the State of Maryland, parties of the first part and the

Western Maryland Building and Loan Association, Incorporated,

a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

--- TWELVE THOUSAND --- (\$12,000.00) --- Dollars, on One hundred twenty - Shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

ALL those lots, pieces or parcels of ground lying and being on the northerly side of Washington Street in Cumberland, Allegany County, Maryland, which is more particularly described as follows, to wit:

BEGINNING for the same at a point on the northerly side of Washington Street at the end of a line drawn South 78 degrees 50 minutes East 96.5 feet from the intersection of said side of Washington Street and the Easterly side of North Allegany Street, and running North 11 degrees 00 minutes East 106.9 feet to a stake; thence parallel with the northerly side of Washington Street and 106.9 feet distant therefrom, South 78 degrees 50 minutes East 105.5 feet to the westerly side of Paw Paw Alley; thence with said side of Paw Paw Alley, South 11 degrees 00 minutes West 106.9 feet to Washington Street; thence with Washington Street North 78 degrees 50 minutes West 105.5 feet to the beginning.

IT being the same property which was conveyed by the Liberty Trust Company

et al Trustees, to John H. Burr et ux by deed dated December 30<sup>th</sup> 1953, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

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

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make, or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of - - Twelve Thousand - - - - - Dollars with six (6) - - - - - per cent interest thereon, payable in 108 monthly payments of not less than \$144.12 each, on or before the 17th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 17th day of January, 1954, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 17th day of December, 1962.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Thousand - - - - - Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Caracaden its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said parties of the first part as their interest may appear.

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

Test:

*Patty Ann Davis*

*John H. Burr* (SEAL)  
*Eleanor R. Burr* (SEAL)

State of Maryland,  
Allegany County, to wit:

I hereby certify that, on this 30th day of December 1953 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared John H. Burr and Eleanor R. Burr, his wife, and they acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth: and the said oath that he is the Secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this 17th day of December 1953.



*Patty Ann Davis*  
Notary Public

FILED AND RECORDED DECEMBER 30<sup>th</sup> 1953 at 1:55 P.M.

*Patterson Money Lender*  
**This Mortgage**, Made this 30<sup>th</sup> day of December, in the year Nineteen Hundred and fifty-three, by and between JOHN H. BURR and ELEANOR R. BURR, his wife,

of Allegany County, in the State of Maryland part 1<sup>st</sup> of the first part, and FREDERICK H. ROBERTS, VIRGINIA R. OSWALD, MARTHA R. JONES, HELEN R. BERRY, FANNIE W. WHITE and ELIZABETH R. BARNARD

of Allegany County, in the State of Maryland part 1<sup>st</sup> of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said parties of the second part, their heirs and assigns, in the full sum of

THREE THOUSAND FIVE HUNDRED FORTY-NINE - - 47/100 DOLLARS (\$3549.47)

payable one year after date of these presents, together with interest thereon at the rate of four per centum (4%) per annum, payable annually, which said indebtedness, together with interest as afore-

said, the said parties of the first part hereby covenant to pay to the said parties of the second part, their heirs and assigns, 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 parties of the second part their heirs and assigns, the following property, to-wit:

ALL those lots, pieces or parcels of ground lying and being on the northerly side of Washington Street in Cumberland, Allegany County, Maryland, which is more particularly described as follows, to wit:

BEGINNING for the same at a point on the northerly side of Washington Street at the end of a line drawn South seventy-eight degrees fifty minutes East ninety-six and five-tenths feet from the intersection of said side of Washington Street and the Easterly side of North Allegany Street, and running North eleven degrees no minutes East One Hundred six and nine-tenths feet to a stake; thence parallel with the northerly side of Washington Street and One Hundred six and nine-tenths feet distant therefrom, South seventy-eight degrees fifty minutes East One Hundred five and five-tenths feet to the westerly side of Paw Paw Alley; thence with said side of Paw Paw Alley, South 11 degrees no minutes West One Hundred six and nine-tenths feet to Washington Street; thence with Washington Street North seventy-eight degrees fifty minutes West one hundred five and five-tenths feet to the beginning.

