

CLERK OF THE CIRCUIT COURT

ALLEGANY COUNTY

STATE OF MARYLAND

LAND RECORDS

CHattel AND MORTGAGE

HALL OF RECORDS COMMISSION

STATE OF MARYLAND

J E B

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I hereby certify that the microphotographs appearing on this reel of film are exact copies of the land records of the Clerk of the Circuit Court for this County, State of Maryland.

These records are being microfilmed pursuant to Chapter 504, Acts of 1949, which requires the Clerks to file with the Commissioner of 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, Records Management Division, (Chapter 436, Acts of 1953).

James E. [unclear]
Clerk of Circuit Court

For Allegany County

Date September 22, 1954

STATE OF MARYLAND

Compared and ~~seen~~ delivered &
 To the St. Louis City
 March 9 1954

FILED AND RECORDED February 23rd 1954 at 12:10 P.M.

This Mortgage, Made this 18th day of February in the
 year Nineteen Hundred and fifty-FOUR by and between

Elizabeth H. Pugh, single, Sallie Inskoop, widow, and Alfred
M. Pugh, widower,

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
Twenty-five Hundred 00/100 - - - - (\$2500.00) - - - - - 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 Twenty-five 92/100 - - - (\$25.92) - - - - - 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 those lots, pieces or parcels of ground lying and
 being at the intersection of the easterly side of Virginia Avenue
 and the southerly side of Oldtown Road known and designated as
 Lots Nos. 1 and 2 as shown on the plat which is recorded in Liber
 98, folio 658, one of the Land Records of Allegany County, Maryland,
 which said lots are more particularly described as follows, to-wit:

Beginning for the same at the intersection of the easterly
 side of Virginia Avenue with the southerly side of Oldtown Road
 said beginning point being at the end of 261.10 feet measured in a
 northerly direction from the northerly side of Parry Alley and running
 then with said avenue South 19 degrees 25 minutes West 95.6 feet,
 then South 70 degrees 35 minutes East 100 feet to a 12 foot alley,
 then with said alley North 19 degrees 25 minutes East 2 feet 5
 inches to the southerly side of Oldtown Road, and then with said
 Oldtown Road North 27 degrees 33 minutes West 136.6 feet to the place
 of beginning.

Being the same property which was conveyed unto James L.
 Pugh by deed of William Pearre dated June 28, 1916 which is recorded

in Liber 118, folio 619 one of the Land Records of Allegany County, Maryland, the said James L. Pugh (divorced), having heretofore departed this life leaving a last will and testament probated February 5, 1954 which is recorded among the Wills Records of Allegany County, Maryland whereby he devised the within conveyed real estate unto Elizabeth H. Pugh and Sallis Inskip.

"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 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 Twenty-five Hundred 00/100 - - - (\$2500.00) - - - - 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 sell, 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:
[Signature]
[Signature]
[Signature]
Elizabeth H. Pugh [SEAL]
Sallie Inskeep [SEAL]
Alfred M. Pugh [SEAL]

STATE OF MARYLAND,
Allegany County, to-wit:

I hereby certify, That on this 19th day of FEBRUARY in the year nineteen Hundred and Fifty - four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, 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.

[Signature]
Notary Public,
Cumberland, Maryland
February 18, 1954

STATE OF MARYLAND
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, THAT on this 18th day of February in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Elisabeth H. Pugh, single, Sallie Inskeep, widow, and Alfred M. Pugh, the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed.

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



Matthew J. ...
Notary Public

Compared and *and* Delivered
To *Dech. Lepple Atty City*
March 9 1954

FILED AND RECORDED FEBRUARY 23rd 1954 at 12:10 P.M.

This Mortgage, Made this 19th day of FEBRUARY in the
year Nineteen Hundred and fifty -four by and between

William P. Rosenmerkel and Nancy Lee Rosenmerkel, his
wife,

of Allegany County, in the State of Maryland, part 188 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
Twenty-two Hundred 00/100 - - - - (\$2200.00) - - - - - 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 Seventeen 98/100 - - - (\$17.98) - - - - - 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, piece or parcel of ground on the Northerly
side of Shawnee Avenue, known and designated as part of Lots Nos.
1 and 2, Section "G" in the Cumberland Improvement Company's Northern
Addition to the City of Cumberland, Allegany County, Maryland, which
said parcel is more particularly described as follows, to-wit:

Beginning for the same at the end of a line drawn South



68 degrees 45 minutes East 43.10 feet from the intersection of the North side of Shawnee Avenue and the East side of Holland Street, and running then with the North side of Shawnee Avenue South 68 degrees 45 minutes East 17.76 feet to a point; then North 21 degrees 15 minutes East 90 feet to a point; then North 68 degrees 45 minutes West 17.74 feet to a point; then by a line drawn through the center of the two story frame dwelling house Nos. 727 and 729 Shawnee Avenue, South 21 degrees 16 minutes West 90.00 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed from Clara E. Long, widow, dated July 14, 1950, recorded in Liber 230, folio 65 Allegany County Land Records.

"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 Twenty-two Hundred 00/100 - - - (\$2200.00) - - - - - 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 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 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 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 representative 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 P. Rosenmerkel [SEAL]
William P. Rosenmerkel
Nancy Lee Rosenmerkel [SEAL]
Nancy Lee Rosenmerkel

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 19TH day of FEBRUARY in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

William P. Rosenmerkel and Nancy L. Rosenmerkel,
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.

Release on next page

Cumberland, Maryland, August 30th 1954

Formal copy received, the First Federal Savings and Loan Association of Cumberland hereby releases the within and foregoing mortgage. Witness the signature of Lynn C. Lashley, its president and the corporate seal of said Corporation, attested by its Secretary, Gerald K. Harrison, the day and year above written.

(Corporate Seal)
 Attest: By: Gerald K. Harrison Secretary
Lynn C. Lashley President
 9-8-54

Compared and Mailed copy
 to Mtge Piedmont, Md.
 This 8-30-54

FILED AND RECORDED FEBRUARY 23rd 1954 at 10:45 A.M.

This Mortgage, Made this eighteenth day of February

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

Allen E. Conrad and Beatrice A. Conrad, husband and wife,

of Allegany County, in the State of Maryland

parties of the first part, and Aden M. Campbell

of Piedmont, Mineral County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas,

The said parties of the first part are indebted unto the party of the second part for money lent, in the full and just sum of one thousand dollars (\$ 1000.00), which loan is evidenced by the promissory note of the parties of the first part of even date herewith, payable at the rate of not less than \$30.00 monthly, after date to the order of the said Aden M. Campbell at the Citizens National Bank of Westernport, Maryland. Interest each month included in said monthly payment.

And Whereas, it was understood and agreed between the parties, prior to the making of said loan 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, his

do hereby release the following property, to-wit:



All that lot or parcel of ground situated in Election District number twenty nine (29) in Allegany County, Maryland, which is known and designated as Lot number ninety-six (96) on the plat of the " Lands of Lewis Heirs and Lewis' First Addition, Winchester Road, which plat is filed among the land records of Allegany County, Maryland in Map Case Box No. 145, and to which map so recorded as aforesaid a special reference is hereby made for a more definite and more particular description of the property hereby mortgaged. Subject Nevertheless to the restrictions and reservations set forth in that certain deed of said lot from William T. Lewis and Edward Lewis, Attorneys in Fact to the said parties of the first part herein, dated May 13, 1952 and of record in Liber No.241 Folio 574 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 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 One 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 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 Horace P. Whitworth,----- 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, a, their----- representatives, heirs or assigns.

And the said parties of the first part----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

Company or companies acceptable to the mortgagee or his _____ assigns, the improvements on the hereby mortgaged land to the amount of at least One thousand _____ Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, 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 mortgagors .

Attest:

H P Whitworth

Allen E. Conrad [SEAL]
Allen E. Conrad .

[SEAL]
Beatrice A. Conrad [SEAL]
Beatrice A. Conrad .

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this eighteenth day of February _____ in the year nineteen Hundred and Fifty four _____, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Allen E. Conrad and Beatrice A. Conrad, 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 Aden M. Campbell

_____ 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.



Norma J. Langford
Notary Public.

Compared and ~~and~~ Delivered
To Geo. A. Lipp, City City
March 9, 1954

LIBER 303 PAGE 10

FILED AND RECORDED FEBRUARY 23rd 1954 at 12:10 P.M.

This Mortgage, Made this 22nd day of FEBRUARY in the
year Nineteen Hundred and fifty -FOUR by and between

William F. Morgen and Elizabeth J. Morgan, his wife,

of Allegany County, in the State of Maryland, part 125 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 Sixty-eight Hundred Twenty-five 00/100 - - - (\$6825.00) - - - 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 Seventy-four 12/100 - - - (\$74.12) - - - - 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 in Election District No. 29, in Allegany County, Maryland, which is known and designated as whole Lot No. 73 on the Plat of what is known "Dressmans Addition, Allegany County, Maryland," dated May 21, 1946, and made for Henry N. Dressman by Carl A. Low, Surveyor, which said plat is recorded in Plat Book No. 1, folio 20 among the Land Records of Allegany County, Maryland, said lot being particularly described as follows:

Lot No. 73: Beginning for the same on the Southerly side of Charles Street at a point where it is intersected by the dividing line between whole Lots Nos. 72 and 73 in said Addition; said point being distant North 87 degrees East 525 feet measured along said side of said Charles Street from its intersection with the Easterly side of George Street in said Addition; and running then with said side of Charles Street, South 87 degrees West 75 feet to the dividing line between whole Lots Nos. 73 and 7th in said addition; then with the whole of said dividing line, South 3 degrees East 300 feet to the Northerly line of Lot No. 62 in said Addition; then with said



Northerly line, North 87 degrees East 75 feet to intersect the aforesaid dividing line between whole Lots Nos. 72 and 73 in said Addition; then with the whole of that dividing line, North 3 degrees West 300 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Henry N. Dressman and Agnes R. Dressman, his wife, dated October 21, 1949 which is recorded in Liber 226, folio 680, 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 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 Sixty-eight Hundred Twenty-five 00/100 - - (\$6825.00) 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:

[Signature]

William F. Morgan [SEAL]
 William F. Morgan
Elizabeth J. Morgan [SEAL]
 Elizabeth J. Morgan

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 22ND day of FEBRUARY in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

William F. Morgan and Elizabeth J. Morgan, his wife,

the said mortgagors herein and ~~that~~ 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

Compared and *sent* Delivered E
To *Lee J. Legge Atty City*
March 9 19 54

FILED AND RECORDED FEBRUARY 23rd 1954 at 12:10 P.M.

This Mortgage, Made this 22nd day of FEBRUARY in the year Nineteen Hundred and fifty-four by and between

Super Concrete Company, Incorporated

(formerly The Cement Products Company, a Maryland Corporation)

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 Thirty-four Thousand Six Hundred 00/100 -- (\$34600.00) -- Dollars,

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

By the payment of One Thousand 00/100 -- (\$1000.00) -- 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:

FIRST: All those lots, pieces or parcels of ground lying and being on the northerly side of Henderson Avenue known and designated as part of Lot No. 12 and whole Lots Nos. 13 and 14 in Gephart's Second Addition to the City of Cumberland, a plat of which said addition is recorded in Liber 38, folio 580 one of the Land Records of Allegany County, Maryland which said lots are more particularly described as & whole as follows, to-wit:

Beginning for the same at a point on the northerly side of Henderson Avenue distant South $60\text{-}3/4$ degrees East 17 feet from the end of the first line of Lot No. 11 in said addition and running then with said avenue South $60\text{-}3/4$ degrees East 133 feet, then North $29\text{-}1/4$ degrees East 140 feet to the southerly side of Bond Street, then with said street North $60\text{-}3/4$ degrees West 133 feet to intersect a line drawn North $29\text{-}1/4$ degree East from the place of beginning, and then reversing said intersecting line and crossing the whole Lot No. 12 South $29\text{-}1/4$ degrees West 140 feet to the place of beginning.

Being the same property which was conveyed unto the party of the first part by two deeds, the first from the Motor Transfer Company, dated February 6, 1946 which is recorded in Liber 207, folio 171 Allegany County Land Records and the second from Abraham Feldstein and Lee J. Feldstein, his wife, dated February 6, 1946, which is recorded in Liber 207, folio 173 Allegany County Land Records.

SECOND: All that lot, piece or parcel of ground lying and being on the southerly side of Columbia Street known and designated as part of Lot No. 32 in Gephart's Second Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber 38, folio 580 one of the Land Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a stake on the southerly side of Columbia Street distant North $60\text{-}3/4$ degrees West 25 feet from the end of the first line of Lot No. 31 in said addition and running then with said street North $60\text{-}3/4$ degrees West 25 feet to the dividing line between Lots Nos. 32 and 33 in said addition, then with said dividing line South $29\text{-}1/4$ degrees West 140 feet to the northerly side of Bond Street, then



with said Bond Street South 60-3/4 degrees East 25 feet and then North 29-1/4 degrees East 140 feet to the place of beginning.

Being the same property which was conveyed unto the party of the first part by deed of William Emmett Payton and Dortha Viola Payton, his wife, dated November 18, 1953 which is recorded in Liber 255, folio 35 one of the Land Records of Allegany County, Maryland.

THIRD: All that lot, piece or parcel of ground situated, lying and being on Valley Street in the City of Cumberland, Allegany County, Maryland being part of Lots Nos. 44 and 45 in Gephart's Addition to Cumberland, Maryland, plats of which said ground are recorded in Liber E.E., folio 523 Allegany County Land Records, and Liber 90, folio 272 Allegany County Judgment Records, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a point distant South 64 degrees 07 minutes East 18.43 feet on the first line of the deed from the Union Mining Company to James B. Williams dated February 1, 1910, and recorded among the Land Records of Allegany County, Maryland in Liber 105, folio 509, said point of beginning being also the end of the first line in the deed from Paul A. Williams et ux to the Mayor and City Council of Cumberland, a Municipal Corporation, dated December 10, 1949 which is recorded in Liber 227, folio 594 Allegany County Land Records, and running then South 64 degrees 07 minutes East 104.57 feet to the division line between Lots Nos. 45 and 46 of said Gephart's Addition; then with said division line, South 25 degrees 26 minutes West 93 feet to a corner of Lot No. 42 of said Gephart's Addition; then with the northerly line of Lots Nos. 42 and 43 of said Addition, North 64 degrees 27 minutes West 99.23 feet to the end of the second line in the aforesaid deed from Paul A. Williams et ux to The Mayor and City Council of Cumberland, Maryland, a Municipal Corporation and then with said second line reversed, North 22 degrees 08 minutes East 92.98

feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Paul A. Williams et ux dated December 12, 1949 which is recorded in Liber 227, folio 398 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 it 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 its successors 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 its part to be performed, then this mortgage shall be void.

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

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

SUPER CONCRETE COMPANY, INCORPORATED
by *Robert C. Marker*
Robert C. Marker, President



Allegany County, to-wit:

I hereby certify, That on this 22ND day of FEBRUARY

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

Robert C. Marker, President of Super Concrete Company, Incorporated,

the said mortgagors herein and he acknowledged the foregoing mortgage to be his 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.



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

James L. [Signature]
Notary Public.

Computed and ~~read~~ Delivered E
To *Rev St Lopez Atty City*
March 9 19 54

FILED AND RECORDED FEBRUARY 23rd 1954 at 12:10 P.M.

This Mortgage. Made this 22nd day of FEBRUARY in the year Nineteen Hundred and fifty -four by and between Stanley F. Spicer and Mary E. Spicer, 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 One Thousand Seven 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 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-one 10/100 (\$21.10) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All that lot or parcel of ground located in the Margaret M. Black Addition to Cumberland, Maryland, situate on Lamont Street and described as follows:



Beginning at a point distant 96.4 feet on the first line of the whole Lot No. 91 of said Black Addition, then with the west side and part of the first line of the whole Lot No. 91 North 31 degrees 21 minutes West 30 feet to the end of the first line, then with the second, third and part of the fourth lines of the whole lot and at right angles to Lamont Street South 58 degrees 39 minutes West 100 feet to Rosewood Alley, then with the East side thereof South 31 degrees 21 minutes East 21½ feet to the North side of Cresap Street, then with the North side of Cresap Street South 74 degrees 51 minutes East 11.6 feet, then crossing the whole Lot No. 91 North 58 degrees 39 minutes East 92 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Devon S. Beachley and Elsie M. Beachley, his wife, dated the 18th day of September, 1944, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 201, folio 406.

"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 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. Lempe, 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 One Thousand Seven 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 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 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:

Stanley F. Spicer [SEAL]
Stanley F. Spicer
Mary E. Spicer [SEAL]
Mary E. Spicer

Allegany County, to-wit:

I hereby certify, That on this 22ND day of FEBRUARY in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Stanley F. Spicer and Mary E. Spicer, 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 FEBRUARY 23rd 1954 at 12:10 P.M.

PURCHASE MONEY

This Mortgage, Made this 19TH day of FEBRUARY in the year Nineteen Hundred and fifty-four by and between

Dorothy R. Bennett and James H. Bennett, her husband,

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 00/100 - - - (\$2800.00) - - - 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 Twenty-eight 00/100 - - - (\$28.00) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All that lot, piece or parcel of ground lying and being in the rear of the southerly side of Williams Street in the City of Cumberland, Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

BEGINNING for the same at the end of the first line of the deed from Annie T. Shaw to Mildred M. Cessna dated July 23, 1948 which is recorded in Liber 221, folio 447 one of the Land Records of Allegany County, Maryland, and running then with the second

Counted and ~~used~~ ^{used} ~~filed~~ ^{filed} 8
To: Rev. St. Leggs Acty City
March 9th 1954

line of said Cessna deed and the same extended North 76 degrees 25 minutes East 100 feet, then South 13 degrees 35 minutes East 99 feet, then South 76 degrees 25 minutes West 100 feet, and then North 13 degrees 35 minutes West 99 feet to the place of beginning.

Including an easement in favor of Annie T. Shaw, her heirs and assigns and all persons going to or from the above described parcel of ground consisting of a perpetual right-of-way in common with Mildred M. Cessna, her heirs and assigns over and across a brick walk located on the westerly side of the said Cessna property.

Also together with a right-of-way 6 feet in width along the third line of said Cessna deed easterly thereto and parallel with said third line leading from the southerly side of Williams Street to the within conveyed property.

Being part of the property which was conveyed unto Dorothy R. Bennett by deed of Clarence Lippel and Harry I. Stegmaier, Trustees, 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 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.

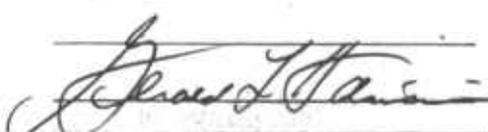
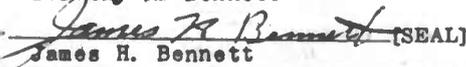
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least **Two Thousand Eight Hundred 00/100 - - (\$2800.00) - - -** 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:

  [SEAL]
Dorothy R. Bennett
 [SEAL]
James H. Bennett

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 19TH day of FEBRUARY
in the year nineteen Hundred and Fifty-FOUR, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Dorothy R. Bennett and James H. Bennett, her husband,

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.

Glenn L. Jones
Notary Public

*Compared and Mailed
T. M. Jones, Box 552, Frostburg, Md.
March 9, 1954*

FILED AND RECORDED FEBRUARY 23rd 1954 at 11:20 A.M.

THIS MORTGAGE, Made this 17 day of February, 1954,
by and between GLENN J. PRYOR and MILDRED H. PRYOR, his wife,
of Allegany County, Maryland, parties of the first part, and
THE MARYLAND COAL AND REALTY COMPANY, a Maryland Corporation,
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 Two thousand (\$2,000.00) Dollars, payable one
year after date with interest from date at the rate of six (6%)
per cent per annum, payable quarterly, which said sum is a part
of the purchase price of the property hereinafter described and
this mortgage is hereby declared to be a purchase money mortgage.

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, the said parties of the first part do give,
grant, bargain and sell, convey, release and assign unto the
said party of the second part, its successors and assigns, all
the surface of that piece or parcel of land situated in Election
District No. 24, at Eckhart, Allegany County, Maryland, and more
particularly described as follows:

Beginning at a point near the intersection of the Westerly limits of road to Morantown with the Northly limits of alternate State Route No. 40, said point being also the end of the third line of deed from Consolidation Coal Company to John H. Myers, dated April 6, 1927, filed and recorded in Liber 158, folio 357, one of the land records of Allegany County, Maryland, and being also North $0^{\circ} 21'$ East 36.06 feet from Maryland Coal and Realty Company's survey station No. 13130, which is a copper plug in concrete shoulder of alternate State Route No. 40, (True meridian courses and horizontal distances used throughout); then with road to Morantown North $43^{\circ} 07'$ West 251.53 feet to the end of the eighteenth line of deed from Consolidation Coal Company to John H. and Fannie Race, dated March 17, 1926, filed and recorded in Liber 153, folio 351, one of the land records of Allegany County, Maryland; then leaving road and with eighteenth, seventeenth, and sixteenth lines of said deed reversed, North $60^{\circ} 55'$ East 171.50 feet; South $29^{\circ} 23'$ East 54.00 feet; South $80^{\circ} 12'$ East 51.00 feet to beginning corner of John H. Myers deed; then with fourth line of John H. Myers deed reversed South $14^{\circ} 32'$ West 218.23 feet to beginning, containing sixty eight hundredth (0.68) acres more or less.