IT being the same property which was conveyed by The Liberty Trust Company et al, Trustees, to John H. Burr et ux, by deed dated December 1953, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage. This mortgage is subordinate to a mortgage of even date herewith from the parties of the first part to the Western Maryland Building and Loan Association.

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

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

THREE THOUSAND FIVE HUNDRED FORTY-NINE and 47/100 DOLLARS together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

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

**COBEY, CARSCADEN and GILCHRIST** its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be

at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over

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

**And** the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Five Hundred Forty-nine and 47/100 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 insure to the benefit of the mortgagee, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

**Witness,** the hands and seals of said mortgagors.

Witness:

*John J. Robinson*

*John H. Burr* [Seal]  
JOHN H. BURR

*John J. Robinson*

*Eleanor R. Burr* [Seal]  
ELEANOR R. BURR

**State of Maryland,  
Allegany County, to-wit:**

**I hereby certify,** That on this 30<sup>th</sup> day of December

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

JOHN H. BURR and ELEANOR R. BURR, his wife

and each acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared Robert E. Barnard, Attorney in fact for Frederick H. Roberts, Virginia R. Oswald, Martha R. Jones, Helen R. Berry, Fannie W. White and Elizabeth R. Barnard, 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, and that said Robert E. Barnard further made oath that he is duly authorized to make this affidavit on behalf of said mortgagees.

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



*James M. ...*  
Notary Public

FILED AND RECORDED DECEMBER 30<sup>th</sup> 1953 at 2:30 P.M.

THIS MORTGAGE, Made this 28<sup>th</sup> day of December, 1953, by and between LINO J. FRANCHI and MARY J. FRANCHI, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bonafide indebted unto the party of the second part in the full and just sum of Four Thousand (\$4,000.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of not less than Thirty Four Dollars and Eighty Five Cents (\$34.85) beginning on the 28<sup>th</sup> day of January, 1954, and a like and equal sum of not less than Thirty Four Dollars and Eighty Five Cents (\$34.85) on the said 28<sup>th</sup> day of each and every month thereafter, said monthly payments to be applied first to interest and the balance to unpaid principal debt until the 28<sup>th</sup> day of January, 1964, when the entire unpaid principal debt together with the interest thereon shall become due and payable.

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 confirm unto the said party of the second part, its successors and assigns;

ALL that lot or parcel of ground situated near the Southerly side of Walnut Street, Allegany County, Maryland, known and designated as Lot No. 6 on the plat of the subdivision of the property of Florence I. Martz on Walnut Street and described as follows:

BEGINNING at the end of the second line of Lot No. 5 of said sub-division, said point of beginning being also distant North 58 degrees 46 minutes West 125.97 feet from the intersection of the North side of an unnamed alley with the westerly side of Walnut Alley, and running thence North 28 degrees 30 minutes E. 88.5 feet, thence North 67 degrees 42 minutes West 44 feet, thence South 26 degrees 30 minutes West 38 feet, thence South 65 degrees 43 minutes East 12.9 feet, thence South 26 degrees 30 minutes West 44.1 feet to said unnamed alley, thence South 58 degrees 46 minutes East 28.05 feet to the place of beginning.

It being the same property conveyed to the first parties by Paul J. Stein, Sr. and Mary M. Stein, his wife, by deed dated the 17th day of November, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 223, folio 180.

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 Four Thousand(\$4,000.00) 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 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 Four Thousand (\$4,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure to the benefit of the mortgagee, its successors, or assigns to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

W. C. Capper

Lino J. Franchi (SEAL)  
LINO J. FRANCHI

Mary J. Franchi (SEAL)  
MARY J. FRANCHI

STATE OF MARYLAND,  
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 28 day of December, 1953, before me, the subscriber, a Notary Public in and for the State and County, aforesaid, personally appeared LINO J. FRANCHI and MARY J. FRANCHI, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, 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.