Subject, however, to all of the exceptions, reservations, restrictions, covenants, and conditions as contained and set forth in the deed from The Maryland Coal and Realty Company to Glenn J. Pryor and wife of even date herewith and recorded among the land records of Allegany County, Maryland simultaneously with the recording of this mortgage.

TOGETHER with the buildings and improvement thereon and the rights, roads, waye, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, except as reserved and excepted in the aforementioned deed.

PROVIDED, that if the said parties of the first part, their heirs, executores, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Two thousand (\$2,000.00) Dollare together with the interest thereon, in the manner and at the time as above set forth, and in the meantime do and shall perform all the covenante 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 posses

the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or William S. Jenkins, 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 made 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 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 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 Two thousand (\$2,000.00) Dollars, and to

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

WITNESS:

Patricia A. Stakem
Patricia A. Stakem

Glenn J. Pryor (SEAL)
GLENN J. PRYOR

Patricia A. Stakem
Patricia A. Stakem

Mildred H. Pryor (SEAL)
MILDRED H. PRYOR

STATE OF MARYLAND

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 1 day of February, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared GLENN J. PRYOR and MILDRED H. PRYOR, 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 WILLIAM S. JENKINS, President of The Maryland Coal and Realty 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.

WITNESS my hand and Notarial Seal.



Howard S. Duckworth
Howard S. Duckworth
Notary Public

Compared and Mailed *March 5*
To *Mtipe P.O. Box 32 City*
March 9 19 54

LIBER 303 PAGE 26

FILED AND RECORDED FEBRUARY 23rd 1954 at 8:45 A.M.

This Mortgage. Made this 20th day of February
in the year Nineteen Hundred and Fifty-four _____, by and between

Louis Wentling and Gertrude M. Wentling, his wife,

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

Charles W. Yergan and Grace S. Yergan, his wife,

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

Whereas, the said parties of the first part stand indebted unto the said parties of the second part in the just and full sum of FIFTEEN HUNDRED DOLLARS, (\$1500.00), as evidenced by their joint and several promissory note of even date herewith for said sum of money payable to the said parties of the second part one year after date with interest from date at the rate of six (6%) per cent per annum to be computed on semi-annual balances; and during the continuance of this indebtedness, said parties of the first part are to pay not less than \$30.00 monthly, the first of said payments to be made one month after date and thereafter each and every month on the same date until said full amount with the interest thereon are fully paid.

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

parties of the first part

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

parties of the second part, their

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

All that tract or parcel of land lying in Election District No. 16, in Allegheny County, Maryland, on the East side of Colliers Mountain and on the West side of the County Road, running from Twiggstown to Spring Gap, and

BEGINNING for the same at a stake standing at the end of 235 feet on the third line of Harvey M. Cooper's property which was conveyed to Harvey M. Cooper and wife by deed dated January 27, 1939, and recorded among the Land Records of Allegheny county in Liber No. 182, folio 397, then with the County Road North 27 degrees East

500 feet, North 24-1/2 degrees East 200 feet, North 57 degrees East 136 feet; then leaving said Road North 52-1/2 degrees West 19 feet to a Red Oak, still North 52-1/2 degrees West 731 feet to intersect with the third line of the whole tract, end with said third line reversed South 34-1/2 degrees West 884 feet, then South 55 degrees West 491 feet to a stake, it being the end of the second line of Hervey M. Cooper's property, then still South 55 degrees East with the third line of Cooper's property 235 feet to the beginning. Containing 14-1/2 acres more or less.

Excepting however, from the operation of this conveyance that portion of the foregoing property, which was conveyed by the said parties of the first part To Thomas D. Hoffman and wife, by deed dated June 28, 1947, and recorded among the Land Records of Allegany County, in Liber No. 217, folio 150, said portion conveyed away representing, substantially the southerly one-half of the above described property.

part
It being/of the same property conveyed to the said parties of the first part by Argyle Fleke, et al. by deed dated October 19, 1946, and recorded among said Land Records in Liber No. 212, folio 64.

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

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

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

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

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

parties of the first part

hereby covenant to pay when legally demandable.

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

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

parties of the second part, their

heirs, executors, administrators and assigns, or Morris Baron his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all

taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

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

And the said parties of the first part

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

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 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 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:

As to both;

Morris Baron
MORRIS BARON

Louis Wentling [SEAL]
Louis Wentling
Gertrude M. Wentling [SEAL]
Gertrude M. Wentling

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 20th day of February

in the year nineteen Hundred and Fifty-four, before me, the subscriber, Justice of the Peace

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

Louis Wentling and Gertrude M. Wentling

and acknowledged the foregoing mortgage to be their

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

Charles W. Yergan, one of

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

WITNESS my hand and ~~seal~~ the day and year aforesaid.

Morris Baron
Justice of the Peace. ~~Notary Public~~

Compared and Mailed *ccndg*
Mtze City
*March 7 1954*FILED AND RECORDED FEBRUARY 23rd 1954 at 11:00 A.M.

THIS MORTGAGE, Made this 22 day of February, 1954, by and between JOSEPH W. MALACHOWSKI and MARTHA J. MALACHOWSKI, 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 bona fide indebted unto the party of the second part in the full and just sum of Three Thousand (\$3,000.00) Dollars, with interest from date at the rate of four and one-half per cent (4½%) per annum, which said sum is part of the purchase price of the property hereinafter described, and this mortgage is hereby declared to be a Purchase Money Mortgage, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Thirty One Dollars and Ten Cents (\$31.10) on account of interest and principal, beginning on the 1st day of April, 1954, and continuing on the same day of each and every month thereafter, until the whole or 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 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 the cost 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 on the Westerly side of Locust Street, in the City of Cumberland, Allegany County, Maryland, known and designated as part of Lot Number 16, of Block Number 14, in Rose Hill Addition to Cumberland, and particularly described as follows, to wit:

BEGINNING for the same at a point on the Westerly side of Locust Street distant North 24 degrees and 18 minutes West 100 feet from the intersection of the northerly side of Patterson Avenue with the Westerly side of Locust Street, and running thence with the Westerly side of Locust Street, North 24 degrees and 18 minutes West 76 feet to a twelve foot alley, then with said alley, South 54 degrees West 66 $\frac{3}{10}$ feet to the end of the second line of Lot No. 15, of said Block, and with part of said second line reversed, South 36 degrees East 56 $\frac{2}{10}$ feet, then North 82 degrees and 8 minutes East 56 feet and 3 inches to the beginning.

It being the same property conveyed to the parties of the first part by deed of Harley W. Toomey and Margaret E. Nine Toomey, his wife, dated the 18 day of February, 1954, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this 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 Three Thousand (\$3,000.00) 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 hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or

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

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

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Joseph W. Malachowski (SEAL)
Joseph W. Malachowski

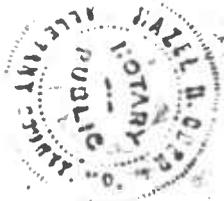
Martha J. Malachowski

Martha J. Malachowski (SEAL)
Martha J. Malachowski

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 22 day of February, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOSEPH W. MALACHOWSKI and MARINA J. MALACHOWSKI, 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.



Russell W. Oden
Notary Public
My Commission expires May 2, 1955

Compared and Matched *Case 8*
To *Mtge Frostburg Md*
March 9 1954

FILED AND RECORDED FEBRUARY 24th 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 19th day of February, 1954, by and between Robert N. WILSON and Thelma L. WILSON, his wife,

of Frostburg, Allegany County, in the State of Maryland, Mortgagor, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor s are justly indebted unto the Mortgagee in the full and just sum of - - Twenty-Five Hundred - - 00/00 (\$ 2,500.00)

which is to be repaid in sixty consecutive monthly installments of \$ 48/40 (48.40) each, beginning one month from the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagor s do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground (1) Election Dist. No. 11 of Frostburg, Allegany County, Maryland and premises located in (2) El. Dist. No. 21 (3) El. Dist. No. 21 known as

(1) 25 Beall's Lane, Frostburg, Md. (2) "Percy Wilson Lot" (3) Adjoining No. (2) (3) John A. Wentling, et Ux (1) Harry Thomas, Executor and more fully described in a Deed from (2) Jesse M. Wilson, et Ux

dated Dec. 24, 1953 (3) 11-20-37
Aug. 25, 1930
(1) 255 (2) 471
(2) Liber 164 Folio 61
(3) 179 549

recorded among Land Records of Allegany County, Maryland (1) (2) (3)

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, forever, provided that if the said Mortgagor s their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor s may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagor s hereby covenant to pay when legally demandable.

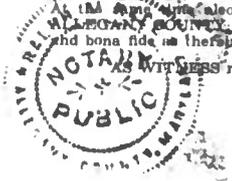
AND, the said Mortgagor s further covenant to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the extent of its lien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

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

WITNESS our hand s and seal s
ATTEST: *Ralph M. Race* Ralph M. Race
Robert N. Wilson Robert N. WILSON (SEAL)
Thelma L. Wilson Thelma L. WILSON (SEAL)

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:
I HEREBY CERTIFY, That on this 19th day of February, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert N. WILSON and Thelma L. WILSON, his wife,

the Mortgagor s named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act. ~~and~~ also appeared ~~Robert N. Wilson~~ Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth. *G. Alvin Kreiling*



Ralph M. Race
Ralph M. Race, Notary Public

Compared and ~~read~~ ^{read} delivered
To Geo. H. Legge, Atty. City
March 9 1954

LIBER 303 PAGE 34

FILED AND RECORDED FEBRUARY 24th 1954 at 1:20 P.M.

PURCHASE MONEY

This Mortgage, Made this 23rd day of FEBRUARY in the
year Nineteen Hundred and fifty -four by and between
Ann T. Cook, divorced

_____ 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
Six Thousand 00/100 - - - - (\$6000.00) - - - - - Dollars,
which said sum the mortgagors agrees to repay in installments with interest thereon from
the date hereof, at the rate of 5 $\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of Forty-nine 02/100 - - - - (\$49.02) - - - - - 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 piece, parcel or lot of ground situate, lying
and being known and designated as the Easterly one-half of Lot
No. 9 of "Mountain View Addition, LaVale, Cumberland, Maryland",
on an unrecorded plat thereof, said lot being more particularly
described as follows, to-wit:

Beginning for the said one-half of Lot No. 9 at a stake
located at the Northeast corner of Lot No. 9 at the intersection
of the division line between Lots Nos. 8 and 9 with the National
Pike, which point is 800 feet distant in a Westerly direction from
the intersection of the Westerly side of Camp Ground Road with the
Southerly side of National Highway (Route 40); then (1) South 66
degrees 45 minutes West 50 feet to a stake; then (2) South 23
degrees 15 minutes East approximately 189.7 feet to a stake lo-
cated at the edge of Park Avenue; then (3) North 66 degrees 25 minutes
East 50 feet to the division line between said Lots 8 and 9; then
(4) North 23 degrees 15 minutes West 189.44 feet to the place of
beginning.

Being the same property which was conveyed unto the party
of the first part by deed of Samuel Umen and Lenore Umen, 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 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 she 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 her heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

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

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

al representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said 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 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 instalments, 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 L. Hain _____ *Ann T. Cook* _____ [SEAL]
Ann T. Cook

State of Maryland,

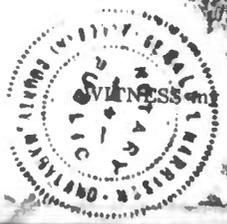
Allegany County, to-wit:

I hereby certify, That on this 23rd day of FEBRUARY

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

Ann T. Cook, divorced,

the said mortgagors herein and she 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 L. Hain _____
Notary Public.

Countered and Mailed *Keene 8*
To *Earl E. Thayer City City*
March 9 1954

FILED AND RECORDED FEBRUARY 25th 1954 at 9:50 A.M.

This Mortgage, Made this 31st day of December

in the year Nineteen Hundred and Fiftythree, by and between
James E. Honeycutt and Virginia L. Honeycutt, his wife,

of Allegheny County, in the State of Maryland

parties of the first part, and
St. George Motor Company, Incorporated, a Maryland corporation,

of Allegheny 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 Two Thousand Five hundred (\$2,500.00) Dollars, and which said sum shall be repaid, without interest, in equal yearly installments of Five Hundred (\$500.00) Dollars each, the first of which said installments shall become due and payable one year from the date hereof and a like sum on the same day in each succeeding year thereafter until said sum 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 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
James E. Honeycutt and Virginia L. Honeycutt, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
St. George Motor Company, Incorporated, a Maryland corporation, its
successors

and assigns, the following property, to-wit:

ALL that lot of ground lying and being in Thomas Schriver's Addition to the City of Cumberland, and more particularly described as follows:

BEGINNING at a stake on the westerly side of Hill Street, in Thomas Shriver's Addition to the City of Cumberland, Maryland, at the end of the first line of Lot No. 12; and running thence with said Street, North 30 degrees 10 minutes East 30 feet; thence North 60.25 degrees west 135 feet to an alley 16 feet wide; thence with it, South 30 degrees 10 minutes West 26 feet by the original survey, of said lot, but 30 feet by actual measurement, to the end of the second line of Lot No. 12; and with it reversed, South 59 degrees 50 minutes East 135 feet to the beginning.

Said lot being known and designated as Lot No. 13 on a plat of lots fronting on the west side of Hill Street in Thomas Shriver's addition to the City of Cumberland, said plat being recorded in Liber No. 95, folio 122, one of the Land Records of Allegany County, Maryland. Also all that lot from said alley being thirty feet front and six hundred forty-one (641) feet deep in the rear of said Lot No. 13, being more particularly described in the plat heretofore referred to.

THE AFORESAID PROPERTY is the same property conveyed by a deed dated the 6th day of October, 1949, by and between Robert M. Nelson and others to James E. Honeycutt and Virginia L. Honeycutt, his wife, and which is recorded among the Land Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and more 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 James E. Honeycutt and Virginia L. Honeycutt, his wife heirs, executors, administrators or assigns, do and shall pay to the said St. George Motor Company, Incorporated, a Maryland corporation, its successors, ~~successors~~ administrators or assigns, the aforesaid sum of _____

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 James E. Honeycutt and Virginia L. Honeycutt, his wife, _____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

James E. Honeycutt and Virginia L. Honeycutt, 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 St. George Motor Company, Incorporated, a Maryland corporation, its

successors, ~~successors~~ 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 James E. Honeycutt and Virginia L. Honeycutt, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said James E. Honeycutt and Virginia L. Honeycutt, 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
assigns, the improvements on the hereby mortgaged land to the amount of at least _____ 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 ~~and~~ 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:

Eleanor Rice
Eleanor Rice

James E. Honeycutt (SEAL)
JAMES E. HONEYCUTT
Virginia L. Honeycutt (SEAL)
VIRGINIA L. HONEYCUTT

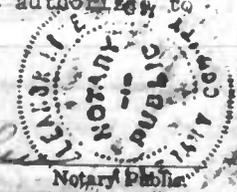
State of Maryland,
Allegany County, to-wit:

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
James E. Honeycutt and Virginia L. Honeycutt, his wif,
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

Paul D. Pickens, President of St. George Motor Company, Incorporated,
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 recognized agent for said corporation and is authorized to
make said affidavit.

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

Eleanor Rice
Notary Public



Compared and Mailed *Volume 3*
To *Mtge 106 S. Liberty St.*
March 9 19 54

LIBER 303 PAGE 40

FILED AND RECORDED FEBRUARY 25th 1954 at 8:50 A.M.

This Mortgage, Made this 24th day of February,
in the year Nineteen Hundred and fifty-four, by and between

JOHN A. BONE and LEONA M. BONE, 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:

Whereas, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of \$4,000.00 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 cent per annum in monthly installments of \$48.00 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

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

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity 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, his heirs and assigns, the following property, to-wit:

ALL those lots, pieces or parcels of land situate, lying and being in Allegany County, Maryland, and known as Lots Nos. 1 and 2, laid off and described on a plat or map of A. J. Willison's Lots West of Lonaconing Street (now known as Park Avenue), Frostburg, Maryland, said Plat being recorded among the Land Records of Allegany County, Maryland, in Liber No. 85, folio 720, the lots hereby conveyed fronting on Braddock Street, (Midlothian Road) 115 feet and extending back to an alley in the rear, and along said alley 69 feet 5 inches.

IT being the same property which was conveyed to John A. Bone et ux, by Adam Brown, et ux, by deed dated November 13, 1939, and recorded in Deeds Liber 185, folio 217, among the Land Records of Allegany County, Maryland.

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

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

- - - FOUR THOUSAND DOLLARS (\$4,000.00) - - -
together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants



herein on 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 mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least - Four Thousand and 00/100 - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire 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:

W. C. Carson
W. C. Carson

John A. Bone [Seal]
JOHN A. BONE
Leona M. Bone [Seal]
LEONA M. BONE

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 24th day of February,
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

John A. Bone and Leona M. Bone, 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

(A Plat of said lots being recorded in Plat Book 1, folio 58 of the Plat Records of Allegany County) and described as follows:

Beginning for the same at an iron pin stake standing at the point of intersection of the Southwest side of Harvard Street with the Southeast side of Leiper Street, said pin also stands at the end of the second line of a parcel of ground conveyed by Charles S. Hamilton to Lewis McClellan Smith by deed dated March 16, 1922, and recorded among the Land Records of Allegany County in Liber 140, folio 163, and continuing then with part of the third line of said Smith deed and with the Southeast side of Leiper Street South 32 degrees 30 minutes West 33.91 feet to a stake; then South 58 degrees 22 minutes East 100 feet to a stake standing on the Northwest side of Princeton Street, said stake also stands 67.6 feet on the first line of the aforesaid Smith deed; then with the remainder of said line North 32 degrees 30 minutes East 32.4 feet to a stake standing on the Southwest side of Harvard Street, and then with Harvard Street and the second line of the aforementioned Smith deed North 57 degrees 30 minutes West 100 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Chester D. Newell and Leona S. Newell, his wife, dated July 7, 1952, and recorded among the Land Records of Allegany County, Maryland in Liber 242, folio 243.

"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 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 Thirty-one Hundred Ten 00/100 - - (\$3110.00) - - - - 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 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:

William H. Homan

Wilford D. Manges

[SEAL]

Wilford D. Manges

Hazel M. Manges

[SEAL]

Hazel M. Manges

[SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 24th day of FEBRUARY

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

Wilford D. Menges and Hazel M. Menges, 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 has the proper authority to make this affidavit as agent for the said mortgagee.



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

W. C. Legge
Notary Public.

FILED AND RECORDED FEBRUARY 25th 1954 at 11:50 A.M.

This Mortgage, Made this 24th day of February

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

DWIGHT B. PROUDFOOT and BORIS L. PROUDFOOT, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a bank-
ing 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 Twenty-nine Hundred
Fifty and no/100 (\$2,950.00) Dollars this day loaned to the parties
of the first part by the party of the second part, which principal sum



of \$2,950.00, with interest at 5% per annum, is to be repaid by the parties of the first part to the party of the second part, its successors or assigns, in monthly payments of not less than Thirty-five dollars (\$35.00) per month, said payments to be applied first to interest and the balance to principal. The first of said monthly payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is 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~~ and assigns, the following property, to-wit:

ALL that lot or parcel of land situated on the Westerly side of Mullin Street, in the City of Cumberland, Allegany County, Maryland, and known as Lot No. 13 on the "Amended Plat of Part of 'Mapleside Addition' ", and described as follows:

BEGINNING for the same at a point on the Westerly side of Mullin Street at the end of the first line of Lot No. 12, and running thence with the Westerly side of said Mullin Street, North 10 degrees 10 minutes East 40 feet; thence at right angles to aforesaid Mullin Street, North 79 degrees 50 minutes West 100 feet to a Public Square; and with it South 10 degrees 10 minutes West 40 feet to the end of the second line of aforesaid Lot No. 12; thence reversing said second line South 79 degrees 50 minutes East 100 feet to the place of beginning.

BEING the same property which was conveyed to the parties of the first part by Frank J. Bealky, et ux., by deed dated the 21st day of January, 1948, and recorded among the Land Records of Allegany County in Liber No. 218, folio 659.

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

~~xxxxxxx~~ or assigns, the aforesaid sum of

Twenty-nine Hundred, Fifty and no/100 (\$2,950.00) 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~~ 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

Twenty-nine Hundred, Fifty and no/100 (\$2,950.00) ----- Dollars,

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

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

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

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

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

Witness, the hand and seal of said mortgagors.

Attest:

Angela A. McClure
Angela A. McClure

Dwight B. Proudfoot [SEAL]
Dwight B. Proudfoot
Doris L. Proudfoot [SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 24th day of February
in the year nineteen Hundred and Fifty- Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
DWIGHT B. PROUDFOOT and DORIS L. PROUDFOOT, 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 for forth.

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

Joseph D. ...



Compared and Mailed
to Mtgo City
March 26 1954

FILED AND RECORDED FEBRUARY 25th 1954 at 1:05 P.M.

This Mortgage, Made this 25th day of February
in the year Nineteen Hundred and Fifty- Four, by and between

Robert W. Shoemaker and Gladys A. Shoemaker, 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 Robert W. Shoemaker and Gladys A. Shoemaker,
his wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just
and full sum of One Thousand and no/100
Dollars (\$1,000.00), 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 Robert W. Shoemaker and Gladys A.

Shoemaker, 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 lot situated in Allegany County, Maryland, on Utah Avenue, formerly called Virginia Avenue, known as Lot No. 119 in the Mapleside Addition to Cumberland and which is described as follows:

Beginning at the end of the first line of Lot No. 118, and running with the West side of Utah Avenue, South 10 degrees 10 minutes West 50 feet; then North 79 degrees 50 minutes West 100 feet to a 15 foot alley; and with it, North 10 degrees 10 minutes East 50 feet; then South 79 degrees 50 minutes East 100 feet to the beginning.

It being the same property which was conveyed unto the said Robert W. Shoemaker and wife by Ernest E. Burkhardt and wife by deed dated February 17, 1947, and recorded in Liber 213, Folio 505, 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 Robert W. Shoemaker and Gladys A. Shoemaker
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 One Thousand----- Dollars (\$1,000.00) 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

Robert W. Shoemaker and Gladys A. Shoemaker, 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 Robert W. Shoemaker and Gladys A. Shoemaker, 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

W. Brooks 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 Robert W. Shoemaker and Gladys A. Shoemaker, 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 Robert W. Shoemaker and Gladys A. Shoemaker,
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 One 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 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:

Emily G. O'Donnell Robert W. Shoemaker [SEAL]
Robert W. Shoemaker
Gladys A. Shoemaker [SEAL]
Gladys A. Shoemaker

**State of Maryland,
Allegany County, to-wit:**

I hereby certify, That on this 25th day of February
in the year nineteen Hundred and Fifty -Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert W. Shoemaker and Gladys A. Shoemaker, 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 Cumber-
land, 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 President and agent, of the CUMBERLAND SAVINGS BANK of Cumber-
land, Maryland and duly authorized to make this affidavit.



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

Emily G. O'Donnell
Notary Public.

Compared and Valued *ccw*
to *Mtyle Frostburg, Md*
March 4 54

FILED AND RECORDED FEBRUARY 25th 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 23rd. (23) day of February, 1954, 19 , by and between
Godfrey D. Stott and Dorothy M. Stott, his wife,

of Frostburg, Allegany County in the State of Maryland, Mortgagee, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor **s** are justly indebted unto the Mortgagee in the full and just sum of
seven hundred and fifty-six - - - -80/00 (\$756.80)

which is to be repaid in 24 consecutive monthly installments of \$ 31.60 each, beginning one month from the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagor **s** do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground and premises located in Election District No. 12, Frostburg, Allegany County, Maryland known as Lot No. 61 in Eckhart Flat Addition No. 2 to Frostburg, Md. (200 McCulloh St., Frostburg)

and more fully described in a Deed from Filomena & Frank MARCH, dated June 2, 1930 recorded among Land Records of Allegany County, Maryland, Liber 164, Folio 60

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

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, forever, provided that if the said Mortgagor **s** their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor **s** may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagor **s** hereby covenant to pay when legally demandable.

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

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

WITNESS our hand **s** and seal **s**

ATTEST:

Ralph M. Race
Ralph M. Race



Godfrey D. Stott (SEAL)
Godfrey D. STOTT
Dorothy M. Stott (SEAL)
Dorothy M. STOTT

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 23rd. day of February, 1954, 19 , before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Godfrey D. Stott and Dorothy M. Stott, his wife,

the Mortgagor **s** named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act. At the same time also appeared G. Alvin Kreiling, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth. /G. Alvin Kreiling/



Ralph M. Race
Ralph M. Race, Notary Public

Compared and *seen* returned
To *Mtyle City*
March 9 1954

FILED AND RECORDED FEBRUARY 25th 1954 at 3:00 P.M.

This Mortgage, Made this 25th day of
February in the year nineteen hundred and fifty-four, by and between

H. Howard Lueck and Blanche I. Lueck, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and **The Liberty Trust Company**, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

H. Howard Lueck and Blanche I. Lueck, his wife,

stand indebted unto the said **The Liberty Trust Company** in the just and full sum of
Five Thousand (\$5,000.00) - - - - - 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 March 31, 1954



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

H. Howard Lueck and Blanche I. Lueck, 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, lying and being on the
Easterly side of New Hampshire Avenue, (formerly Chestnut Street), in
Cumberland, Maryland, known and designated as whole Lot No. 84 on the
Plat of Mapleside, as it is recorded in Judgment Liber 22, folio 563,
of the Land Records of Allegany County, Maryland, said lot having a
frontage of 50 feet on the Easterly side of said New Hampshire Avenue
and extends back an even width for a depth of 100 feet to an alley in
the rear.

It being the same property which was conveyed unto the said Mortga-
gors by Howard F. Lueck, et ux, by deed dated February 7, 1949, and
recorded in Liber 224, folio 73, of the Land Records of Allegany
County, Maryland.

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

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

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns,
does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of
Five Thousand (\$5,000.00) - - - - - 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 pay-

ment 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

Five Thousand (\$5,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

WITNESS, the hand and seal of said mortgagor.

ATTEST:

H. Howard Lueck (SEAL)
H. Howard Lueck

Thomas L. Koch

Blanche I. Lueck (SEAL)
Blanche I. Lueck

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this *25th* day of February in the year nineteen hundred and *fifty-four* before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

H. Howard Lueck and Blanche I. Lueck, 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



George A. Sieber
Notary Public

Compared and sworn to
To Mtge 516 Cumberland City
March 9 1954

FILED AND RECORDED FEBRUARY 25th 1954 at 3:00 P.M.

This Mortgage, made this *25th* day of February, in the year Nineteen Hundred and *fifty-four*, by and between

Julian F. Schonter and Mabel I. Schonter, his wife,

hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part 108 of the first part and

Robert W. Young and Edith M. Young, his wife,

hereinafter called Mortgagees, which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part of the second part, witnesseth:

WHEREAS, the said Mortgagors are justly and bona fide indebted unto the Mortgagees in the full sum of Twenty-Eight Hundred (\$2800.00) Dollars, which said indebtedness, together with the interest thereon at the rate of Five per centum (5%) per annum is payable five years after date hereof. The said Mortgagors hereby covenant and agree to make Quarter-Annual payments of not less than One Hundred Fifty (\$150.00) Dollars on account of said principal indebtedness and interest as herein stated; the interest to be computed quarter-annually at the rate aforesaid and deducted from said payment and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

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

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

All that lot or parcel of ground, lying and being on Emily Street, in the City of Cumberland, Allegany County, State of Maryland, known as No. 216 Emily Street, and more particularly described as follows, to-wit:

BEGINNING at a point on Emily Street, 22 feet distant from the beginning of the first line of the whole lot as described in a deed from Johnson, Stewart and Walsh Company to Mary F. Kelley, bearing date of February 26, 1907, and recorded among the Land Records of Allegany County in Liber No. 101, folio 212, and running then with the Northerly side of Emily Street, South $74\frac{1}{2}$ degrees West 28 feet; then reversing the fourth line of a deed from Van Spriggs Cresap, dated January 24, 1872, and recorded among the Land Records of Allegany County in Liber No. 36, folio 668, North $15\frac{1}{2}$ degrees West 100 feet to an alley, and with said alley, North $74\frac{1}{2}$ degrees East 28 feet; then South $15\frac{1}{2}$ degrees East 100 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Gerald K. Cummings and Marian A. Cummings, his wife, by deed dated the 25th day of February, 1954, and duly recorded among the Land Records of Allegany County.

ALSO: All of the following described real estate situated on the Northerly side of Emily Street, in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

BEGINNING for the same at a point on the Northerly side of Emily Street at the end of the first line of the lot of ground leased to

John May, by deed dated March 15, 1872, and recorded in Liber No. 39, folio 156, one of the Land Records of Allegany County, and running thence with the Northerly side of Emily Street, South $74\frac{1}{2}$ degrees West 22 feet to the beginning of the lot conveyed by Mary P. Hahn and Robert E. Hahn, her husband, to Elizabeth Mullin and husband, by deed dated May 15, 1915, and recorded in Liber No. 116, folio 474, of said Land Records and running thence with the fourth line of said Mullin lot, reversed, North $15\frac{1}{2}$ degrees West 100 feet to an alley, and with it, North $74\frac{1}{2}$ degrees East 22 feet to the end of the second line of said May lot, and with said second line reversed, South $15\frac{1}{2}$ degrees East 100 feet to the beginning.

It being the same property which was conveyed unto the said Julian F. Schonter by Bernadette B. Williams and husband, by deed dated March 5, 1948, and recorded in Liber No. 219, folio 310, one of the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagee s the aforesaid

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 Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee s or George R. Hughes duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage

debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor s . 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 Mortgagee s , the improvements on the hereby mortgaged land to an amount of at least

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to insure to the benefit of the Mortgagee s to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee s ; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal s of said Mortgagor s

Attest:

Robert W. Young
as to bill

Julian F. Schonter (SEAL)
Mabel I. Schonter (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 25th day of February, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Julian F. Schonter and Mabel I. Schonter, his wife,

the within named Mortgagor s , and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Robert W. Young and Edith M. Young, his wife,

the within named Mortgagee s , and made oath in the presence of me that the consideration in said mortgage is true and bona fide as therein set forth.

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



Robert W. Young
Notary Public

Composed and Mailed units
To Mtyle City
March 9 1954

FILED AND RECORDED FEBRUARY 25th 1954 at 3:40 P.M.

THIS MORTGAGE, Made this 25 day of February, 1954, by and between BERNARD B. BAKER and MARTHA L. BAKER, 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 bona fide indebted unto the party of the second part in the full and just sum of Four Thousand Eight Hundred (\$4,800.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum is part of the purchase price of the property hereinafter described and this mortgage is hereby declared to be a Purchase Money Mortgage, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of not less than Forty Dollars and Fifty Cents (\$40.50) beginning on the 1st day of April, 1954, and a like and equal sum of not less than Forty Dollars and Fifty Cents (\$40.50) on the said _____ 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 1st day of April, 1964, when the entire unpaid principal debt together with interest due 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 the cost 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 of that piece, parcel, or tract of land situate, lying, and being in Election District No. 3, Allegany County, Maryland, about 6 miles Southeast of Flintstone on the Southerly side of the Murley's Branch Road, and which said parcel is more particularly described as follows, to-wit:

BEGINNING for said tract at a post, corner of two fences on the Southeast margin of the Williams Road, said point being also the beginning of a parcel of land which was conveyed by Lucian H. Dolly and Belinda Dolly, his wife, unto Elbert

Turner and Elizabeth J. Turner, his wife, by deed dated October 9, 1941, and recorded in Liber 192, folio 178, one of the Land Records of Allegany County, Maryland; and running thence by said land, South 31 degrees East 421 feet to a steel stake at a fence post; thence by land of John J. Humbertson et ux., South 50 degrees 10 minutes East 922.5 feet to a car axle below an old road on land now owned by Guy Stonestreet, et al; thence by said land the following four courses and distances: South 73-1/2 degrees West 330 feet to a stake; South 47-1/2 degrees West 115.5 feet to a post of the fence; South 38-1/4 degrees West 434 feet to a walnut tree; South 7-3/4 degrees East 450 feet to a locust tree, corner of three fences; thence by land now of Jacob Mullinix, the following nine courses and distances: South 62-1/2 degrees West 359 feet to a hickory tree; South 50 degrees West 114.5 feet to a walnut tree; South 42 degrees West 272 feet to a black oak tree; South 45 degrees West 259 feet to a red oak tree; South 42 degrees West 185 feet to a red oak tree; South 29 degrees West 23.7 feet to a walnut sapling; South 51-1/2 degrees West 186 feet to a chestnut oak tree, corner of two fences; North 49 degrees West 124.5 feet to a red oak tree; North 59 degrees West 580.5 feet to a large white oak stump, corner of three fences; thence by land of Irad Dolly, North 7 degrees West 181 feet to a black oak tree, corner of two fences; and North 30 degrees West 511 feet to a locust tree, corner of three fences; thence by land of Matthew Dolly, North 27 degrees West 140 feet; and North 23-1/2 degrees West 304 feet to the Williams Road; thence by the southeast margin of said Williams Road, the following eight courses and distances: North 42-1/2 degrees East 266.5 feet; North 45 degrees East 325.5 feet; North 46 degrees East 289.5 feet; North 53 degrees East 100 feet; North 63-1/2 degrees East 816.5 feet; North 45 degrees East 95.5 feet; North 38 degrees East 250 feet; and North 48-1/2 degrees East 157^{feet} to a corner-post of two fences at the place of beginning; containing 86.625 acres of land, more or less.

RESERVING, however, unto Richard B. Kerns and Grace C. Kerns, his wife, their heirs and assigns, the right to construct, maintain and use a roadway, sixteen and one-half feet in width, from the Williams Road in a southeasterly direction along the southwesterly side lines of the above described tract of land, adjoining the lands of Matthew Dolly, Irad Dolly, and Nina Wentling, to the property presently owned by Jacob Mullinix,

at the southwesterly corner of the aforesaid tract; which said roadway shall be subject to the use in common of all of the parties hereto, their heirs and assigns.

It being the same property conveyed in a deed or even date herewith by Richard B. Kerns and Grace C. Kerns, his wife, to the said Bernard B. Baker and Martha L. Baker, his wife, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this 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 or 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 Eight Hundred (\$4,800.00) 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. Cappar, 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 and 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 Eight Hundred (\$4,800.00) 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:

Bernard B. Baker (SEAL)
Bernard B. Baker

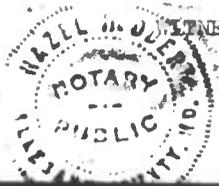
Ray Blane

Martha L. Baker (SEAL)
Martha L. Baker

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 25 day of February, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared BERNARD B. BAKER and MARTHA L. BAKER, 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 W. Odes
Notary Public

My Commission expires May 2, 1955

FILED AND RECORDED FEBRUARY 25th 1954 at 8:50 A.M.
PURCHASE MONEY

This Mortgage, Made this 23^d day of February,
in the year Nineteen Hundred and fifty-four, by and between

RAYMOND P. CUTTER and MARION REGINA CUTTER, His wife, and
RUSSELL W. CUTTER and HELEN J. CUTTER, 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

FOUR THOUSAND - - - - - 00/100 DOLLARS (\$4,000.00)

Handwritten note: e...
Mortgage Frostburg Md
March 1954

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

FIRST PARCEL: ALL that lot, piece or parcel of ground lying and being in Election District No. 18 in Allegany County, Maryland, situated on Paradise Street in the Village of Midland, which said property was conveyed by Mary Margaret Smith et al, Executrices to Raymond P. Cutter et ux by deed dated February 1st, 1954, 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 those lots, pieces or parcels of ground, lying and being in Election District 27 in Allegany County, Maryland, and known as Lots Nos. 1 and 2 of Coughlan's Addition to the Village of Midland, which said property was conveyed by Violet V. Hook, Trustee, to Russell W. Cutter et ux by deed dated March 20, 1945, and recorded among the Land Records of Allegany County, Maryland, in Deeds Liber 203, folio 281, 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 party of the second part, its successors ~~or assigns~~ or assigns, the aforesaid sum of

- - - FOUR THOUSAND - - - - - 00/100 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 party of the second part, its successors ~~and assigns~~ 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 s, 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 successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand - - - - -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 ~~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 all)

Robert M. Todd

Raymond P. Cutter [Seal]
RAYMOND P. CUTTER

Marion Regina Cutter [Seal]
MARION REGINA CUTTER

Russell W. Cutter [Seal]
RUSSELL W. CUTTER

Helen J. Cutter [Seal]
HELEN J. CUTTER.

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 23^d day of February,
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Raymond P. Cutter and Marion Regina Cutter, his wife, and Russell W. Cutter and Helen J. Cutter, 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 the said Bank and duly authorized by it to make this affidavit.

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



Robert M. Todd
Notary Public

Countersigned and
Notary Keyser, Va.
March 5

FILED AND RECORDED FEBRUARY 26th 1954 at 8:30 A.M.

This Mortgage, Made this 25 day of February

in the year Nineteen Hundred and Fifty four by and between
Lester G. Rembold and Lucy M. Rembold, his wife, hereinafter called
Mortgagors, which expression shall include their heirs, personal
representatives, successors and assigns, where the context so admits
or requires,

of Allegany County, 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 THREE THOUSAND NINE HUNDRED
(\$3900.00) 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 \$ 50.00 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 there-
of, together with the interest thereon, the said Lester G. Rembold and Lucy M.
Rembold, 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 those lots or parcels of land
situated in Election District No. 31 in Allegany County, State of
Maryland, about three miles Northeasterly from the City of Keyser, West
Virginia, on the Westerly side of U.S. Route #220, and which is a part
of the Granville H. Bodkin farm and which said parcels are designated
as A and B on a plat recently made of the same, which parcels A and B
are particularly described as a whole as follows, to-wit:

BEGINNING at a post located S. 8 deg. 15 min. W.



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,

~~heirs, executors, administrators~~ and 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 Lester G. Rembold and Lucy M. Rembold, 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 Lester G. Rembold and Lucy M. Rembold, 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, successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Nine Hundred (\$3900.00) 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 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]

Lester G. Rembold [SEAL]
Lucy M. Rembold [SEAL]

THE NATIONAL BANK OF KEYSER, WEST VA., a corporation [SEAL]

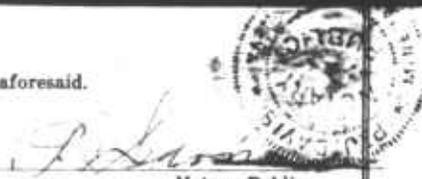
BY Joseph E. Patchett
Joseph E. Patchett, its president.

West Virginia,
State of ~~Virginia~~
Mineral ~~County~~
~~County~~ County, to-wit:

I hereby certify, That on this 25th day of February in the year nineteen Hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Lester G. Rembold and Lucy M. Rembold, his wife, whose names are signed to the writing hereto annexed, bearing date the 25th day of February, 1954 and being the within named mortgagors, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Joseph E. Patchett, President of the National Bank of Keyser, West Virginia, a corporation, 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.

My commission expires Apr 5, 1954



Notary Public.

FILED AND RECORDED FEBRUARY 26th 1954 at 1:05 P.M.

This Mortgage, Made this 25th day of February,
in the year Nineteen Hundred and Fifty-four, by and between

ELIZABETH BELL JACOBS and JESSE F. JACOBS, her husband,

of Allegheny County, in the State of Maryland,

part ies 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

of Frostburg, Allegheny 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

FIVE THOUSAND 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 party _____

*allw 8
Mtg. Frostburg N.B.
March 9 54*



of the second part, ~~its successors~~ ~~and~~ assigns, the following property, to-wit:

ALL those lots, pieces or parcels of ground situated on the southerly side of College Avenue (formerly known as Loo Street) in the City of Frostburg, Allegany County, Maryland, known and designated as Lots Nos. 1, 2, 3 and 4 of Block 13 in Frost Heirs Addition to Frostburg, Allegany County, Maryland.

IT being the same property which was conveyed by William S. Jenkins, Truatee, to Elizabeth Bell Jacobs et vir by deed dated March 7, 1942 and recorded in Deeds Liber 192, folio 714 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~~ ~~executors administrators~~ or assigns, the aforesaid sum of

- - - - FIVE THOUSAND FIVE HUNDRED - - - - -00/100 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 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 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 assigns, the improvements on the hereby mortgaged land to the amount of at least Five 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 or other losses to inure to the benefit of the mortgagee, its successors ~~and~~ 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)

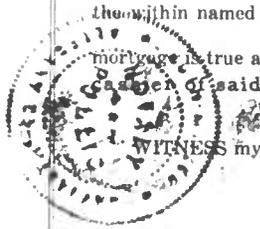
Willm M. Jadd

E. Elizabeth Bell Jacobs [Seal]
ELIZABETH BELL JACOBS

Jesse F. Jacobs [Seal]
JESSE F. JACOBS

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 21st day of February,
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Elizabeth Bell Jacobs and Jesse F. Jacobs, her husband,
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.

Willm M. Jadd
Notary Public

FILED AND RECORDED FEBRUARY 26th 1954 at 1:05 P.M.

This Mortgage, Made this 25th day of February,
in the year Nineteen Hundred and fifty-four, by and between

ALEX C. CHATAIN and ISABEL O. CHATAIN, 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:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$2,000.00 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 cent per annum in monthly installments of \$35.00 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

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

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity 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, his heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated in the Village of Ellerslie, Allegany County, Maryland, and particularly described as follows, to wit:

BEGINNING for the same on the north side of a twenty foot street, at the end of the first line of the lot conveyed by William H. Riley to Robert H. Henderson by deed dated November 22, 1880, and recorded in Liber No. 56, folio 289, of the Land Records of Allegany County and running thence with the north side of said twenty foot street, South eighty degrees and ten minutes West thirty four and three tenths feet, then North sixty eight degrees and fifty minutes West thirty nine feet, thence leaving said street, North fifty minutes East one hundred and sixty nine and one fourth feet to the end of thirty three feet on the fourth line of the original whole lot conveyed by Alexander King, Trustee, to William H. Riley, by deed dated June 16th, 1877, and recorded in Liber No. 49, folio 327, of said Land Records, and running thence with part of said fourth line, North eighty six degrees and ten minutes East thirty two and six tenths feet to the end of the first line of the lot conveyed by William H. Riley to Robert H. Henderson by deed dated December 15th, 1882, and recorded in Liber No. 83, folio 97, of the Land Records of Allegany County, thence reversing said first line, South three degrees and twenty one minutes East fifty three and one half feet to the end of the second line of the first above mentioned lot conveyed by William H. Riley to Robert H. Henderson, thence reversing said second line, South fourteen degrees and ten minutes East one hundred and thirty feet to the place of beginning.

IT being the same property which was conveyed to the parties of the first part by deed of Minnie Critchfield dated August 3, 1935, and recorded among the Land Records of Allegany County in Liber No. 173, folio 184.