Hazel H. O'Brien  
Notary Public  
My Commission expires May 2, 1955

FILED AND RECORDED DECEMBER 31 1953 at 10:30 A.M.  
PURCHASE MONEY

**This Mortgage**, Made this 24th. day of December in the year

Nineteen Hundred and Fifty - three by and between

ROBERT N. WILSON and THELMA L. WILSON, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

**WITNESSETH:**

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of

SEVEN THOUSAND FIVE HUNDRED AND NO/100 ----- Dollars  
(\$ 7,500.00 ) with interest at the rate of six per centum ( 6 % ) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Sixty-six ----- 10/00 Dollars,

(\$ 66.10 ) commencing on the 24th. day of January, 1954 and on the 24th. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 24th. day of December, 1967. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

ROBERT N. WILSON and THELMA L. WILSON, his wife,

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

FIRST PARCEL

All that lot, piece or parcel of land situate, lying and being on the North-easterly side of the National Highway, U. S. Route 40 about 4-1/8 miles Eastwardly from the City of Cumberland, in Election District No. 21, Allegany County, Maryland, and being particularly described in a deed to the said Robert N. Wilson and Thelma L. Wilson, his wife, from Jesse M. Wilson et ux, dated August 25, 1930 and recorded in Liber No. 164, folio 61 among the Land Records of Allegany County, Md.

SECOND PARCEL

All that lot, piece or parcel of land adjoining said First Parcel which was conveyed to the said Robert N. Wilson and Thelma L. Wilson, his wife, by deed from John A. Wentling et ux., dated November 20, 1937 and recorded in Liber No. 179, folio 549 among said Land Records of Allegany County, Maryland.



THIRD PARCEL

All that lot, piece or parcel of land situate, lying and being in Election District No. 11, in the Town of Frostburg, Allegany County, Maryland, and fronting 70.48 feet on Beall's Lane with a depth of approximately 270 feet.

Being the same property which was conveyed to the said Robert N. Wilson and Thelma L. Wilson, his wife, by deed of even date herewith, from Harry Thomas, Executor of the Estate of Mary E. Fischer, deceased, which is intended to be recorded among said Land Records of Allegany County, Maryland, simultaneously with this mortgage.

THIS MORTGAGE CONSTITUTES A PURCHASE MONEY MORTGAGE AS TO THIS THIRD PARCEL.

Special reference is hereby made to each of the aforesaid deeds for a further and more particular description of each of said parcels of land.

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

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

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

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

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

AND the said mortgagor, further covenants with the mortgagee as follows:

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

SEVEN THOUSAND FIVE HUNDRED AND NO/100 ----- (\$ 7,500.00 ) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute

proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

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

WITNESS the hand and seal of said mortgagor.

ATTEST:

*Ralph M. Pace*  
Ralph M. Pace

*Robert N. Wilson* (SEAL)  
*Thelma L. Wilson* (SEAL)  
THELMA L. WILSON

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 24th day of December in the year Nineteen Hundred and Fifty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

ROBERT N. WILSON and THELMA L. WILSON, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared William B. Yates, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

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



*Ralph M. Pace*  
Notary Public

FILED AND RECORDED DECEMBER 31 1953 at 1:05 P.M.  
OF REAL AND PERSONAL PROPERTY

This Mortgage, Made this 31st day of December

in the year Nineteen Hundred and Fifty-Three, by and between  
Raymond P. Mummert and Elizabeth S. Mummert, his wife,

of Allegany County, in the State of Maryland  
parties of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said Raymond P. Mummert and Elizabeth S. Mummert, his wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just and full sum of Fifteen Hundred Dollars (\$1500.00), to be paid with interest at the rate of six per cent (6%) per annum, to be computed monthly on unpaid balances, in payments of at least Twenty-Five Dollars (\$25.00) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accrued thereon, is paid in full, to secure which said principal, together with the interest accruing thereon, these presents are made.