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

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

- - - TWO THOUSAND DOLLARS (\$2,000.00) - - - - -
 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 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 parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least TWO THOUSAND (\$2,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire 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 at hand

W. J. Crossland

Alex C. Chatain
ALEX C. CHATAIN [Seal]

ISABEL O. CHATAIN [Seal]

Isabel O. Chatain [Seal]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 25th day of February,

In the year nineteen hundred and fifty-four, before me, the subscriber

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

Alex C. Chatain and Isabel O. Chatain, 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,

Ernest Millerson,

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.

Patty Ann Davis

Notary Public

Compared and *aww* *March 8 1954*
To *Geo. H. Legg Atty. City*

FILED AND RECORDED FEBRUARY 26th 1954 at 12:15 P.M.

This Mortgage, Made this 23rd day of February in the year Nineteen Hundred and fifty -four by and between

Joseph P. Nies and Leota E. Nies, his wife,

of Allegany County, in the State of Maryland, part 128 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 00/100 - - - - - (\$3000.00) - - - - - 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-seven 30/100 - - - (\$57.30) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All that lot or parcel of ground situated along the Easterly side of East Lane, a street or lane extending Southerly

from the Southeasterly side of Washington Street in Tusculum Addition to Cumberland, in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

Beginning for the same at a point on the Easterly side of East Lane and on the division line between the land of Clara B. Nies and Andrew Nies and Tusculum Addition to Cumberland, Maryland, said beginning point being South 17 degrees 12 minutes East 33.1 feet from the intersection of the concrete coping of the concrete wall on the Westerly side of said East Lane with the concrete coping of the concrete wall on the Westerly side of South Terrace and running then with the Easterly side of East Lane North 2 degrees 10 minutes East 43 feet to its intersection with the division line prolonged in a Westerly direction between the land of the said Clara B. Nies and Michael husband, and the land conveyed to Fesemair by deed dated January 12, 1905, and recorded in Liber 96, folio 345, of the Land Records of Allegany County, Maryland, and running then with said prolongation of said line and with said line corrected North 84 degrees 35 minutes East 108 feet to an iron bar at the end of said division line and in the line of the division fence between the land of said Clara B. Nies and husband and Read's Addition to Cumberland, Maryland, and running then with said fence South 7 degrees 26 minutes West 28 feet, then South 77 degrees 20 minutes West 113.45 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Clara B. Nies and Andrew Nies, her husband, dated July 22, 1929, recorded in Liber 161, folio 194, 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 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. Leerge, 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 00/100 - - - - (\$3000.00) - - - - - 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 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:

[Handwritten signature]

Joseph P. Nies [SEAL]
Joseph P. Nies
Leota E. Nies [SEAL]
Leota E. Nies

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 23rd day of February
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Joseph I. Nies and Leota E. Nies, 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.



by hand and Notarial Seal the day and year aforesaid.

Wm. C. Lasalle
Notary Public.

*Witness
George Keiper J. W.
March 9 54*

FILED AND RECORDED FEBRUARY 26 1954 at 8:30 A.M.
PURCHASE MONEY MORTGAGE;

This Mortgage, Made this 19th day of February
in the year Nineteen Hundred and Fifty Four, by and between
Lee Wilson and Ruth Wilson, his wife, hereinafter called Mortgagors,
which expression shall include their heirs, personal representatives
and assigns, where the context so admits or requires,

of Allegany County, in the State of Maryland
parties 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 admits or requires,

of Mineral County, in the State of West Virginia
parties of the second part, WITNESSETH:

Whereas, The said Mortgagors now stand indebted unto the

said Mortgagee in the full and just sum of TWO THOUSAND FIVE HUNDRED FIFTY (\$2550.00) 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 \$35.00, plus the interest, 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 Lee Wilson and Ruth Wilson, 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 ~~and~~ and assigns, the following property, to-wit:

All of the following described real estate situated in the Town of Westernport, Allegany County, Maryland, near Greene's Highland Park Addition to the Town of Westernport, and more particularly described as follows:

BEGINNING at a distance of one hundred ten (110) feet from a peg at the Southeast Corner of the intersection of Duckworth and Likens Streets at the end of a line drawn North 87 degrees East 30 feet from the Northeast corner of a Lot owned by Charles Duckworth and running thence with said Duckworth Street South 3 degrees West 50 feet to a peg; thence, running South 84 degrees 55 minutes East 114 feet to a peg; thence, North 3 degrees East 50 feet to a peg; thence, North 84 degrees 55 minutes West 114 feet to the place of BEGINNING.

Being the same real estate conveyed to Lee Wilson and Ruth Wilson, his wife, as tenants by the entireties, by deed dated the 17th day of February, 1954 from Alvin Kenneth Michael and Marguerite Michael, his wife, which deed is to be recorded in the office of the Clerk of the County Court of Allegany County, Maryland, prior to the recordation of this 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 Lee Wilson and Ruth Wilson, 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 Two Thousand Five Hundred Fifty (\$2550.00) Dollars, in manner and form as hereinbefore provided, and especially the monthly payments of \$35.00, plus the interest, 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 Lee Wilson and Ruth Wilson, 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 Lee Wilson and Ruth Wilson, 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, executors, administrators and 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 Lee Wilson and Ruth Wilson, 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 his personal representatives, heirs or assigns.

And the said Lee Wilson and Ruth Wilson, 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 and assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Five Hundred Fifty (\$2550.00) 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 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:

Lee Wilson [SEAL]
Ruth Wilson [SEAL]

THE NATIONAL BANK OF KEYSER, W.VA. [SEAL]
a corporation. [SEAL]

BY Joseph E. Patchett, its President



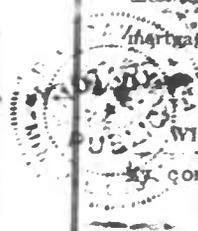
West Virginia,
State of ~~MARYLAND~~
Mineral
Allegany County, to-wit:

I hereby certify, That on this 26th day of February

in the year nineteen Hundred and Fifty Four before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared Lee Wilson and Ruth Wilson, his wife, whose names are signed the mortgage hereto bearing date the 19th day of February, 1954, and being the within named Mortgagors,

and each acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Joseph E. Patchett, President of the National Bank of Keyser, West Va., a corporation, 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.

My commission expires April 5, 1954

[Signature]

Notary Public.

Compared and Matched *correct*
in *Mtyle City*
March 7 1954

FILED AND RECORDED FEBRUARY 27th 1954 at 10:20 A.M.

This Mortgage, Made this 26th day of February

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

James W. Whittington and Pauline V. Whittington, 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 James W. Whittington and Pauline V. Whittington,
his wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just and full sum of Twenty-Four Hundred and no/100

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 James W. Whittington and Pauline V. Whittington, 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 James W. Whittington and Pauline V. Whittington, 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

Twenty-Four Hundred 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 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:

Emelyn G. O'Donnell _____
James W. Whittington [SEAL]
Pauline V. Whittington [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 26th day of February in the year nineteen Hundred and Fifty -Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

James W. Whittington and Pauline V. Whittington, 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 Vice-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.



Emelyn G. O'Donnell
Notary Public.

Wagner City
March 9 1954

FILED AND RECORDED FEBRUARY 27" 1954 at 11:20 A.M.



THIS MORTGAGE, Made this 25 day of february, 1954, by and between GUY E. SMITH and GLADYS J. SMITH, 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 bona fide indebted unto the party of the second part in the full and just sum of Two Thousand (\$2,000.00) 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 Sixteen Dollars and Eighty eight Cents (\$16.88) beginning on the 25 day of March, 1954, and a like and equal sum of not less than Sixteen Dollars and Eighty eight Cents (\$16.88) on the said 25 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 25 day of February, 1964, when the entire unpaid principal debt together with interest due 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 those three lots, pieces or parcel of ground known and designated as Lots Nos. 1, 2 and 3 of the subdivision of the Gardner Land, in the town of Eilerslie, Allegany County, State of Maryland, described as follows to wit:

BEGINNING for the same at the Southeast corner of the

whole of subdivision of the Gardner Land in the town of Ellerslie, Allegany County, Maryland as laid out on the plat in Box No. 41 of the Land Records of said County, and running thence along the State Road, North 26 degrees 17 minutes, East 63.3 feet to the Southeast corner of Lot No. 4, thence at right angles with said State Road and with the southerly line of Lot No. 4, North 63 degrees 43 minutes West 120 feet to an alley and with said alley South 26 degrees 17 minutes West 145 feet; thence North 82 degrees 39 minutes East 145.90 feet to the place of beginning.

It being the same property conveyed to the first parties by Sherman A. Smith and Virgie L. Smith, his wife, by deed dated the 21st day of May, 1938, and recorded among the Land Records of Allegany County, Maryland, in Liber 183, folio 615.

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 Two Thousand (\$2,000.00) 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 hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this

mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first 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 Two Thousand (\$2,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in 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:

Ray E. Smith (SEAL)
Ray E. Smith

H. G. Landis

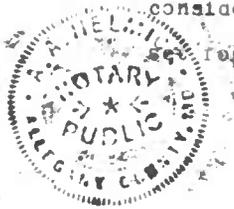
Gladys J. Smith
Gladys J. Smith

(SEAL)

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 25 day of February, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Guy E. Smith and Gladys J. Smith, 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.



A. A. Helmick
Notary Public

My Commission expires May 2, 1955

Compared and Made correct
Farmers & Merchants Bank
Keyser, W. Va.
March 11 1954

FILED AND RECORDED FEBRUARY 27th 1954 at 8:30A.M.

For value received, I, Conrad J. Robey assign, transfer, and set over unto the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, that certain mortgage executed by W. Gretton Rogers and Bessie E. Rogers, his wife, to myself, dated the 6th day of June 1951, and recorded in the office of the Clerk of the Circuit Court for Allegany County, Maryland, in Mortgage Volume No. 246, at page 204, conveying real estate therein described to myself to secure the payment of the sum of \$5800.00 with interest as therein provided.

I do hereby covenant, stipulate and agree with the said Farmers and Merchants Bank, the Assignee herein, its successors and assigns, that there is now actually due, owing and unpaid, upon the said indebtedness described and secured in said mortgage the sum of \$4509⁴⁵, and that I have the right to assign the said mortgage and the debt therein secured.

I, the undersigned Conrad J. Robey do further stipulate that I hereby appoint and constitute the said Farmers and Merchants Bank and its true and lawful attorney, to receive and collect all monies due under said said mortgage, and in case of default thereunder by the said mortgagors to do all things necessary to enforce the stipulations, covenant and agreements on my behalf and in my name as the mortgagee for the purpose of collecting the note and indebtedness with accrued interest as therein provided.

Further, I hereby guarantee to indemnify and save harmless the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, the Assignee herein, from any and all loss that it may incur resulting in any manner from the transfer of the said mortgage and the debt therein described.

Given under my hand this the 26th day of February, 1954.

Conrad J. Robey (SEAL)
Conrad J. Robey

STATE OF WEST VIRGINIA
COUNTY OF MINERAL, TO-WIT:

I, Nancy Belle Kempf, a Notary Public in and for the County aforesaid, do hereby certify that Conrad J. Robey, whose name is signed to the foregoing instrument, dated the 26th day of February, 1954, has this day acknowledged the same before me in my said county.

I further certify that my commission expires on the 9 day of December, 1963.

Given under my hand and official notarial seal this 26 day of February, 1954.



Nancy Belle Kempf
Notary Public

Computed and stated *correct*
To *Mtgee Keeper St. Va.*
March 7 1954

FILED AND RECORDED FEBRUARY 27th 1954 at 8:30 A.M.

THIS MORTGAGE, made this the 26th day of February, 1954

by and between Raymond Homer Ambrose and Cressie J. Ambrose, 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, parties 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, party of the second part.

WITNESSETH:

WHEREAS the said mortgagors now stand indebted unto the said Mortgagee in the full and just sum of FIVE THOUSAND THREE HUNDRED (\$5300.00) 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 \$35.00, and the interest to be paid on this note each month, but notwithstanding the balance due on the note with interest may be called at any time".

It is understood and agreed that in addition to the monthly payments as above set forth said first parties shall reduce the principal by an additional payment of Four Hundred eighty (\$480.00) Dollars during each year that this mortgage remains in force and effect.

AND WHEREAS this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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 Homer Ambrose and Cressie J. Ambrose, 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 and assigns, the following property, to-wit:

All those lots, pieces and parcels of land located at or near McCoolle, Allegany County, Maryland and known as Lots Nos. 1, 2, 34, 35, and 36 of Potomac Highlands and described as follows:

Lot No. 1: BEGINNING at a stake at the intersection of the Northern limits of Queen Street with Crooks Avenue, and running thence leaving the former and along the latter, N. 2 deg. 00' West (M.B. 1908) 72.2 feet to a stake, North 17 deg. 05' E. 15.7 feet to a stake; North 43 deg. 30' E. 188.7 feet to a stake at the intersection of the South line of Orchard Alley (16 feet



wide) with said alley line North 44 deg. 40' West 58.4 feet to a stake in said line; thence leaving the alley South 39 deg. 20' West 246.2 feet to a stake in the line of Queen Street; thence with said line of Queen Street South 41 deg. 25' East 106.5 feet to the BEGINNING.

Lot No. 2: BEGINNING at a stake in the Northern limits of Queen Street, last corner of Lot No. 1 and running thence reversing the fifth line thereof North 39 deg. 20' East 246.2 feet to a stake in the line of a 16 foot alley (or hard alley) fifth corner of said lot No. 1; thence along said alley North 44 deg. 40' West 90.48 feet to a stake in the line thereof; thence parallel to the first line South 39 deg. 20' West 240.3 feet to a stake in the North line of Queen Street; thence along the same South 41 deg. 25' East 90.8 feet to the BEGINNING.

Lot No. 34; BEGINNING at a stake in the North line of Orchard Alley (16' wide) corner to lot No. 33 and running thence, reversing a line thereof, North 39 deg. 20' East 230 feet to a stake in the South line of Reese Street, corner of said lot; thence along Reese Street South 50 deg. 40' East 50 feet to a stake in the line thereof; thence parallel to the first line, South 39 deg. 20' West 235 feet to a stake in the line of Orchard Alley; thence along the same North 44 deg. 40' West 50.27 feet to the BEGINNING.

Lot No. 35: BEGINNING at a stake in the North line of Orchard Alley (16' wide) last corner of Lot No. 34, and running thence reversing a line thereof North 39 deg. 20' East 235 feet to a stake in the south line of Reese Street, corner of said lot; thence along Reese Street South 50 deg. 40' East 50 feet to a stake in the line thereof; thence parallel to the first line South 39 deg. 20' West 240 feet to a stake in the line of Orchard Alley; thence along the same North 44 deg. 40' West 50.27 feet to the BEGINNING.

Lot No. 36: BEGINNING at a stake in the North line of Orchard Alley (16' wide) last corner of Lot No. 35 and running thence reversing a line thereof North 39 deg. 20' East 240 feet to a stake in the south line of Reese Street; thence along Reese Street South 50 deg. 40' East 78.35 feet to the intersection on the west line of Crooks Avenue; thence along said Avenue South 43 deg. 30' West 248 feet to its intersection with the North line of Orchard Alley, at the extreme East end thereof; thence with said alley, North 44 deg. 40' West 64.5 feet to the BEGINNING.

Being the same lots conveyed to Raymond Homer Ambrose and wife by deed from John V. Clark, unmarried, dated June 7, 1950 and recorded in Liber 230, Folio 62, one of the Deed records of Allegany County, Maryland.

ALSO all that lot, piece or parcel of ground located in or near McCoolle, Allegany County, Maryland, and known as Lot No. 3 of the Potomac Highlands Addition, a plat of which Addition is filed in Plat Case Box 121, among the Land Records of Allegany County, Maryland.

Being the same lot conveyed to Raymond Homer Ambrose and Cressie J. Ambrose, his wife, by deed from John V. Clarke, unmarried, dated the 7th day of July, 1950 and recorded in Liber 230, folio 61, one of the Deed Records of Allebany County, Maryland.

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

AND the said first parties, in consideration of the premises and in order to secure the prompt payment of the above described indebtedness, in manner and form as hereinbefore set forth doth give, grant, bargain and sell, convey, release and confirm unto the said mortgagee said, The National Bank of Keyser, West Va., a corporation, its personal representatives, successors and assigns, the following personal property, to-wit:

One Electro-Freeze Custard Machine
 One Cooling Tank
 One Holding Cabinet
 One Neon sign
 One 12 x 18 Frame Building,
 Wiring and fixtures and plumbing
 Lot spoons, dippers and pans and cleaning equipment,
 One Water Heater and Tank.

All of which are located in the village of McCoolle, Maryland and were acquired from Reba C. Price and Tyler A. Arnold.

PROVIDED that if the said Raymond Homer Ambrose and Cressie J. Ambrose, their heirs, executors, administrators or assigns, do and shall pay to the said The National Bank of Keyser, West Virginia, a corporation, its successors and assigns, the aforesaid sum of Five Thousand Three Hundred (\$5300.00) Dollars, in manner and form as hereinbefore provided and the monthly payments of \$35.00 and the interest as herein set forth. And, an additional \$480.00 on the principal of said note each year that this mortgage remains in force and effect, together with the interest thereon, as and 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.

It is agreed between the parties hereto that the mortgagors will not dispose of said personal property or remove from McCoole, Allegany County, Maryland, the personal property hereinbefore mentioned and described, without the consent in writing of said The National Bank of Keyser, or its assigns. It is also agreed by and between the parties hereto that the mortgagor shall keep the above described personal property in good repair or condition during the time of this mortgage. The said mortgagors shall also immediately notify the mortgagee by Registered mail of any and all levies which may be placed upon said personal property by any constable, sheriff or other officer, and the mortgagors further agree to notify the mortgagee of the making of any assignment for the benefit of creditors or of the filing of any voluntary or involuntary petition in bankruptcy, or the appointment of a Receiver for said mortgagors.

AND IT IS AGREED that until default be made in the premises the said Raymond Homer Ambrose and Cressie J. Ambrose, his wife, their heirs, personal representatives 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 of which taxes, mortgage debt and interest thereon the said Raymond Homer Ambrose and Cressie J. Ambrose, 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, W.Va., a corporation, its personal representatives, or assigns, or James H. Swadley, Jr., its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter to sell the real estate and personal 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 for the real estate, and ten days' notice for the personal property, of the time, place, manner and terms of sale in some newspaper published in Cumberland, 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 8% on the real estate and 10% on the personal property, 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 Homer Ambrose and Cressie J. Ambrose, 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 Raymond Homer Ambrose and Cressie J. Ambrose, 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, successors or assigns, the improvements on the land hereby mortgaged and the personal property also herein mortgaged to the amount of at least \$5300.00, 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 his lien or claim hereunder and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness the hand and seal of said mortgagors.

Raymond Homer Ambrose (SEAL)
Raymond Homer Ambrose

ATTEST

[Signature]
[Signature]

Cressie J. Ambrose (SEAL)
Cressie J. Ambrose

R. Davis



THE NATIONAL BANK OF KEYSER, W.VA. a corp.

BY *Joseph E. Patchett*
Joseph E. Patchett, its President.

State of West Virginia,
County of Mineral, to-wit:

I HEREBY CERTIFY, that on this 26th day of February, 1954 before me, the subscriber, a Notary Public of the State of West Virginia, in and for said County, personally appeared Raymond Homer Ambrose and Cressie J. Ambrose, his wife, whose names are signed to the writing above bearing date the 26th day of February, 1954 and also being the within named mortgagors, and each acknowledged the foregoing mortgage to be their respective act and deed. And at the same time before me also personally appeared Joseph E. Patchett, President of the National Bank of Keyser, W.Va., a corporation, 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.

My commission expires Apr 5, 1954



R. Davis
Notary Public

Filed and Recorded
 Mortgage City
 March 1954

FILED AND RECORDED FEBRUARY 27" 1954 at 8:30A.M.

This Mortgage. Made this 26th day of February, in the year nineteen hundred and Fifty Four, by and between

Servatius L. Roblyer and Phrona C. Roblyer, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee. Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of Five Thousand (\$5,000.00) Dollars, for which they have given their promissory note of even date herewith, payable with interest at the rate of 5% per annum in monthly payments on the principal and interest of not less than Fifty (\$50.00) Dollars.

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.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit:

First. All those Two Lots or parcels of land situated in Allegany County, State of Maryland, known as Lots Nos. 245 and 246 in "Cresap Park Addition," a plat of which is filed in Plat Book No. 1, Page 10, one of the Land Records of Allegany County, Maryland, and described as follows:

Beginning for the same on the Southwesterly side of Valley View Drive at the division line between Lots Nos. 244 and 245 of said Addition, and running thence with said side of said Drive, North 40 degrees 15 minutes East 88.6 feet to the division line between Lots Nos. 246 and 247 of said Addition; thence with said division line, South 31 degrees East 115.67 feet to the Northwesterly limits of the Baltimore and Ohio Railroad; thence with said Baltimore and Ohio Railroad, South 45 degrees 43 minutes West 86.2 feet to the aforesaid division line between Lots Nos. 244 and 245 of said Addition; thence with the last mentioned division line, North 31 degrees West 107 feet to the place of beginning.