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, the said Raymond P. Mummert and Elizabeth S. Mummert, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

FIRST: All that piece or parcel of ground situate, lying and being on the Northerly side of Frank's Lane, in Cumberland, Allegany County, Maryland, being known and designated as a portion of Lots Nos. 63, 64, 65, 66 and 67 of the Wilsonia Addition to Cumberland, said parcel of ground being more particularly described as follows:  
BEGINNING for the same at a stake on the Northerly side of Frank's Lane, North 86 degrees 25 minutes West 35.76 feet from the intersection of said side of Frank's Lane with the Westerly side of Ontario Street, and running (1) thence with said Frank's Lane, North 86 degrees 25 minutes West 45.04 feet to a stake on the Easterly side of Bird Alley; (2) thence with said Alley, North 13 degrees 35 minutes East 121.75 feet to a stake at the end of the division line between Lots Nos. 67 and 68; (3) thence with a portion of said

division line, South 76 degrees 25 minutes East 44.27 feet to a stake; (4) thence at right angles and cutting across the whole of Lots Nos. 67, 66, 65, 64 and 63, South 13 degrees 35 minutes West 113.94 feet to the place of beginning; and including a right of way for ingress, egress and maintenance of sewer, water and gas lines over a strip of land three feet wide East of and adjoining the fourth line of the above described lot, and running back from Frank's Lane an equal width seventy feet, and subject to a right of way for the benefit of the adjoining property on the East for ingress, egress and maintenance of sewer, water and gas lines, over a strip of land two feet wide west of and adjoining the fourth line of the above described lot, and running back an equal width seventy feet from Frank's Lane, the said right of way or alley, altogether five feet wide, being for the use and benefit of the adjoining properties as aforesaid.

It being the same property which was conveyed unto the said Raymond F. Mummert and Elizabeth S. Mummert, his wife, by Anthony C. Clupp and Bernadette I. Clupp, his wife, by deed dated September 22nd, 1953, and recorded in Liber 254, Folio 393, one of the Land Records of Allegany County.

**SECOND:** Also the following items of personal property:

- 1 T. V. Chair
- 1 Apt. size Tappan Gas Stove
- 1 G. E. Washing machine
- 1 Metal table and four-chair breakfast set
- 1 1948 G. E. Refrigerator
- 1 1953 Airline T. V. Set (17 inch)
- 1 Simmons rollaway bed
- 1 Ohio Coal Heating Stove
- 2 End Tables
- 1 Coffee Table
- 1 Simmons bed complete including box spring and innerspring mattress
- 1 Bedroom suite complete (including vanity, stool, wardrobe and dresser, bed with springs and innerspring mattress)
- 1 G. E. Table model radio
- 1 table lamp and a wall lamp

The above items of personal property are located in the home of the said parties of the first part at 522 Frank's Lane, Cumberland, Maryland.

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

Provided, that if the said Raymond F. Mummert and Elizabeth S. Mummert, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Fifteen Hundred-----Dollars (\$ 1500.00 ) together with 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

Raymond F. Mummert and Elizabeth S. Mummert, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgages debt and interest thereon, the said Raymond F. Mummert and Elizabeth S. Mummert, his wife, hereby covenant to pay when legally demandable.

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

F. Brooke Whiting, its

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

to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Raymond F. Mummert and Elizabeth S. Mummert, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Raymond F. Mummert and Elizabeth S. Mummert, his wife

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

Fifteen Hundred-----Dollars,

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

Witness, the hand and seal of said mortgagors

Attest:

Ethel McCarty  
Ethel McCarty

Raymond F. Mummert [SEAL]  
Raymond F. Mummert

Elizabeth S. Mummert [SEAL]  
Elizabeth S. Mummert

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 31st day of December

in the year nineteen Hundred and Fifty-Three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Raymond F. Mummert and Elizabeth S. Mummert, his wife,

and they acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared

Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland.

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

Marcus A. Naughton further made oath in due form of law that he is the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumberland, Maryland and duly authorized to make this affidavit.

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



Ethel McCarty  
Ethel McCarty-----Notary Public.



FILED AND RECORDED DECEMBER 31<sup>st</sup> 1953 at 11:30 A.M.

**This Mortgage.** Made this 31<sup>st</sup> day of December in the year

nineteen hundred and fifty-three by and between

FRANCIS P. MCCOY and ELIZABETH J. MCCOY, his wife  
of Allegany County, State of Maryland, part of the first part, Mortgagor(s) and

**The Western Maryland Investment Company**

a corporation duly incorporated under the laws of the State of Maryland, party of the second part, Mortgagee.

Whereas, the said Mortgagee has this day loaned to the said Mortgagor(s), the sum of **Five Thousand and Eight Hundred and 00/100 - - - - Dollars ( \$5,800.00 )** being the balance of the purchase money for the property hereinafter described,

And Whereas, the said Mortgagor(s) agree(s) to repay to the Mortgagee the sum so loaned with interest thereon at the rate of **four and one-half** per centum ( 4 1/2 %) per annum, in the following manner:

By the payment of **FORTY FIVE AND 00/100 DOLLARS - - - - - ( \$45.00 )** plus one-twelfth of the annual taxes, water rents, ~~ground rent~~, insurance premiums, and other charges and assessments on or before the first day of each and every month from the date hereon, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

First: To the payment of all taxes, water rents, assessments or charges of every nature and description, ~~ground rent~~, insurance premiums and other charges affecting the hereinafter described property;

Second: To the payment of interest;

Third: Towards the payment of the aforesaid principal sum.

And Whereas said Mortgagor(s), their heirs, personal representatives and assigns, shall have the privilege of prepaying the mortgage debt hereby secured with all interest and other charges at any time before maturity thereof and before default, provided that as a consideration for the acceptance of such prepayment within four years from the date hereof, the mortgagor(s) shall pay an additional sum of one per centum (1%) of the balance due if prepayment is made within one year, an additional sum of three-fourths of one per centum (3/4%) of the balance due if prepayment is made within two years, an additional sum of one-half of one per centum (1/2%) of the balance due if prepayment is made within three years, or an additional sum of one-fourth of one per centum (1/4%) of the balance due if prepayment is made within four years.

And Whereas, this mortgage shall also secure future advances as provided by Article 66 Section 2 of the Public General Laws of Maryland or any supplement or amendment thereof.

And Whereas, the due execution of this mortgage was a condition precedent to the making of said loan.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of One Dollar, the Mortgagor(s) hereby grant(s), convey(s) and assign(s) unto THE WESTERN MARYLAND INVESTMENT COMPANY, its successors and assigns.

ALL THOSE piece(s) or parcel(s) of ground situated and lying in Allegany County, State of Maryland, described as follows:

ALL THOSE lots or parcels of ground known and distinguished as lots Nos. 15 and 16, Block No. 3, McCraw's Lots as shown on a plat thereof filed for record in Plat Case Box No. 137, of the Land Records of Allegany County, Maryland, said lots being described as a whole as follows, to wit:

BEGINNING for the same at a point on the Southwesterly side of C Street in said Addition at the end of the first line of Lot No. 14 in said Block No. 3 and running thence with the Southwesterly side of said C Street, North 40 degrees 2 minutes West 80 feet, thence South 49 degrees 58 minutes West 120 feet to the Northeasterly side of a 12 foot alley, thence with

said side of said alley, South 40 degrees 2 minutes East 80 feet, thence leaving said alley, and running North 49 degrees 58 minutes East 120 feet to the place of beginning.

It being the same property conveyed to the parties of the first part by Wesley A. McCraw and Mary C. McCraw, his wife, by deed dated the 22nd day of May, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 209, folio 199.

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises, with the improvements and appurtenances aforesaid, unto the said Mortgagee, its successors and assigns, *in fee-simple*.

PROVIDED, that if said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all the covenants herein mentioned shall be performed, then this mortgage shall be void.

AND the said Mortgagor(s) covenant(s) with the said Mortgagee, its successors and assigns, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy or policies to the Mortgagee.

III. Not to remove or demolish any buildings now on the premises without the consent of the Mortgagee, and to keep the improvements in as good order and repair as at the present time.

IV. To pay all taxes, water rent, *ground rent*, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable, when payable; the Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the same rate as hereinbefore set forth for the principal sum per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That upon any default in any of the covenants of this mortgage, and without regard to the adequacy of any security for the debt, the Mortgagee shall be entitled, without notice to the Mortgagor(s) to the immediate appointment of a receiver of said property to collect the rents and profits of said property; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the Mortgagee as additional security.

VI. That should the title to the herein mortgaged property be acquired by any person or corporation other than the Mortgagor(s) by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee. No acceptance of payments from or on behalf of any person or corporation other than the mortgagor(s) shall operate as a waiver of such written consent and any expense incident to such consent shall be paid by the mortgagor(s).