Being the same property conveyed by Robert L. Roblyer et ux to the said Servatius L. Roblyer et ux by deed dated December 24, 1952, and recorded in Liber No. 246, folio 469, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

Second. All that lot or parcel of land situated on the McMullen Highway, in Cresaptown, Allegany County, Maryland, being known mainly as a part of Lot No. 1 as shown on the plat of "Cresap Park Addition," which was conveyed

by Margaret C. Roemer to Elmer F. Dick et ux by deed dated April 25, 1950, and recorded in Liber No. 228, folio 635, one of the Land Records of Allegany County, Maryland; and being also the same property conveyed by the said Elmer F. Dick et ux to the said Servatius L. Roblyer et ux by deed of even date herewith and to be recorded among the Land Records; and including all the rights, easements and rights-of-ways as set out and conveyed in said deeds; reference to which said deeds is hereby made for a more full and particular description of said property, rights, easements and rights-of-ways. This mortgage is being given to secure part of the purchase price for said property.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - - - - - Five Thousand (\$5,000.00) - - - - - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, 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 and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee 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 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 Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale 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, its, 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 terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the

amount of at least - - - - - Five Thousand (\$5,000.00) - - - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

Witness, the hands and seals of said Mortgagors

Attest:

William C. Dudley

Servatius L. Roblyer (SEAL)
Servatius L. Roblyer
Phrona C. Roblyer (SEAL)
Phrona C. Roblyer

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 26th day of February, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Servatius L. Roblyer and Phrona C. Roblyer, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.



William C. Dudley
Notary Public

Compared and Matched *seems*
To *Mtge R.D. 2 Box 410 City*
March 9 1954

LIBER 303 PAGE 94

C.

FILED AND RECORDED MARCH 1st 1954 at 1:10 P.M.

PURCHASE MONEY

This Mortgage, Made this 27th day of February
in the year Nineteen Hundred and Fifty-four, by and between

Robert C. Raines and Betty R. Raines, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Richard B. Kerns and Grace C. Kerns, his
wife,

of Allegany County, in the State of Maryland,

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are jointly and severally indebted unto the parties of the second part in the full and just sum of THIRTEEN HUNDRED & FIFTY-TWO DOLLARS & NINETY-SIX CENTS as is evidenced by their joint and several promissory note of even date and made payable to the order of the parties of the second part which note recites the obligation to pay the said debt in the following manner:

To pay the sum of FIFTY DOLLARS on account of the principal on the first of each month from and after this date until paid in full, and if said monthly payments are made without fail, no interest shall be charged for the first twenty-four (24) months but after 24 months interest shall be charged and paid monthly on the unpaid principal at the rate of six (6%) per cent per annum to be calculated on monthly balances in addition to the regular payment of Fifty Dollars, per month on account of principal until the entire debt is paid with interest as aforesaid.

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 C. Raines and Betty R. Raines, his wife,

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

Richard B. Kerns and Grace C. Kerns, his wife, their

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

All those lots or parcels of land known and designated as Lots Nos. 42 and 43, Block 18, and Lots Nos. 44 and 45, Block 18, as shown upon the revised plat of Potomac Park Addition which plat is filed in Plat Box No. 137 and which lots are located in District No. 6 in Allegany County, State of Maryland, and which are particularly described as follows, to-wit:

Lots Nos. 42 and 43, Block 18, which are described as a whole as follows:

BEGINNING for the same at a point along the Easterly side of Avenue Z at the division line between Lots Nos. 41 and 42 of the aforesaid Addition, said point being distant 350 feet measured in

northerly direction along the easterly side of Avenue Z from its intersection with the northerly side of Pershing Drive, and running thence along and with the easterly side of Avenue Z, North 51 degrees 55 minutes West 55 feet to the southerly side of said Prospect Drive; thence with the southerly side of Prospect Drive North 45 degrees 00 minutes East 110.75 feet, thence with line parallel to Avenue Z, South 51 degrees 55 minutes East 42 feet to intersect a line drawn North 38 degrees 5 minutes East from the place of BEGINNING, then reversing said intersecting line South 38 degrees 5 minutes West 110 feet to the place of BEGINNING.

This being the same land which was conveyed by Andrew S. Helmick and Lois L. Helmick, his wife, unto the said Robert C. Raines and Betty R. Raines, his wife, by deed dated August 15, 1952, and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage, this mortgage being a purchase money mortgage.

Lot No. 44, Block 18, which is particularly described as follows:

BEGINNING for the said lot at the intersection formed by the easterly side of Prospect Drive with the southerly side of Bank Avenue; and running thence with the southerly side of said Bank Avenue, South 51 degrees 55 minutes East 24 feet; thence at right angles to Bank Avenue South 38 degrees 05 minutes West 110 feet; thence parallel to Bank Avenue North 51 degrees 55 minutes West 38 feet to the easterly side of aforesaid Prospect Drive; thence with the easterly side of said Prospect Drive, North 45 degrees 00 minutes East 110.75 feet to the place of BEGINNING.

Lot No. 45, Block 18, which is particularly described as follows:

BEGINNING for the said lot at a point along the southerly side of Bank Avenue at the end of the first line of Lot No. 44, Block No. 18; and running with the said southerly side of Bank Avenue, South 51 degrees 55 minutes East 25 feet; thence at right angles to said Bank Avenue, South 38 degrees 05 minutes West 110 feet; thence parallel to Bank Avenue, North 51 degrees 55 minutes West 25 feet to the end of the second line of the aforesaid Lot No. 44; thence reversing said second line, North 38 degrees 05 minutes East 110 feet to the place of BEGINNING.

The above Lots Nos. 44 and 45 of Block No. 18 were conveyed by Thomas P. Robosson and Harriet A. Robosson, his wife, unto the said Robert C. Raines and Betty R. Raines, his wife, by deed dated February 27, 1953, and recorded among the Land Records of Allegany County, Maryland, in Liber 248, folio 134.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be 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) Dollars 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.

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 Robert C. Raines and Betty R. Raines,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said
Richard B. Kerns and Grace C. Kerns, his wife, their
executor s, administrator s or assigns, the aforesaid sum of _____

Thirteen Hundred Fifty-two Dollars and Ninety-six Cents

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 _____

Robert C. Raines and Betty R. Raines, 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 Robert C. Raines and Betty R. Raines 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

Richard B. Kerns and Grace C. Kerns, his wife, their

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

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

Robert C. Raines and Betty R. Raines, his wife 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 Robert C. Raines and Betty R. Raines, 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 mortgagees or their assigns, the improvements on the hereby mortgaged land to the amount of at least

THIRTEEN HUNDRED AND FIFTY-TWO 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 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:

Rosalie A. Cuthrie

Robert C. Raines
Robert C. Raines

[SEAL]

Betty R. Raines
Betty R. Raines

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 27th day of February, in the year Nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert C. Raines and Betty R. Raines, his wife,

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

Richard B. Kerns and Grace C. Kerns, 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.



hand and Notarial Seal the day and year aforesaid.

Rosalie A. Crutcher
Notary Public.

*ccing
Mortgage Crutcher Feb
March 1 1954*

FILED AND RECORDED MARCH 1 1954 at 8:30A.M.

This Mortgage, Made this 25th day of February, 1954

by and between

----- JOSEPH WILLIAM ELKINS and ANNA MAE ELKINS, 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 **ONE THOUSAND TWO HUNDRED SIXTY AND 00/100** ----- DOLLARS (\$1260.00) being the balance of the purchase money for the property hereinafter described

on his **NINE AND NINE-THIRTEENTHS** ----- (9-9/13) 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 ----- **TWELVE** and 30/100 -----
----- **DOLLARS (\$12.30)** -----, on or before the 25th
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 piece or parcel of ground lying and being in the Town of Frostburg, Allegany County, Maryland, and particularly described as follows:

BEGINNING for the same at a point on Bowery Street, said point being at the end of the third line of the second parcel described in a deed from Conrad Hohing and Leonora Hohing, his wife, to George M. Gunnett and Mary Gunnett, his wife, dated January 14, 1932, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 167, folio 88; and running thence from said point and with part of the fourth line of said second parcel and with Bowery Street South thirty-six degrees no minutes West twenty-seven and seven-tenths feet; thence South fifty-four degrees no minutes East one hundred fifty feet to an alley, and with it North thirty-six degrees no minutes East twenty-seven and seven-tenths feet; thence with the last line of the aforesaid second parcel North fifty-four degrees no minutes West one hundred fifty feet to the place of beginning, containing .09 acres, more or less.

IT being the same property which was conveyed by Olen Gunnett and his wife to Joseph William Elkins and his wife by deed dated July 3, 1953, and recorded among the Land Records of Allegany County, Maryland, in Deeds Liber No. 251, folio 218.

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 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 impro-

vements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

And the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

And it is Agreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

And in case of any default being made in any of the payments, covenants or conditions of this Mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, Maryland, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness, the signatures and seals of the parties of the first part on the day and year above written.

WITNESS as to all:

Joseph W. Elkins (SEAL)
JOSEPH WILLIAM ELKINS

Anna Mae Elkins (SEAL)
ANNA MAE ELKINS

(SEAL)

(SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 25th day of February, 1954,
before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid,
personally appeared JOSEPH WILLIAM ELKINS and ANNA MAE ELKINS, his wife,

the Mortgagor herein, and acknowledged the foregoing instrument of writing to be their
respective act and deed; and at the same time and place before
me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of
Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration
in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form
of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such
affidavit.

Witness my hand and Notarial Seal.

Anna Jean Elkins



City of Cumberland
March 26 1954

FILED AND RECORDED MARCH 2nd 1954 at 9:10 A.M.

This Mortgage, made this 27th day of February, in the year Nineteen Hundred and fifty-four, by and between

Floyd G. Harper and Gloria L. Harper, his wife,

expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and

W. Wallace McKaig,

hereinafter called Mortgagee, which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Four Thousand (\$4,000.00) Dollars, which said indebtedness, together with the interest thereon at the rate of Five per centum per annum is payable three years after date hereof. Beginning not later than fifty-two (52) months from the date hereof, the said Mortgagors do hereby covenant and agree to make payments of not less than Sixty (\$60.00) each month on account of the principal indebtedness and interest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness. In the meantime, the said Mortgagors hereby covenant and agree to pay the interest on said indebtedness semi-annually at the rate aforesaid.

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

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

All that lot or parcel of ground situated on the Westerly side of Mullin Street in Mapleside, an Addition to the City of Cumberland, Allegany County, Maryland, known and designated as the Northerly half of Lot No. 19 and all of Lot No. 20 in Frank J. Bealky's Sub-Division of part of Mapleside, and which said Northerly half of Lot No. 19 and all of Lot No. 20 are described as a whole as follows, to-wit:

BEGINNING for the same at a point on the Westerly side of Mullin Street at the end of 20 feet on the first line of aforesaid Lot No. 19, it being also distant 300 feet measured in a Northerly direction along the Westerly side of said Mullin Street from its intersection with the Northerly side of Anderson Street, and running thence with the Westerly side of Mullin Street, North 10 degrees 10 minutes East 60 feet to the division line between Lots Nos. 20 and 21 of aforesaid Sub-Division, thence with the division line between Lots Nos. 20 and 21, it being at right angles to Mullin Street, North 79 degrees 50 minutes West 100 feet to the Easterly side of a 15-foot alley, and with it, South 10 degrees 10 minutes West 60 feet to intersect a line drawn North 79 degrees 50 minutes West from the place of beginning, thence reversing said intersecting line and crossing the whole Lot No. 19, South 79 degrees 50 minutes East 100 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Benjamin F. Warder and Gwendolyn L. Warder, his wife, by deed dated the 17th day of January, 1954, and to be recorded among the Land Records of Allegany County, Maryland.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid

Four Thousand (\$4,000.00) 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 Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

Compared and Made correct
 Mt. Shilbannoh City
 March 26 54

FILED AND RECORDED MARCH 27th 1954 at 9:10 A.M.

This Mortgage, made this 27th day of February, in the year Nineteen Hundred and fifty-four, by and between

Floyd G. Harper and Gloria L. Harper, his wife,

hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and

W. Wallace McKaig,

hereinafter called Mortgagee, which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Four Thousand (\$4,000.00) Dollars, which said indebtedness, together with the interest thereon at the rate of Five per centum per annum is payable three years after date hereof. Beginning not later than fifty-two (52) months from the date hereof, the said Mortgagors do hereby covenant and agree to make payments of not less than Sixty (\$60.00) each month on account of the principal indebtedness and interest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness. In the meantime, the said Mortgagors hereby covenant and agree to pay the interest on said indebtedness semi-annually at the rate aforesaid.

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

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

All that lot or parcel of ground situated on the Westerly side of Mullin Street in Mapleside, an Addition to the City of Cumberland, Allegany County, Maryland, known and designated as the Northerly half of Lot No. 19 and all of Lot No. 20 in Frank J. Bealky's Sub-Division of part of Mapleside, and which said Northerly half of Lot No. 19 and all of Lot No. 20 are described as a whole as follows, to-wit:

BEGINNING for the same at a point on the Westerly side of Mullin Street at the end of 20 feet on the first line of aforesaid Lot No. 19, it being also distant 300 feet measured in a Northerly direction along the Westerly side of said Mullin Street from its intersection with the Northerly side of Anderson Street, and running thence with the Westerly side of Mullin Street, North 10 degrees 10 minutes East 60 feet to the division line between Lots Nos. 20 and 21 of aforesaid Sub-Division, thence with the division line between Lots Nos. 20 and 21, it being at right angles to Mullin Street, North 79 degrees 50 minutes West 100 feet to the Easterly side of a 15-foot alley, and with it, South 10 degrees 10 minutes West 60 feet to intersect a line drawn North 79 degrees 50 minutes West from the place of beginning, thence reversing said intersecting line and crossing the whole Lot No. 19, South 79 degrees 50 minutes East 100 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Benjamin F. Warder and Gwendolyn L. Warder, his wife, by deed dated the 17th day of February, 1954, and to be recorded among the Land Records of Allegany County, Maryland.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 523 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid

Four Thousand (\$4,000.00) 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 Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagee. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagee to the person advertising.

AND the said Mortgagee further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least 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 loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seals of said Mortgagee

Attest:

George R. Hughes

Floyd G. Harper (SEAL)
Floyd G. Harper
Gloria L. Harper (SEAL)
Gloria L. Harper

(SEAL)

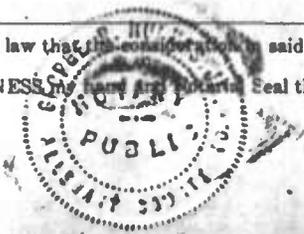
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 27th day of February, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Floyd G. Harper and Gloria L. Harper, his wife,

the within named Mortgagee, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared W. Wallace McKaig,

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

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



George R. Hughes
Notary Public

*cleared
Mortgage Westernport Md
March 26 54*

FILED AND RECORDED MARCH 27 1954 at 10:20 A.M.

PURCHASE MONEY

This Mortgage, Made this twenty -sixth day of February-----

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

Franklin S. Johnson and Patricia D. Johnson, husband and wife-----

of Westernport, 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 thirty five hundred dollars (\$3500.00), being part of the purchase price of the herein after described and 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, at The Citizens National Bank of Westernport, Maryland,

AND WHEREAS, it is agreed that the said Mortgagors shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least _____ dollars each month, including therein the accrued interest; and that the entire remaining principal of the said note, if not sooner paid, shall be due and payable ten years from the date of said original note.

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

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

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

That certain lot of ground in the town of Westernport, in Allegany County, Maryland, known as The Good Lot and beginning for the same at a stake at the end of the first line of lot Number three (3) in Roberts Addition to the town of Westernport, on the West side of Roberts Street, and running with said street North 12 1/2 degrees East 109 feet; thence North 77 1/2 degrees West 250 feet to Granite Street; thence with said Street South 12 1/2 degrees West 109 feet; thence South 77 1/2 degrees East 250 feet to the place of beginning. Being the same property which was conveyed unto the parties of the first part herein by deed from Ray Evans et ux, dated February 22, 1954 and to be recorded among the land records of Allegany County, Maryland at the same time as the recording of this purchase money mortgage.

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

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said The Citizens National Bank of Westernport, Maryland or assigns, the aforesaid sum of thirty five hundred dollars (\$ 3500.00)

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

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs and assigns may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said 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 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 Thirty five hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, 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:

Richard Whitworth

Franklin S. Johnson [SEAL]
Franklin S. Johnson

***** [SEAL]

Patricia D. Johnson [SEAL]
Patricia D. Johnson

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this Twenty-sixth day of February-----
in the year nineteen Hundred and Fifty four-----, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Franklin S. Johnson and Patricia D. Johnson, 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 Horace P. Whitworth,
The 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 the said bank duly authorized to make this affidavit.

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

Richard Whitworth
Notary Public



Richard Whitworth
March 26 54

FILED AND RECORDED MARCH 2nd 1954 at 10:00 A.M.

PURCHASE MONEY

This Mortgage, Made this Twenty seventh day of February-----
in the year Nineteen Hundred and Fifty four----- by and between
Franklin S. Johnson and Patricia D. Johnson, husband and wife-----
of Westernport, Allegany-----County, in the State of Maryland-----
parties of the first part, and Donald P. Whitworth-----

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

Whereas,

The said parties of the first part are indebted unto the said party of the second part in the full and just sum of two thousand dollars (\$ 2000.00) for money lent, being a part of the purchase price of the hereinafter described lands, 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 party of the second part at The Citizens National Bank of Westernport, Maryland. And Whereas, it was understood and agreed between the parties prior to the lending of said money and the giving of said note that this mortgage would be executed. (It being understood that this mortgage is a second mortgage and subsidiary to that certain mortgage for \$3500.00, of February 26, 1954, given by the parties of the first part to The Citizens National Bank of Westernport)

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:

That certain lot of ground in the town of Westernport, in Allegany County, Maryland, known as The Good Lot, and beginning for the same at a stake on the West side of Roberts Street at the end of the first line of lot number three (3) in Roberts Addition to the town of Westernport, and running with said Street North 12 1/2 degrees East 109 feet; thence North 77 1/2 degree West 250 feet to Granite Street; thence with said Street South 12 1/2 degrees West 109 feet; then South 77 1/2 degrees East 250 feet to the place of beginning. Being the same property which was conveyed unto the parties of the first part herein by deed from Ray Evans et ux, dated February 22, 1954 and which deed is to be recorded among the land records of Allegany County, Maryland prior to the recording of this 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 Donald P. Whitworth, his ----- executor, administrator or assigns, the aforesaid sum of Two thousand --dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their----- part to be performed, then this mortgage shall be void.

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 in-

terest 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 Horace P. Whitworth, ----- 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 his----- assigns, the improvements on the hereby mortgaged land to the amount of at least

Two thousand ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to 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 s

Attest:

Richard Whitworth Franklin S. Johnson [SEAL]
Franklin S. Johnson

[SEAL]

Patricia D. Johnson [SEAL]
Patricia D. Johnson

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 27th day of February-----
in the year nineteen Hundred and Fifty-four----- before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Franklin S. Johnson and Patricia D. Johnson, 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 Horace 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

Compared and

*Delivered
and signed**at Mtge City**March 26 1954*FILED AND RECORDED MARCH 2nd 1954 at 9:20 A.M.

THIS MORTGAGE, Made this *1st* day of March, 1954, by and between John E. Weller and Nellie I. Weller, 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 Elizabeth Rhodes Buchanan, of the second part, sometimes hereinafter called the Mortgagor, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the Mortgagee in the full and just sum of Twelve Hundred (\$1200.00) 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 March 31, 1954.

NOW, THEREFORE, in consideration of the premises, and of the sum of one (\$1.00) dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said John E. Weller and Nellie I. Weller, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee for Elizabeth Rhodes Buchanan, its successors or assigns, the following property, to-wit:

All that lot or parcel of ground being all of Lot No. 7 and part of Lot No. 8, Block No. 34, in Potomac Park Addition on



the River Road three miles Westward of the City of Cumberland, in Allegany County, in the State of Maryland, and particularly described as follows, to-wit:

BEGINNING for the same at a point on the Southerly side of the McMullen Highway (originally the River Road), at the end of the first line of Lot No. 6, Block 34, in said Addition, and running thence with the Southerly side of the McMullen Highway, North 77 degrees 51 minutes East 68 feet; thence crossing Lot No. 8 at right angles to the McMullen Highway, South 12 degrees 9 minutes East 120 feet to the Northerly side of a 20-foot Alley; and with it, South 77 degrees 51 minutes West 68 feet to the end of the second line of aforesaid Lot No. 6; thence reversing said second line, North 12 degrees 9 minutes West 120 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by James H. Cook, widower, by deed dated the 20th day of May, 1937, and recorded in Liber No. 177, folio 584, 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 Twelve Hundred (\$1200.00) 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 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 percent 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 Twelve Hundred (\$1200.00) 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 hands and seals of the said Mortgagors.

John E. Weller (SEAL)
John E. Weller

WITNESS:

William J. Smith

Nellie I. Weller (SEAL)
Nellie I. Weller

STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 1st day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared John E. Weller and Nellie I. Weller, 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.



Geo. A. Fisher
Notary Public

Compared and ~~Notarized~~

To

19

LIBER 303 PAGE 112

FILED AND RECORDED MARCH 3rd 1954 at 12:50 P.M.
THIS PARTIAL RELEASE OF MORTGAGE, Made and Executed this
1st day of March, 1954, by and between Linna R. Litzenburg,
formerly Linna R. Deffibaugh, of the County of Allegany, and
State of Maryland:

WHEREAS, the said Linna R. Litzenburg is the holder of a
mortgage from Thomas F. Robosson and Harriett A. Robosson, his
wife, to Linna R. Deffibaugh dated the 21st day of June, 1947, and
recorded among the Mortgage Records of Allegany County, Maryland,
in Liber No. 198, Folio 448; and

WHEREAS, the said Thomas F. Robosson and Harriett A. Robosson,
his wife, have partially paid the principal sum of said mortgage
and are, therefore, entitled to a partial release of said mortgage
and to have part of the property thereby affected released from
the operation and effect thereof:

WHEREFORE, now this release witnesseth, that for and in con-
sideration of the premises and the sum of One Dollar, cash in hand
paid, the receipt whereof by the said Linna R. Litzenburg is hereby
acknowledged, the said Linna R. Litzenburg does hereby release the
second parcel affected by said mortgage from the operation and ef-
fect of said mortgage and does grant the said Parcel No. 2 therein
affected unto the said Thomas F. Robosson and Harriett A. Robosson,
his wife, to be held by the said Thomas F. Robosson and Harriett A.
Robosson, his wife, in the same manner as if the said mortgage
had never been made, but retains the lien upon the first parcel
contained and affected thereby as though this release had not been
executed.

WITNESS, the hand and seal of the Releasor:

WITNESS:

Linna R. Litzenburg
Linna R. Litzenburg
STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 1st day of March, 1954, before
me, the subscriber, a Notary Public of the State of Maryland, in
and for the County of Allegany, aforesaid, personally appeared
Linna R. Litzenburg and did acknowledge the foregoing release
of mortgage to be her act and deed.



Carl Edward Deane
NOTARY PUBLIC

FILED AND RECORDED MARCH 3rd 1954 at 9:40 A.M.

RELEASE OF MORTGAGE

THIS RELEASE OF MORTGAGE, Made and Executed this 15th day of June, 1953, by Robert Earl Spitznas of the City of Baltimore and State of Maryland;

WHEREAS, the said Robert Earl Spitznas is the holder of a certain mortgage from Ollie K. Teeter and Montre Teeter, his wife, dated the 30th day of October, 1951, and which said mortgage is of record among the Mortgage Records of Allegany County, Maryland, in Liber No. 252, folio 327; and

WHEREAS, the said Ollie K. Teeter and Montre Teeter, his wife, have paid the said mortgage and are, therefore, entitled to have the property thereby affected released from the operation and effect of the aforesaid mortgage.

WHEREFORE, now this release witnesseth, that for and in consideration of the premises and the sum of One (\$1.00) Dollar cash in hand paid, the said Robert Earl Spitznas does hereby release the said mortgage and grant the said property thereby affected unto the said Ollie K. Teeter and Montre Teeter, his wife, to be held by the said Ollie K. Teeter and Montre Teeter, his wife, in the same manner as if the said mortgage had never been made.

WITNESS, the hand and seal of the said releasor:

ATTEST:

Earl Edmund Manges Robert Earl Spitznas (SEAL)
Robert Earl Spitznas

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 15th day of June, 1953, before me, the subscriber, a Notary Public of the State of Maryland, and County of Allegany, aforesaid, personally appeared Robert Earl Spitznas and did acknowledge the foregoing instrument of ~~writing~~ writing to be his act and deed.

WITNESS, my hand and Notarial Seal the day and year first hereinbefore written:



EARL EDMUND MANGES
NOTARY PUBLIC
ALLEGANY COUNTY, MARYLAND

Earl Edmund Manges
Notary Public

Compared and Mailed *ccm*
To *Walter F. ...*
March 26 34

LIBER 303 PAGE 114

FILED AND RECORDED MARCH 4th 1954 at 10:10 A.M.

This Mortgage, Made this 2nd. day of March in the year
Nineteen Hundred and Fifty-four by and between

ROYAL C. SKIDMORE and MARIAN J. SKIDMORE, 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 FIFTEEN THOUSAND AND NO/100 - - - - - Dollars (\$15,000.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly instalments of

Three Hundred - - - - - 00/00 Dollars, (\$300.00) commencing on the 2nd. day of April, 1954 and on the 2nd. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 2nd. day of March, 1959. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

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

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

Royal C. Skidmore and Marian J. Skidmore, 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 ground situate, lying and being in the Town of Frostburg, Allegany County, Maryland, and known and distinguished as Lot Number Two (2) of Block Number Eighteen (18) in Beall's First Addition to said town of Frostburg. Said lot fronts fifty (50) feet on Bowery Street and runs back, with an even width, a distance of one hundred and fifty (150) feet to an alley, as will be seen by reference to the Plat of said Beall's First Addition to Frostburg, Maryland, recorded in Plat Book No. 1, folio 62.

Being the same property conveyed to the said Royal C. Skidmore and Marian J. Skidmore, his wife, by deed from Evaline Rodda, unmarried, dated July 13, 1948 and recorded in Liber No. 221, folio 341 among the Land Records of Allegany County, Md.



SECOND PARCEL

All those lots, pieces or parcels of ground lying and being in Allegany County, Maryland, situated in or near the Town of Frostburg, and known and distinguished as Lots Numbers Three (3) and Four (4) on the plat of Andrew J. Willison's Lots West of Lonsaconing Street in said town of Frostburg, and more particularly described as a whole as follows:

Beginning for the same at a point on the South side of Braddock Street, also called Midlothian Road, South 65 degrees 50 minutes West 115 feet from the intersection of said side of Braddock Street and the Westerly side of Lonsaconing Street, and running thence with said side of Braddock Street, South 65 degrees 50 minutes West 100 feet to said Lot No. 5 as shown on said plat recorded in Liber 85, folio 720 among the Allegany County Land Records, and running thence South 24 degrees 10 minutes East 135 feet to a 15 foot alley, and with it, North 65 degrees 50 minutes East 100 feet to Lot No. 2, thence North 24 degrees 10 minutes West 135 feet to the place of beginning.

Being the same property conveyed to the said Royal C. Skidmore and Marian J. Skidmore, his wife, by deed from J. Glenn Beall and others, dated October 3, 1940 and recorded in Liber No. 188, folio 206 among said 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.

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

FIFTEEN THOUSAND AND NO/100 - - - - - (\$ 15,000.00) Dollars
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in

good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

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

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

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

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

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

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

WITNESS the hand and seal of said mortgagor.

ATTEST:

Ralph M. Race
Ralph M. Race
Ralph M. Race
Ralph M. Race

Royal C. Skidmore (SEAL)
Royal C. Skidmore
Marian J. Skidmore (SEAL)
Marian J. Skidmore

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 2nd day of March in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

ROYAL C. SKIDMORE and MARIAN J. SKIDMORE, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared ~~Walter H. ...~~ ^{G. Alvin Kreiling} 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 ~~Walter H. ...~~ ^{G. Alvin Kreiling} 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. Race
Ralph M. Race Notary Public

FILED AND RECORDED MARCH 4th 1954 at 12:40 P.M.

PURCHASE MONEY

This Mortgage, Made this 1ST day of MARCH in the
year Nineteen Hundred and fifty-four by and between
Richard Francis Boyle and MARGARET Elizabeth Boyle,
his wife,

of Allegany County, in the State of Maryland, part ~~122~~ of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

~~Whereas~~, the said mortgagee has this day loaned to the said mortgagors, the sum of
Five Thousand Six Hundred 00/100 -- - (\$5600.00) -- - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 4 $\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of Thirty-five 45/100 -- - (\$35.45) -- - 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 certain piece or parcel of ground situated on
the Westerly side of Polk Street in the City of Cumberland, Allegany
County, Maryland, and more particularly described as follows, to-wit:
Beginning for the same/^{at a point} on the Westerly side of Polk Street
said point being South 21 degrees 30 minutes West 46.5 feet from the
Southwest intersection of Columbia Street with Polk Street, and running
then North 68 degrees 30 minutes West 25.5 feet to a point on the
second line of the whole property as described in a deed from
Elizabeth R. Evans to George W. F. Webster et ux, dated September 14,
1920, and recorded in Liber 135, folio 15, one of the Land Records
of Allegany County, Maryland, and running then with a part of said
second line South 21 degrees 50 minutes West (corrected bearing)
6.65 feet, then with a part of the third line of aforesaid deed South
21 degrees 02 minutes West (corrected bearing) 36 feet, then South 68
degrees 30 minutes East 25.28 feet to a point on the Westerly side
of Polk Street, it also being the fifth line of the aforesaid Evans
deed, and then with a part of said fifth line and the Westerly side
of Polk Street North 21 degrees 30 minutes East 42.65 feet to the
beginning.

BEING the same property which was conveyed unto the parties

of the first part by deed of Richard J. Boyle and Mildred I. Boyle, 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 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 Five Thousand Six Hundred 00/100 - - (\$5600.00) - - - 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 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 Francis Boyle
Margaret Elizabeth Boyle

Richard Francis Boyle [SEAL]
Margaret Elizabeth Boyle [SEAL]
RICHARD FRANCIS BOYLE
MARGARET ELIZABETH BOYLE

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 15th day of MARCH

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

Richard Francis Boyle and Margaret Elizabeth Boyle, 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.

Compared and Mailed *correct*
To *Mtge 617 Fairview Ave City*
March 26 1954

LIBER 303 PAGE 120

FILED AND RECORDED MARCH 4th 1954 at 1:20 P.M.

This Mortgage, Made this 4th day of March
in the year Nineteen Hundred and Fifty-four _____, by and between

CARL N. FILL and ELSORA L. FILL, his wife

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



ARMAND FANELLI and MARILINE FANELLI, his wife

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

Whereas, the parties of the first part are justly indebted unto the parties of the second part in the full and just sum of FOUR THOUSAND and FOUR HUNDRED (\$4400.00) DOLLARS, with interest at the rate of Six (6%) per cent per annum, computed monthly on the unpaid balances, said indebtedness to be amortized by the payment of at least FIFTY (\$50.00) DOLLARS per month, the first monthly payment being due and payable on month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payments being first applied to the accrued interest and the balance to the principal, to secure which said indebtedness, principal together with interest accruing thereon, these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof, in amounts not less than the amount of one installment.

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

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

heirs and assigns, the following property, to-wit: BEGINNING at a stake 14 feet North of Centre of the macadam on the Hazen Road (or Bottle Run Road), said point being also in alignment with centre of the intervening space between two small buildings on land of James L. Root and Lena K. Root, his wife, and also at the end of a reference line drawn North 76 degrees West (True Meridian Course) 193.5 feet from a steel stake 14 feet North of Centre of the aforesaid Road, which stake is at the end of the fourth line of the deed from Dorcil W. Kline, et ux. to James L. Root and Lena K. Root, his wife, dated May 25, 1944, and

recorded in Liber 199, folio 513, of the Land Records of Allegany County, Maryland, and running thence North 81 degrees West 159 feet to a steel axle stake which marks the beginning point of the deed from Edward G. Tressler and Sarah A. Tressler to James L. Root and Lena K. Root, his wife, dated February 29, 1944, and recorded in Liber 198, folio 601 of the Land Records of Allegany County, Maryland, thence by said Kline line North 21½ degrees East 135 feet to a corner post of two fences; thence South 60½ degrees East 154.7 feet to a stake in fence post; thence South 18½ degrees West 60 feet to the beginning. Containing .582 of an acres.

BEING the same property that was conveyed to parties of the first part by James L. Root et ux., by deed dated February 12, 1951 and recorded in Liber 235, folio 498, 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 parties of the first part, their
heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, their
executors, administrator or assigns, the aforesaid sum of

FORTY-FOUR HUNDRED (\$4400.00) 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 parties of the second part, their

heirs, executors, administrators and assigns, or Peter J. Carpentieri,
 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 their assigns, the improvements on the hereby mortgaged land to the amount of at least FORTY-FOUR HUNDRED (\$4400.00) 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 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 mortgagors

Attest:

Mabel Boor Carl N. Field [SEAL]
ac to both - Elnora L. Field [SEAL]
Carl N. Field
Elnora L. Field

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 4th day of March in the year nineteen Hundred and Fifty-FOUR, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Carl N. Field and Elnora L. Field, his wife and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Armand Fanelli and Madeline Fanelli, his wife, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



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

Mabel Boor
Notary Public.

FILED AND RECORDED MARCH 4th 1954 at 2:00 P.M.

This Mortgage, Made this 4th day of
March, in the year nineteen hundred and Fifty Four, by and between
Elmer F. Dick and Virginia L. Dick, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and
THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee,
Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the
said Mortgagee in the full and just sum of Three Thousand (\$3,000.00) Dollars, for which
they have given their promissory note of even date herewith, payable with interest
at the rate of 5% per annum in monthly payments on the principal and interest of
not less than Thirty (\$30.00) Dollars.

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.

Now therefore, in consideration of the premises, and in order to secure the prompt payment
of the said indebtedness and any future advances as aforesaid, together with the interest thereon,
the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said
Mortgagee, its successors and assigns, the following property, to-wit: All that lot of ground
in Cresap Park, near the Cellulose Plant, in Allegany County, Maryland, fronting
fifty feet on Meadow Drive, known as Lot No. 86 on the revised plat of "Cresap
Park Addition" filed in Plat Case, Box 91, among the Land Records of Allegany,
County, Maryland, and described as follows:

Beginning on the Southeasterly side of Meadow Drive, at
the end of the first line of Lot No. 85, and running thence with Meadow Drive,
North 61 degrees 30 minutes East 50 feet; thence South 31 degrees East 115 feet to
a ten foot alley; thence with said alley, South 61 degrees 30 minutes West 50
feet to the end of the second line of said Lot No. 85; thence reversing said
second line, North 31 degrees West 115 feet to the beginning.

Being the same property conveyed by Margaret C. Roemer,
widow, to the said Elmer F. Dick et ux by deed of even date herewith and to be
recorded among the Land Records of Allegany County, Maryland, this mortgage
being given to secure part of the purchase price for said property. Reference
to said deed is hereby made for a further description.

To have and to hold - the above described property unto the said Mortgagee, its successor
or assigns, together with the buildings and improvements thereon, all fixtures and articles of per-
sonal property now or at any time hereafter attached to or used in any way in connection with the
use, operation and occupation of the above described real estate, and the rights, roads, ways, waters,
privileges, and appurtenances thereto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administra-

tors, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - - - -Three Thousand (\$3,000.00)- - - - -dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, 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 and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee 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 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 Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale 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, its, 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 terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - -Three Thousand (\$3,000.00)- - - - -dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

Witness, the hands and seals of said Mortgagors

Attest:

William C. Sudley

Elmer F. Dick (SEAL)
Elmer F. Dick
Virginia L. Dick (SEAL)
Virginia L. Dick

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 4th day of March, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Elmer F. Dick and Virginia L. Dick, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.



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

Howard C. Dudley
Notary Public

FILED AND RECORDED MARCH 5th 1954 at 9:10 A.M.

ccw
Notary City
March 26 5-

This Mortgage, Made this 2nd day of March in the year nineteen hundred and fifty-four, by and between

John Galen Walters and Pearl Walters, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee.

Witnesseth:

Whereas, the said

John Galen Walters and Pearl Walters, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-One Hundred (\$2100.00) 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 March 31, 1954

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

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

John Galen Walters and Pearl Walters, 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, piece or parcel of ground in or near the Town of Lonaconing, Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING at a point on the second line of that lot or parcel of land which was sold and conveyed by John Walters and Mary A. Walters, his wife, to Charles W. Walters by deed dated July 28, 1943, and recorded in Liber No. 196, folio 694, one of the Land Records of Allegany County, Maryland, and running with the remainder of said second line; also the third and part of the fourth lines, South 41 degrees West 28.6 feet, North 49 degrees West 133 feet to Spring Alley, and with said Alley, North 41 degrees East 28.6 feet, then leaving said fourth line and running through the whole lot; also the center of the double dwelling house on said lot, South 49 degrees East 133 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Harold F. Walters and wife, by deed dated the 23rd day of February, 1954, and to be recorded among the Land Records of Allegany County.

ALSO: All that lot, piece or parcel of ground in or near the Town of Lonaconing, Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING for the same at a point distant South 41 degrees West 50 feet on the second line of the whole lot conveyed to John Walters and Mary A. Walters, his wife, by William Walters and Amanda Walters, his wife, by deed recorded among the Land Records of Allegany County, Maryland, in Liber No. 177, folio 528, said point of beginning being also the end of the second line in the deed from John Walters and Mary A. Walters, his wife, to Daniel Gibson Foote, dated the 18th day of July, 1940, and recorded among the aforesaid Land Records in Liber No. 187, folio 550, and running thence with Spring Street, South 41 degrees West 46.2 feet to the beginning point in the deed from Charles W. Walters and Marguerite Walters, his wife, to Harold F. Walters and Miriam I. Walters, his wife, dated the 23rd day of December, 1946, and recorded among the aforesaid Land Records in Liber No. 213, folio 133; thence with the fourth line of said last mentioned deed, reversed, and also through the center of a double dwelling house on said lot, North 49 degrees West 133 feet to Spring Alley; thence with Spring Alley, North 41 degrees East 46.2 feet to the end of the third line in the aforesaid deed to Daniel Gibson Foote; thence with said third line, reversed, South 49 degrees East 133 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Charles W. Walters and wife, by deed dated the 28th day of December, 1948, and recorded in Liber No. 223, folio 524, 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 Twenty-One Hundred (\$2100.00) 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

Twenty-One Hundred (\$2100.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

WITNESS, the hand and seal of said mortgagor.

ATTEST:

James B. McElri

John Galen Walters (SEAL)
John Galen Walters

Pearl Walters (SEAL)
Pearl Walters

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 3rd day of February March in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared John Galen Walters and Pearl Walters, 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 S. McElreath



*Compared and seen to original
in Mtyle City
March 26, 54*

FILED AND RECORDED MARCH 5th 1954 at 9:10 A.M.

This Mortgage, Made this 3rd day of March in the year nineteen hundred and Fifty-four, by and between



Charles H. Hacker and Betty Hacker, 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

Charles H. Hacker and Betty Hacker, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand (\$2,000.00) 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 March 31, 1954.

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

Charles H. Hacker and Betty Hacker, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground lying and being in or near the Town of Lonaconing, Allegany County, Maryland, in what is known as Watercliffe and being part of the same land which was sold and conveyed by James A. McHenry, Trustee, to John S. Phillips by deed dated July 23rd, 1902, and recorded in Liber No. 90, folio 522, one of the Land Records of Allegany County, Maryland and which is described as follows:

BEGINNING for the same at the end of the first line of the above mentioned lot and running with the second and part of the third line as follows; North 47 degrees West 193 feet to the East side of Spring Street, and with part of Spring Street, South 41 degrees West 50 feet, then leaving Spring Street and running into said whole lot, South 47 degrees East 193 feet, then North 49 degrees East 50 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Charles Hacker and Clara E. Hacker, his wife, by deed dated the 13th day of November, 1952, and recorded in Liber No. 246, folio 247, 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 Two Thousand (\$2,000.00) - - - - 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

Two Thousand (\$2,000.00) - - - - - 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:

Jean Smith

Charles H. Hacker (SEAL)
Charles H. Hacker

Betty S. Hacker (SEAL)
Betty Hacker

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 3rd day of March in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Charles H. Hacker and Betty Hacker, 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.

Jean Smith



Compared and Made correct
 To Daniel F. McHullen, Jr.
 Liberty Lane Bldg 24
 March 26, 1954

FILED AND RECORDED MARCH 5th 1954 at 9:20 A.M.

This Mortgage, Made this First day of March
 in the year Nineteen Hundred and Fifty FOUR, by and between
 Henry A. Mackey and Mary Margaret Mackey, his wife-----



of Maricopa County, in the State of Arizona
 parties of the first part, and Daniel F. McHullen, Jr.

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

Whereas, the said parties of the first part are hereby justly
 indebted unto the said party of the second part in the full sum of
 Two Thousand (\$2,000.00) Dollars, to be repaid, with interest at
 Five Percentum (5%) per annum payable semi-annually, at the expiration
 of ten years or sooner, at the option of the mortgagors, to secure
 the payment of which sum, with interest as aforesaid, 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 parties of the first part

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

heirs and assigns, the following property, to-wit: All that Lot or parcel of ground
 situated in the City of Cumberland, Allegany County, Maryland, and
 fronting on the South side of Fayette Street; it being known as part
 of Lot No. 117 of the original Lots of the City of Cumberland, and
 being more particularly described as follows, to-wit:

BEGINNING for the same at a point on the south side of Fayette
 Street, said point being also the beginning of the first line of
 said Lot No. 117, and running thence with a portion of said first
 line of said Lot No. 117, South 79 degrees 6 minutes East 21 feet:

thence leaving said first line, South 10 degrees 54 minutes West 171 feet to the third line of said Lot No. 117; thence with a portion of said third line of said Lot No. 117, North 79 degrees 6 minutes West 21 feet to the end of said third line; thence with the fourth line of said Lot No. 117, North 10 degrees 54 minutes East 171 feet to the beginning. It being the same property which was conveyed to Henry A. Mackey and Mary Margaret Mackey by Mary T. Lippold, widow, et al by a deed dated November 10th 1950, and recorded among the Land Records of Allegany County, Maryland, in Liber 232, Folio 9.

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

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

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 do

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

Daniel F. McMullen, Jr., his

heirs, executors, administrators and assigns, or Daniel F. McMullen, Sr., 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 his

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

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, his 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:

Helen Warren

Henry A. Mackey [SEAL]
Henry A. Mackey

Mary Margaret Mackey [SEAL]
Mary Margaret Mackey

ARIZONA
State of ~~Maryland~~
MARICOPA
Allegany County, to-wit:

I hereby certify, That on this 1ST day of March

in the year nineteen Hundred and Fifty FOUR, before me, the subscriber,

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

Henry A. Mackey and Mary Margaret Mackey

and did each acknowledged the foregoing mortgage to be their

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

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

Helen Warren
Notary Public

My Commission Expires April 2, 1955

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I hereby Certify that on this 3rd day of March, in the year 1954, b

before me, the subscriber, a Notary Public of the State of Maryland,

in and for Allegany County, personally appeared Daniel F. McMullen,

Jr., and made oath in due form of law, that the consideration in

mortgage is true and bona fide as therein set forth.