VII. That the whole of said mortgage debt intended to be secured shall become due and demandable in the event that any three of the monthly installments remain unpaid for more than thirty (30) days, or after default in the performance of any of the foregoing covenants and conditions shall have continued for thirty days.

AND it is agreed that until default is made (but not thereafter) the said Mortgagor(s), his, her or their heirs, personal representatives, successor and assigns may retain possession of the mortgaged property.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place only after a default in any of the covenants or conditions of this mortgage, as herein provided).

AND the said Mortgagor(s) hereby also authorize(s) the said mortgagee, its successors or assigns, or **Walter C. Capper** Its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property

AND any sale of said property, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows:

First: To the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed trustees for making sale of similar property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than Fifty Dollars;

Second: To the payment of all claims of the said Mortgagee, its successors and assigns, under this mortgage, whether the same shall have matured or not;

Third: The balance, if any, to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomsoever may be entitled to the same.

AND in the event that the mortgage debt shall be paid after any advertisement of said property, but before

sale thereof, the Mortgagor(s), his, her or their heirs, personal representatives, successors or assigns, shall pay all such expenses and costs as shall have been incurred incident to the proceedings for foreclosure and one-half of the commissions which would be allowable as aforesaid upon the amount due on said debt.

AND the said Mortgagor(s) covenant(s) to warrant specially the property hereby mortgaged, and to execute such further assurances thereof as may be requisite.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

*Eula Cook*

*Francis P. McCoy* [SEAL]  
Francis P. McCoy

*Elizabeth J. McCoy* [SEAL]  
Elizabeth J. McCoy

STATE OF MARYLAND,

To Wit:

I HEREBY CERTIFY, that on this *21<sup>st</sup>* day of *December* in the year nineteen hundred and *fifty-three* - before me, the subscriber, a Notary Public of the State of Maryland in and for *Allegany County*, aforesaid, personally appeared *Francis P. McCoy and Elizabeth J. McCoy, his wife*, the Mortgagor(s) named in the foregoing Mortgage, and each acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared *Walter C. Capper* Agent of the within named Mortgage 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; and also made oath that he is the agent of the Mortgagee.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.



*Eula Cook*  
Notary Public.

sale thereof, the Mortgagor(s), his, her or their heirs, personal representatives, successors or assigns, shall pay all such expenses and costs as shall have been incurred incident to the proceedings for foreclosure and one-half of the commissions which would be allowable as aforesaid upon the amount due on said debt.

AND the said Mortgagor(s) covenant(s) to warrant specially the property hereby mortgaged, and to execute such further assurances thereof as may be requisite.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

*Eula Capper*

*Francis P. McCoy* [SEAL]  
Francis P. McCoy  
*Elizabeth J. McCoy* [SEAL]  
Elizabeth J. McCoy

STATE OF MARYLAND,

To Wit:

I HEREBY CERTIFY, that on this *21<sup>st</sup>* day of *December* in the year nineteen hundred and *fifty-three* - before me, the subscriber, a Notary Public of the State of Maryland in and for *Alleghany County*, aforesaid, personally appeared *Francis P. McCoy and Elizabeth J. McCoy, his wife*, the Mortgagor(s) named in the foregoing Mortgage, and each acknowledged the foregoing mortgage to be their net.

At the same time also personally appeared *Walter C. Capper* Agent of the within named Mortgage and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide and as set forth; and also made oath that he is the agent of the Mortgagee.

In Testimony whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.



*Eula Capper*  
Notary Public.

CERTIFICATE OF CAMERA OPERATOR

I HEREBY CERTIFY THAT THE DOCUMENTS REPRESENTED BY THE  
MICROPHOTOGRAPHS APPEARING ON THIS ROLL OF FILM DESIGNATED  
AS REEL No. H 22 WERE PHOTOGRAPHED BY THE UNDERSIGNED  
ON THIS DATE

REEL BEGINS WITH J. E. B. # 300 P 328  
REEL ENDS WITH J. E. B. # 302 P 234

BY Joseph H. Hirsch  
(SIGNATURE OF OPERATOR)

DATE Jan. 6, 1954