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

Jacob Kuckenberg
Notary



Cumberland, Maryland, March 30th 1954.
For value received, I hereby release the within and
aforesaid mortgage.
Witness my hand and seal this 30th day of
March, 1954.
Witness: Ernest E. Alvin Daniel F. McMullen, Jr. (Seal)
4-17-54

Compared and Mailed *see copy*

To *Wetzer City*
March 26 1954

LIBER 303 PAGE 134

FILED AND RECORDED MARCH 5th 1954 at 11:55 A.M.
PURCHASE MONEY

This Mortgage, Made this 5th day of March,
in the year Nineteen Hundred and Fifty -four, by and between

Herbert R. Llewellyn and Miriam V. Llewellyn, his
wife,

of Allagany County, in the State of Maryland
part 122 of the first part, and

The Second National Bank of Cumberland, a National Banking
Corporation, with its principal place of business in Cumberland

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 Ten Thousand Three Hundred Dollars (\$10300.00), with interest at the rate of Four and one-half (4½%) per annum computed monthly on unpaid balances said indebtedness to be amortized over a twenty (20) year period by the payment of at least Sixty-five 17/100 (\$65.17), per month, the first monthly payment being due and payable 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 being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or One Hundred Dollars (\$100.00), whichever is less.

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

Miriam V. Llewellyn, his wife,

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

The Second National Bank of Cumberland, its successors

and assigns, the following property, to-wit:

All those lots, pieces or parcels of ground lying and being on the easterly side of Pershing Drive known and designated as part of Lot No. 12 and whole Lots Nos. 13, 14, and 15, Block No. 20 in Potomac Park Addition situated on or near the McMullen Boulevard three miles westerly of the City of Cumberland, Allegany County, Maryland a plat of which said addition is recorded in Plat Case Box No. 137 among the Land Records of Allegany County, Maryland, which said

lots are more particularly described as a whole as follows, to wit:

Beginning for the same at a point on the easterly side of Pershing Drive distant North 1 degree 40 minutes West 10 feet from the end of the first line of Lot No. 11, Block No. 20 in said addition, and running then with said Pershing Drive North 1 degree 40 minutes West 170 feet to the southerly side of Avenue "E", then with said Avenue "E" North 88 degrees 20 minutes East 110 feet, then South 1 degree 40 minutes East 170 feet, and then South 88 degrees 20 minutes West 110 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Cornelius E. Grindle and Violet M. Grindle, 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.

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 Herbert E. Llewellyn and Miriam V. Llewellyn, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Second National Bank, its successors

~~XXXXXXXXXXXXXXXXXXXX~~ or assigns, the aforesaid sum of Ten Thousand Three

Hundred 00/100 - - - - - (\$10300.00) - - - - - 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

Herbert E. Llewellyn and Miriam V. Llewellyn, 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 Herbert E. Llewellyn and Miriam V. Llewellyn, his wife,

herely 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

Second National Bank, its successors,

~~XXXXXXXXXXXXXXXXXXXX~~ and assigns, or Harry I. Stagnier 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 Herbert E. Llewellyn and Miriam V. Llewellyn, 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 Herbert R. Llewellyn and Miriam V. Llewellyn,
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

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

Ten Thousand Three Hundred 00/100 - - (\$10300.00) - - - - 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 ~~and~~ 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 A. Mc Clure

Herbert R. Llewellyn (SEAL)
Herbert R. Llewellyn

Angela A. Mc Clure

Miriam V. Llewellyn (SEAL)
Miriam V. Llewellyn

State of Maryland.

Allegany County, to-wit:

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

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

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

Herbert R. Llewellyn and Miriam V. Llewellyn, his wife,

and they acknowledged the foregoing mortgage to be their

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

Naughton, President of the Second 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 the day and year aforesaid.

Chas. O. Shaw

Notary Public.



Original and Mailed *to*
Walter Frostburg Md
March 26 '54

FILED AND RECORDED MARCH 5th 1954 at 12:10 P.M.

This Mortgage, Made this *2nd* day of March, 1954.

by and between

OLIN HARVEY MCKENZIE and ADELIA JAMES MCKENZIE, 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 FOUR THOUSAND and 00/100 DOLLARS (\$ 4000.00) being the balance of the purchase money for the property hereinafter described

on his THIRTY and TEN-THIRTEENTHS- - - - - (30-10/13) 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 04/100 - - - - -

DOLLARS (\$ 39.04), on or before the *2nd*

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 those lots, pieces or parcels of ground lying and being in Frostburg, Allegany County, Maryland, and known as Lots Nos. 26 and 27 of Hitchins First Addition, a plat of which Addition is recorded in Deeds Liber No. 103, folio 725, among the Land Records of Allegany County, Maryland, and which said lots are more particularly described in one parcel as follows, to wit:

BEGINNING for the same at a stake standing on the westerly side of Ormond Street (formerly called Orman Street) at a point where the division line between Lots 25 and 26 of Hitchins First Addition intersects the same and running thence with said side of said Ormond Street, South twenty-five degrees East One Hundred feet; thence at right angles to said Ormond Street South sixty-five degrees West One Hundred eighty-five and five-tenths feet to the easterly side of an alley; thence with said side of said alley North twenty-five degrees West One Hundred feet to the aforesaid division line between Lots 25 and 26; thence with said division line North sixty-five degrees East One Hundred eighty-five and 5/10 feet to the place of beginning.

IT being the same property which was conveyed to the parties of the first part herein by Thomas G. Oden, Widower, by deed of even date herewith and intended to be recorded prior to the recordation of this mortgage which is given to secure part of the purchase price of the property herein described and conveyed.

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 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 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:

Olin Harvey McKensie (SEAL)
OLIN HARVEY MCKENZIE

Adelia James McKensie (SEAL)
ADELIA JAMES MCKENZIE

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 2nd day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Olin Harvey McKensie and Adelia James McKensie,
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.

Witness my hand and Notarial Seal.

Anna J. [Signature]

Compared and Mailed *copy*

To *Mtge City*
March 26 1954

LIBER 303 PAGE 140

FILED AND RECORDED MARCH 5th 1954 at 3:00 P.M.

This Mortgage, Made this 5th day of
March, in the year nineteen hundred and Fifty Four, by and between
John Longerbeam and Catherine E. Longerbeam, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and
THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee.
Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the
said Mortgagee in the full and just sum of Two Thousand Six Hundred Fifty (\$2,650.00)
Dollars, for which they have given their promissory note of even date herewith,
payable on or before one year after date with interest at the rate of 5% per
annum in monthly payments on the principal and interest of not less than Sixty
(\$60.00) Dollars.

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.

Now therefore, in consideration of the premises, and in order to secure the prompt payment
of the said indebtedness and any future advances as aforesaid, together with the interest thereon,
the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said
Mortgagee, its successors and assigns, the following property, to-wit: All that lot or parcel
of land in the Mapleside Addition to the City of Cumberland, known as Lot No. 94
on the Plat of said Addition, said Plat and a description of said lot being filed
in No. 2,475 Equity, in the Circuit Court for Allegany County, reference to which
is hereby made, said description being as follows:

Beginning at the end of the first line of Lot No. 93, on
on the East side of Brown Avenue, sometimes called Gleason Street, and running
thence with Brown Avenue, South 10 degrees 10 minutes West 50 feet; thence South
79 degrees 50 minutes East 100 feet to a fifteen foot alley; and with it, North
10 degrees 10 minutes East 50 feet; thence North 79 degrees 50 minutes West 100
feet to the beginning.

Being the same property conveyed by Eva W. Gillum Hutch
et vir to the said John Longerbeam et ux by deed dated May 17, 1946, and recorded
in Liber No. 209, folio 64, one of the Land Records of Allegany County, Maryland.
Reference to said deed is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors
or assigns, together with the buildings and improvements thereon, all fixtures and articles of per-
sonal property now or at any time hereafter attached to or used in any way in connection with the
use, operation and occupation of the above described real estate, and the rights, roads, ways, waters,
privileges, and appurtenances thereto belonging or in anywise appertaining, in fee simple forever

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administra-
tors, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors



or assigns, the aforesaid sum of - - -Two Thousand Six Hundred Fifty (\$2,650.00) dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, 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 and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee 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 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 Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale 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, its, 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 terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - -Two Thousand Six Hundred Fifty (\$2,650.00)- - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

Witness, the hands and seals of said Mortgagors .

Attest:

William C. Dudley

John Longbeem (SEAL)
John Longbeem
Catherine E. Longbeem (SEAL)
Catherine E. Longbeem

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 5th day of March, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

John Longerbeam and Catherine E. Longerbeam, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.



In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.

William C. Dudley
Notary Public

Compared and Mailed *1000.00*
To *Mrs. Huntington Md*
March 26 54

FILED AND RECORDED MARCH 5th 1954 at 3:00 P.M.

^{Purchase money}
This Mortgage, Made this 15th day of March
in the year Nineteen Hundred and Fifty-four, by and between

Raymond C. Flanagan
of Allegany County, in the State of Maryland
party of the first part, and Lewis E. Harris and Mary A. Harris

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

Witness,

The said party of the first part is indebted unto the said parties of the second part in the full and just sum of One Thousand Dollars (\$1,000.00), as purchase money for the property hereinafter described, which

indebtedness is evidenced by the promissory note of the said party of the first part of even date herewith, payable on demand to the order of the parties of the second part, with interest at 6%, and whereas it was understood and agreed 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 party of the first part

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

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

All that parcel of land situated about two miles Northeast of Dawson Village on the Northwest side of the McFullen Highway leading from McCools to Cumberland, Maryland, and on the South side of Middle Ridge Road, and known as part of the Bailey or Ravenscroft Place in No. 7 District, in Allegany County, Maryland, and which is more particularly described and bounded as BEGINNING at an iron pin located North 43 degrees East 8.5 feet from a bolt in a flat rock being the first corner of J. R. Lancaster's two acre tract, thence with Middle Ridge Road

South 43 degrees East 300 feet to an iron pin located in the edge of the said road, thence South 43 degrees 30 minutes West 462 feet to an iron pin located in the second line of the original eight (8) acre tract of which this is a part, thence North 43 degrees West 300 feet to a stake in a stone pile, and which is the second corner of said Lancaster's two acre tract, thence with said Lancaster line, bearing reversed, North 43 degrees 30 minutes, East 462 feet to the place of Beginning, containing 3.2 acres, more or less. Being a part of the same property which was conveyed unto the parties of the second part, herein, by deed from Francis M. Darr, et ux, dated the 1st day of April, 1938, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 180, Folio 151.

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 parties of the second part, their

executor^s, administrator^s or assigns, the aforesaid sum of One 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 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 parties
of the first part, his 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_____

hereby covenant^s to pay when legally demandable.

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

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

heirs, executors, administrators and assigns, or Louis A. Fatkin 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^s 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_____ 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^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

Attest:

Louis A. Fatkin

Raymond C. Flanagan [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 1st day of March in the year Nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Raymond C. Flanagan and did acknowledged the foregoing mortgage to be his voluntary act and deed; and at the same time before me also personally appeared Lewis E. Harris and Mary A. Harris, his wife

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



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

Louisa A. Fetter
Notary Public.

Hatfield, Md., July 2nd 1954
For value received, we Lewis E. Harris and Mary A. Harris
do hereby release the within mortgage as paid and satisfied.
Witness our hand and seal this 2nd day of July, 1954.
Witness: R. H. Poland *Lewis E. Harris (Seal)*
 Mary A. Harris (Seal)
 7-8-54

ccw
Wtge City
March 26 54

FILED AND RECORDED MARCH 5th 1954 at 3:30 P.M.

THIS MORTGAGE, Made this *5th* day of March, 1954, by and between Erich M. Scherch and Louisa E. Scherch, 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 Frostburg Memorial Park Association, Inc., 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 Seven Thousand (\$7,000.00) 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 March, 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 Erich M. Scherch and Louisa E. Scherch, his wife, do hereby bargain and sell, give

grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee for Frostburg Memorial Park Association, Inc., its successors or assigns, the following property, to-wit:

All that lot, piece or parcel of ground lying and being at the Northwesterly intersection of Braddock Road and Fayette Street known and designated as Lot No. 110 as shown on the "Amended Plat of Properties of The Cumberland Homes Company, Incorporated, Kelly-Springfield Tire Company, et al", dated September 15, 1923 which is recorded in Plat Case Box No. 84, one of the Land Records of Allegany County, Maryland, which said Lot is more particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the Northerly side of Braddock Road and the Westerly side of Fayette Street and running then with said Braddock Road, South 69 degrees 40 minutes West 45.5 feet, then North 20 degrees 20 minutes West 90.5 feet to the Southerly side of an alley, then with said alley, North 76 degrees 30 minutes East 47.5 feet to the Westerly side of Fayette Street and then with said Fayette Street, South 19 degrees 30 minutes East 85 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by John J. Biggs and wife, by deed dated the day of _____, 1954, and duly recorded among the Land Records of Allegany County.

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

TO HAVE AND TO HOLD the 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 abovesaid sum of Seven Thousand (\$7,000.00) 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 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 Seven Thousand (\$7,000.00) 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 hands and seals of the said Mortgagors.

WITNESS:

Erich M. Scherch (SEAL)
Erich M. Scherch

Luise E. Scherch

Louisa E. Scherch (SEAL)
Louisa E. Scherch

STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 5th day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Erich M. Scherch and Louisa E. Scherch, 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.



Charles A. Piper
Notary Public

FILED AND RECORDED MARCH 6th 1954 at 9:00A.M.

THIS DEED OF RELEASE OF MORTGAGE, Made this ^{5th} day of March, 1954, by The Liberty Trust Company of Cumberland, Maryland, a corporation duly existing under the Laws of the State of Maryland, WITNESSETH:

WHEREAS, by Mortgage dated April 2, 1947, and recorded in Liber No. 194, folio 277, one of the Mortgage Records of Allegany County, the property and premises therein described became limited and assured unto The Liberty Trust Company, by way of Mortgage from Abraham Feldstein and Lee J. Feldstein, his wife, to secure the sum of Fifteen Thousand (\$15,000.00) Dollars, together with the interest thereon, all as expressed therein, and

WHEREAS, the said Mortgage indebtedness has been fully paid, together with the interest thereon, and all the covenants and conditions therein contained have been fully performed, and the said Mortgagor does now desire that said Mortgage be released of record.

NOW, THEREFORE, in consideration of the premises and the sum of One (\$1.00) Dollar, the said The Liberty Trust Company of Cumberland, Maryland, a corporation, does hereby release and discharge the aforementioned Mortgage, to the end that the said property as described in the said Mortgage may be held free and clear of the lien thereof.

WITNESS the signature of Charles A. Piper, President of The Liberty Trust Company, with the corporate seal hereto affixed

all duly attested by its Secretary on the day and year above written.

THE LIBERTY TRUST COMPANY

By

Charles A. Piper
President

Secretary



STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this *5th* day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Charles A. Piper, President of The Liberty Trust Company, and he acknowledged the foregoing Deed of Release of Mortgage to be the act and deed of said corporation.

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

George A. Jewell
Notary Public



FILED AND RECORDED MARCH 6th 1954 at 9:00 A.M.

THIS DEED OF RELEASE OF MORTGAGE, Made this 5th day of March, 1954, by The Liberty Trust Company of Cumberland, Maryland, a corporation duly existing under the Laws of the State of Maryland, WITNESSETH:

WHEREAS, by Mortgage dated July 17, 1941, and recorded in Liber No. 158, folio 283, one of the Mortgage Records of Allegany County, the property and premiaes therein described became limited and assured unto The Liberty Trust Company, by way of Mortgage from Abraham Feldstein, unmarried, to secure the sum of Twenty-Five Hundred (\$2500.00) Dollars, together with the interest thereon, all as expressed therein, and

WHEREAS, the said Mortgage indebtedness has been fully paid, together with the interest thereon, and all the covenants and conditions therein contained have been fully performed, and the said Mortgagor does now desire that said Mortgage be released of record.

NOW, THEREFORE, in consideration of the premises and the sum of One (\$1.00) Dollar, the said The Liberty Trust Company of Cumberland, Maryland, a corporation, does hereby release and discharge the aforementioned Mortgage, to the end that the said property as described in the said Mortgage may be held free and clear of the lien thereof.

WITNESS the aignature of Charles A. Piper, President of The Liberty Trust Company, with the corporate seal hereto affixed, all duly attested by its Secretary on the day and year above written.

THE LIBERTY TRUST COMPANY

ATTEST:

By


 President


STATE OF MARYLAND

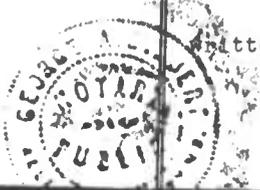
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 5th day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Charles A. Piper, President of The Liberty Trust Company, and he

acknowledged the foregoing Deed of Release of Mortgage to be the act and deed of said corporation.

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



Geo. Adiebert
Notary Public

*Compared and Mailed
T. M. Vogel, Frostburg, Md.
March 26, '54*

FILED AND RECORDED MARCH 6th 1954 at 12:05 P.M.

This Mortgage. Made this 4th. day of March in the year
Nineteen Hundred and Fifty-four by and between

LIONEL D. BAKER and CATHERINE R. BAKER, 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 ONE THOUSAND AND NO/100 ----- Dollars (\$ 1,000.00) with interest at the rate of Six per centum (6 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of -----

TWENTY-SIX AND NO/100 ----- Dollars, (\$ 26.00) commencing on the 4th. day of April ~~March~~, 1954 and on the 4th. 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 4th. day of March, 1958. 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

LIONEL D. BAKER and CATHERINE R. BAKER, his wife,

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

All that lot or parcel of ground situated and lying in the Town of Midland, Allegany County, Maryland, and beginning for the same at a locust post at the corner of the Cullen lot which is situated on the road leading to Vale Summit, and running along said road, North 70 degrees East a distance of 60 feet; thence South 33-3/4 degrees East a distance of 200 feet to the corner of Phillip McMahon's lot; thence South 70 degrees West 60 feet to the Cullen line; thence along said line, North 33-3/4 degrees West a distance of 200 feet to the place of beginning.

Being the same property conveyed to the said Lionel D. Baker and Catherine R. Baker, his wife, by deed from Leah Baker, widow, dated April 27, 1948 and recorded in Liber No. 220, folio 345, 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.

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 hereto.

WITNESS the hand and seal of said mortgagor. ■

ATTEST:

Ralph M. Race
Ralph M. Race
Ralph M. Race
Ralph M. Race

Lionel D. Baker (SEAL)
LIONEL D. BAKER
Catherine R. Baker (SEAL)
CATHERINE R. BAKER

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 4th. day of March in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

LIONEL D. BAKER and CATHERINE R. BAKER, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared ^{G. Alvin Krelling} ~~William C. Jones~~ 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 ^{G. Alvin Krelling} ~~William C. Jones~~ 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. Race
Notary Public

FILED AND RECORDED MARCH 6th 1954 at 12:05 P.M.

This Mortgage. Made this 4th. day of March in the year
Nineteen Hundred and Fifty-four by and between

JOHN J. SMOUSE and GLADYS TRULY SMOUSE, 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

Two Thousand - - - - - 00/00 Dollars

(\$2,000.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Forty - - - - - 60/00 Dollars,

(\$ 40.60) commencing on the 4th. day of April, 1954, and on the 4th. 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 4th. day of March, 1959. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

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

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

JOHN J. SMOUSE and GLADYS TRULY SMOUSE, his wife,

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

All that lot, piece or parcel of land situate, lying and being in Grahams town, near Frostburg, in Allegany County, Maryland, being a part of the real estate of the late Joseph Yates, which was conveyed to him by Thomas G. McCulloch, Executor, by deed dated February 28, 1873 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 38, folio 384, and in the Trustee's Report of Sale being described as Lot Number One (1), which by metes and bounds is described as follows:

BEGINNING at a peg at the intersection of the C. & P. R. R. Company's line and a 16 foot alley, and running thence with the line of said railroad, North 34 $\frac{1}{2}$ degrees East 342 feet to a peg, then South 64 $\frac{1}{2}$ degrees East 80 feet to a peg, then South 55 $\frac{1}{2}$ degrees West 335 feet to an 8 foot alley, and with the line of said alley, North 57 degrees West 8 feet, then South 32 $\frac{1}{2}$ degrees West 118 $\frac{1}{2}$ feet to a 16 foot alley, and with said alley North 55 $\frac{1}{2}$ degrees West 67 feet to the beginning, containing .59 acre, more or less.

Being the same property which was conveyed to Alfred Drew, Jr., et ux. by deed from Penimah Custer Lydick, Executrix, et al., dated August 16, 1946 and

recorded in Liber No. 210, folio 618 among said Land Records of Allegany County, Maryland.

BEING also the same property which was conveyed to the said John J. Smousa and Gladys Truly Smousa, his wife, by deed from the said Alfred Drew, Jr., and Viola May Drew, his wife, dated March 18, 1950 and recorded in Liber No. 228, folio 324 among said Allegany County 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

TWO THOUSAND AND NO/100 - - - - - (\$ 2,000.00) Dollars
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to 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, person,

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. Race
Ralph M. Race
Ralph M. Race
Ralph M. Race

John J. Smouse (SEAL)
JOHN J. SMOUSE
Gladys Truly Smouse (SEAL)
GLADYS TRULY SMOUSE

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 4th. day of March in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

JOHN J. SMOUSE and GLADYS TRULY SMOUSE, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared ^{G. Alvin Krelling} ~~W. H. ...~~ 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 ^{G. Alvin Krelling} ~~W. H. ...~~ 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 written.



Ralph M. Race
Ralph M. Race Notary Public

Compared and Mailed *correct*

To *Wetzel City*
March 26 1954

LIBER 303 PAGE 158

FILED AND RECORDED MARCH 6th 1954 at 11:20 A.M.

THIS MORTGAGE, Made this 5th day of March, in the year Nineteen Hundred and Fifty-Four, by and between PAUL C. OWENS and ELIZABETH J. OWENS, his wife, and THOMAS H. BLASH and MARTHA BLASH, 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 Paul C. Owens and Elizabeth J. Owens, his wife, and Thomas H. Blash and Martha Blash, his wife, stand indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the full and just sum of SEVENTEEN THOUSAND DOLLARS (\$17,000.00) payable one year after date with interest thereon at the rate of Five Per Cent (5%) per annum, payable monthly; the first of said monthly payments of interest to be made one month from the date of these presents and each month thereafter until this mortgage indebtedness has been paid in full.

It is understood by and between the parties hereto that the parties of the first part shall amortize the within mortgage in payments on principal of not less than Twenty-Four Hundred Dollars (\$2400.00) per year, which said payments on principal shall be made annually on or before the 1st day of October in each year; the first of said payments on principal to be made on or before October 1st, 1954, and on or before the 1st day of October in each year thereafter, until the full mortgage indebtedness, together with the interest accrued thereon, shall have been 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 Paul C. Owens and Elizabeth J. Owens, his wife, and Thomas H. Blash and Martha Blash, 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, parcel or lot of ground situate, lying and being in Election District No. 29 in Allegany County, Maryland, and being known and designated as the Westerly



one-half of Lot No. 12, Lots Nos. 13, 14, 15, 16 and the Easterly one-half of Lot No. 16 of "Mountain View Addition, LaVale, Cumberland, Md.," as shown on an unrecorded plat thereof, said parcel of land being more particularly described as follows, to wit:

BEGINNING for the said parcel of land at a stake situate 66 degrees 45 minutes West 930 feet, South 69 degrees 17 minutes West 70 feet, South 71 degrees 04 minutes West 100 feet, South 75 degrees 30 minutes West 50 feet from the intersection of Camp Ground Road and the National Pike (U. S. Route No. 40) and which said point is also at the end of the third and the beginning of the 4th line of a certain deed from George E. Baughman et ux, unto Harold L. Price and Merle J. Kline, dated the 18th day of February, 1949, and which said deed is recorded in Liber No. 224, folio 367 one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a fuller and more particular description of said point of beginning; and running thence with the said third line of the said Baughman to Kline deed reversed, South 16 degrees 45 minutes East approximately 186.63 feet to a stake, South 75 degrees 30 minutes West 28.15 feet; South 80 degrees 22 minutes West 100 feet; South 82 degrees 53 minutes West 100 feet, South 83 degrees 09 minutes West 309 feet to a stake; thence constructing a new division line over and across Lot No. 17, in said Mountain View Addition, North 5 degrees 24 minutes West approximately 187.57 feet to a stake standing on the southerly side of the National Highway (U. S. Route No. 40), and running thence with the southerly side of said National Highway, North 84 degrees 36 minutes East 250 feet, North 82 degrees 53 minutes East 100 feet, North 80 degrees 22 minutes East 100 feet; North 75 degrees 30 minutes East 50 feet to the place of beginning.

It being the same property which was conveyed to Paul C. Owens and Thomas H. Blash by George E. Baughman, et ux, by deed dated the 20th day of October, 1949, and recorded in Liber 227, Folio 9, one of the Land Records of Allegany County, Maryland.

EXCEPTING, HOWEVER, from the above described property all that part thereof which was conveyed by Paul C. Owens, et al to Merle J. Kline, et al, by deed dated June 2nd, 1950, and recorded in Liber 229, Folio 491, among the Land Records of Allegany County, which said property so excepted is described as follows:

All of the following parcel of land located on the

Southerly side of the National Pike about 5 miles West of the City of Cumberland, and which is more particularly described as follows, to wit:

BEGINNING at the end of the 10th line of the deed from George E. Baughman, et ux, to Paul C. Owens and Thomas H. Blash, dated the 20th day of October, 1949, and recorded in Liber 227, Folio 9, one of the Land Records of Allegany County, Maryland, and running thence with a part of said tenth line reversed South 75 degrees 30 minutes West 35 feet; thence in a line crossing the whole lot South 31 degrees 08 minutes East 141.56 feet to a point on the first line of the aforesaid Baughman deed; thence with a part of said first line reversed North 16 degrees 45 minutes West 136.63 feet to the beginning.

SECOND: All that tract or parcel of ground situated in LaVale, about 5 miles West of Cumberland, in Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at an iron pin standing at 190 feet on the second line of the first parcel of ground conveyed by Charlee Longerbeam to Richard B. Young, et al, by deed dated the 1st day of May, 1940, and recorded in Liber No. 187, Folio 83, one of the Land Records of Allegany County, and running thence (Magnetic bearings as of September, 1945, and with horizontal measurements) North 84 degrees and 36 minutes East 31-8/10 feet to an iron stake standing at the end of the second line of Lot No. 19 of George E. Baughman's Mountain View Addition, thence with the 3rd lines of Lots Nos. 19 and 18, North 84 degrees and 36 minutes East 241-65/100 feet, thence with the third lines of Lots Nos. 17, 16, 15 and 14 of the said Mountain View Addition, North 83 degrees and 9 minutes East 359-35/100 feet, thence continuing with the Southerly lines of Lots Nos. 14, 13, 12, 11 and 10, North 82 degrees and 53 minutes East 100 feet, North 80 degrees and 22 minutes East 100 feet, North 75 degrees and 30 minutes East 100 feet, North 71 degrees and 4 minutes East 100 feet, North 69 degrees and 17 minutes East 100 feet to the East side of a 30 foot street leading from the National Highway through the aforementioned Mountain View Addition, now used as a water drain, thence with the 3rd line of Lot No. 9 and part of the 3rd line of Lot No. 8 of the said Addition North 66 degrees and 25 minutes East 115 feet, more or less, to the west side of Braddock Street as shown on Section "A" of the Peoples Park Addition, duly recorded among the Land Records of Allegany

County, thence with the West side of the said Braddock Street, South 18 degrees and 35 minutes East 370 feet, thence South 2 degrees and 25 minutes West 175 feet, more or less, to the center line of Braddock's Run, thence with the center line of the said Run, in a Westerly direction, about 1360 feet to the end of the aforementioned second line of the Young parcel of ground, Liber 187, folio 83, thence with the 2nd line of the said Young parcel of ground reversed North 5 degrees and 10 minutes East 370 feet to the beginning. Containing 10 acres more or less.

It being the same property which was conveyed to Paul C. Owens and Thomas H. Blash, by George L. Longerbeam (unmarried) et al, by deed dated the 22nd day of October, 1949, and recorded in Liber 227, folio 10, one of the Land Records of Allegany County, Maryland.

THIRD: All the following parcel of real estate located on the Southerly side of the National Pike about 5 miles West of Cumberland and which is more particularly described as follows:

BEGINNING for the same at the end of the first line as set forth in a deed from George E. Baughman, et ux, to Harold L. Price and Merle J. Kline, dated February 18, 1949, and recorded in Liber 224, Folio 367, one of the Land Records of Allegany County, Maryland, and running thence with the second line of said deed South 75 degree 30 minutes West 50 feet, thence with a part of the third line of said deed, North 16 degrees 45 minutes West 50 feet, thence in a line crossing the whole Lot North 75 degree 30 minutes East 50 feet to a point on the first line of the aforesaid Baughman deed; thence with a part of said first line South 16 degrees 45 minutes East 50 feet to the beginning.

It being the same property which was conveyed unto the said Paul C. Owens, et al, by Harold L. Price, et ux, et al, by deed dated June 15, 1940, and recorded in Liber 229, Folio 490, one of the Land Records of Allegany County, Maryland.

FOURTH: All of the rights, privilege and easements conveyed to Paul C. Owens, et al, by Harold L. Price, et ux, et al, by deed of easement dated June 15, 1950, and recorded in Liber 229, folio 492, one of the Land Records of Allegany County, Maryland, to which said deed specific reference is hereby made for a more particular recital of said rights, privileges and easements.

FIFTH: All those pieces, parcels or lots of ground situate, lying and being in Election District No. 29 in Allegany County, Maryland, and being known and designated as the Westerly one-half of Lot No. 17 and Lots 18 and 19 of "Mountain View Addition to LaVale, Cumberland, Md.," as shown on an unrecorded plat thereof, said parcel of land hereby more particularly described as follows:

BEGINNING for the same at a stake standing on the Southerly side of the National Highway, which is known as Maryland U. S. Route No. 40, at the end of the sixth line in a deed from George E. Baughman, et ux, to Thomas H. Blash, et al, dated October 20, 1949, and recorded in Deed Liber 227, Folio 9, among the Land Records of Allegany County, Maryland, and running thence with the said side of said Highway South 84 degrees 36 minutes West 260.45 feet to a stake; thence South 3 degrees 55 minutes West 192.25 feet to a stake; thence North 84 degrees 36 minutes East 241.65 feet to a stake, thence North 83 degrees 9 minutes East 50 feet to a stake standing at the beginning of the aforementioned sixth line in the deed from Baughman to Blash dated and recorded as aforesaid; thence with the said sixth line North 5 degrees 24 minutes West 187.27 feet, more or less, to a stake standing at the point of beginning.

It being the same property which was conveyed to Paul C. Owens, et al, by deed from George E. Baughman, et ux, dated October 8, 1951, and recorded in Liber 235, folio 632, one of the Land Records of Allegany County, Maryland.

SIXTH: All that lot, piece or parcel of land lying and being in Allegany County, Maryland, situated on the South side of the National Pike, U. S. Route No. 40, about 5 miles West of the City of Cumberland, and more particularly described as follows:

BEGINNING for the same at a locust stake standing on the South side of the National Pike (U. S. Route No. 40) said locust stake stands at the end of the first line of the adjoining parcel of ground conveyed by Charles Longerbeam to Richard B. Young, et al, by deed dated the 1st day of May, 1949, and recorded in Liber No. 187, folio 83, one of the Land Records of Allegany County, and running thence with part of the second line of the said Young property and leaving the said National Pike, South 5 degrees and no minutes West about 190 feet to an iron stake standing at the beginning of the parcel of ground conveyed by George Longerbeam, et al, to the parties of the second part by

deed dated the 22nd day of October, 1949, and recorded in Liber No. 227, folio 10, one of the Land Records of Allegany County, and running with the first line of the said property of the parties of the second part, North 84 degrees 36 minutes East 31.8 feet to an iron stake standing at the end of the second line of Lot No. 19 of George E. Baughman's Mountain View Addition, thence reversing the said second line of Lot No. 19, North 3 degrees 55 minutes East 192.25 feet to a stake standing on the South side of the National Pike (U. S. Route No. 40) thence with the said South side of the National Pike and with the first line of Lot No. 19 extended, South 84 degrees 36 minutes West about 31.8 feet to the place of beginning. Containing 13/100 of an acre more or less. Magnetic bearings as of this described parcel of ground are as of the deeds referred to.

It being the same property which was conveyed to Paul C. Owens, et al, by two deeds, the first from George E. Baughman, et ux, dated May 28, 1952, and recorded in Liber 241, folio 248, one of the Land Records of Allegany County, Maryland, and the second from The Market Buildings, Inc., dated April 30, 1952, and recorded in Liber 240, folio 447, 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 Paul C. Owens and Elizabeth J. Owens, his wife, and Thomas H. Blash and Martha Blash, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Seventeen Thousand Dollars (\$17,000.00) 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 Paul C. Owens and Elizabeth J. Owens, his wife, and Thomas H. Blash and Martha Blash, 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 Paul C. Owens and Elizabeth J. Owens, his wife, and Thomas H. Blash and Martha Blash, 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. Brooke Whiting, its or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in 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 Paul C. Owens and Elizabeth J. Owens, his wife, and Thomas H. Blash and Martha Blash, 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 Paul C. Owens and Elizabeth J. Owens, his wife, and Thomas H. Blash and Martha Blash, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventeen Thousand Dollars (\$17,000.00), 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 said mortgagors.

ATTEST:

Paul C. Owens (SEAL)
PAUL C. OWENS

Elizabeth J. Owens (SEAL)
ELIZABETH J. OWENS

Earlyn S. O'Donnell

Thomas H. Blash (SEAL)
THOMAS H. BLASH

Martha Blash (SEAL)
MARTHA BLASH

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 5th day of March, in the year Nineteen Hundred and Fifty-Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Paul C. Owens and Elizabeth J. Owens, his wife, and Thomas H. Blash and Martha Blash, his wife, and 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.

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

Earlyn S. O'Donnell
NOTARY PUBLIC.



Compared and Mailed *correct*
To *Mtys Bldg 86 City*
March 20 1954

LIBER 303 PAGE 166

FILED AND RECORDED MARCH 8th 1954 at 10:45 A.M.

This Mortgage. Made this 2nd day of March
in the year Nineteen Hundred and Fifty -four, by and between

Elmer Carl Kight and Mary G. Kight, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and David P. Goodfellow and Bettie E. Goodfellow,
his wife,

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

Whereas, the said parties of the second part have this day loaned unto the said parties of the first part the full and just sum of Two thousand eight hundred (\$2800.00) dollars, which said sum the said parties of the first part do hereby agree to repay in consecutive monthly installments of not less than Forty (\$40.00) dollars, which shall include interest at the rate of six (6%) per cent. per annum, accounting from the date hereof. The first of said installment payments shall be due and payable one month from 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 parties of the first part

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

parties of the second part, their
heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of ground situated, lying and being on the Northwesterly side of the Bedford Road, about three miles from the City of Cumberland, in Allegany County, Maryland, and more fully described as follows, to-wit:

BEGINNING for the same at a stake standing on the Northwesterly side of the said Bedford Road at the end of two hundred and eighty-two feet, measured in a Northeasterly direction.

along the said Bedford Road from the division fence between the property of the said parties of the first part and the property of William H. Shaffer, said stake also stands South fifty-seven degrees twenty-two minutes East one hundred fifty-two and twenty-seven hundredths feet from the most easterly corner of the two story frame dwelling now owned and occupied by Charles C. Patterson, and running thence with the Northwesterly side of said Bedford Road, North thirty-five degrees fifty-five minutes East one hundred feet; thence leaving said Road, North forty-five degrees fifty-five minutes West four hundred feet, thence South forty-five degrees twenty minutes East four hundred feet to the place of beginning, containing nine-tenths acre, being the same property conveyed by and described in a deed from Charles C. Patterson and others to William J. Hammond and wife, by deed dated 2nd day of May, 1924, and recorded in Liber 147, folio 60, one of the Land Records of Allegany County, Maryland, including in this grant all the rights to lay and maintain pipes and all other rights whatsoever contained in the deed aforesaid.

BEING the same property that was conveyed to the said parties of the first part by Thomas P. Hendrickson, Executor, by deed dated ^{the} 5th day of August, 1940, and recorded in Liber 187, folio 528. ~~Together~~ with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their
heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, their
 executor, administrator or assigns, the aforesaid sum of Two thousand eight hundred
dollars

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

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

parties of the first part

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

_____ hereby covenant to pay when legally demandable.

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

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

second part, their

heirs, executors, administrators and assigns, or Harold E. Naughton, their 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 mortgagees or their assigns, the improvements on the hereby mortgaged land to the amount of at least -----Twenty-eight 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 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 s.

Attest:

Etienne B. Davis

Elmer Carl Kight [SEAL]
Elmer Carl Kight

Etienne B. Davis

Mary G. Kight [SEAL]
Mary G. Kight

Mary G. Kight [SEAL]

[SEAL]



State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 2nd day of March in the year nineteen Hundred and Fifty-FOUR, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Elmer Carl Kight and Mary G. Kight, his wife,

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

David P. Goodfellow and Bettie E. Goodfellow, his wife,

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

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



Etienne B. Davis
Notary Public.

*Compare and check entries
to page 2 of page 169
the following the*

FILED AND RECORDED MARCH 8th 1954 at 2:15 P.M.

PURCHASE MONEY
This Mortgage. Made this ... 8th ... day of **January**,

in the year one thousand nine hundred and fifty-four, by and between

MARVIN E. GREEN and THELMA MARIE GREEN, his wife,

of **Allegany** County, State of

Maryland, of the first part, and **ALVIN E. TERMENT,**

of **Allegany** County,

State of **Maryland,** of the second part, WITNESSETH:

Witness, the said parties of the first part have this day executed and delivered unto the said party of the second part their certain joint and several promissory note for the sum of Twenty-two Hundred and Fifty Dollars (\$2250.00), payable to the order of the said party of the second part on or before ten (10) years after date, in semi-annual installments of not less than One Hundred Dollars (\$100.00) ~~with interest~~ each, commencing six months after the date hereof and continuing semi-annually thereafter until the full amount thereof shall have been paid, with interest from date at the rate of three per cent (3%) per annum, payable semi-annually, said note being given for money this day loaned to said parties of the first part by said party of the second part, and representing the purchase price for the land hereinafter mentioned and described, it being a condition precedent to the lending of said sum of money and 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 party 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.

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

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

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

All the following lots, pieces or parcels of land situate, lying and being in the Town of Lonaconing, in Allegany County, Maryland, designated on a plat filed with the papers and proceedings in No. 4290 Equity, in the Circuit Court for Allegany County, Maryland, as Lots Nos. 4 and 5 according to a certificate of courses and distances thereof made by James C. Schriver, surveyor, and recorded in Liber J.W.Y. No. 101, folio 36, one of the Land Records of Allegany County, Maryland, more particularly described as follows, to-wit:

Lot No. 4: All of that certain lot or parcel of ground beginning at a stone marked "A" and "B" standing on the West side of the back road leading to Koonz Mine, it being the beginning of the first mentioned lot or parcel of land conveyed by the Georges Creek Coal and Iron Company to George T. Long, et al, by deed dated October 4, 1893, and recorded in Liber No. 74, folio 598, one of the Land Records of Allegany County; and running thence reversing the fifth line thereof as corrected for magnetic variations, South 27° 20' East, 65-1/2 feet to an alley four feet wide; and with it, South 54-3/4° West, 60 feet; then North 35-1/4° West, 6 feet; then following the northerly side of an alley, South 54-3/4° West, 32-1/2 feet to an alley eight feet wide; and with it North 38° 52' West, 53-1/4 feet to the division fence at or near the second line of that lot or parcel of land which was

conveyed by John Perry and wife to Salem Koonts, by deed dated August 20, 1874, and recorded in Deeds Liber No. 43, folio 95, one of the Land Records, and with it North 51° 06' East, 106.3 feet to the beginning.

Lot No. 5: All that certain piece or parcel of land described in a deed from the Georges Creek Coal and Iron Company to George T. Long and others, dated October 4, 1893, and recorded in Liber No. 74, folio 598, and beginning for the same at a stake standing North 50° East, 33 feet from the planted stone "A" and "E", the beginning of the first lot, and running thence North 45° West, 60-1/3 feet; then North 45° East, 20 feet; then South 40° East, 65-1/3 feet; then South 19° East, 52 feet; North 35° West, 55 feet to the beginning.

The above lots are the same which were conveyed unto the said parties of the first part by deed from E. Ray Jones and Lewis R. Jones, Executors of the last will and testament of John H. Miller, deceased, bearing date January 8, 1924, and recorded among the Land Records of Allegany County, Maryland.

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

Provided, That if the said **parties of the first part, their** heirs, executors, administrators, or assigns, do and shall pay to the said **party of the second part, his heirs,** executor, administrator, or assigns, the aforesaid **principal sum of Twenty-two Hundred and Fifty** Dollars (\$2250.00), together with the interest thereon, when and as the same shall become due and demandable, according 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 **Party of the second part, his** heirs, executors, administrators and assigns, or

..... his 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 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 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 mortgagor, **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 mortgagee, his heirs...or assigns, the improvements on the hereby mortgaged land, to the amount of at least **Twenty-two Hundred and Fifty**.....dollars, and 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, his heirs or assigns, to the extent of his, or their lien or claim thereunder, and to place such policy or policies forthwith in possession of the mortgagee, otherwise said party...of the second part may at his...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:

[Signature]
.....
.....

Marvin H. Green [SEAL]
Marvin H. Green

Thelma Marie Green [SEAL]
Thelma Marie Green

State of Maryland, ~~Harford~~ ^{ALLEGANY} County, to-wit:

On this 24th day of January, 1954, before me,

..... the undersigned officer personally appeared

Marvin H. Green and Thelma Marie Green, his wife,

known to me to be the persons whose names are subscribed to the within instrument and ac-

knowledged that they...executed the same for the purposes therein contained. And at the same

time before me personally appeared Alvin H. Tennent,.....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 also made oath in due form of law that he is the attorney and~~



[Signature]
Notary Public

Wetzel City
March 26 54

FILED AND RECORDED MARCH 9th 1954 at 2:40 P.M.

THIS MORTGAGE, Made this 8th day of March, 1954, by and between CALVIN A. LANDIS, unmarried, 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 Three Thousand Four Hundred (\$3,400.00) 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 Forty Nine Dollars and Sixty Seven Cents (\$49.67) on account of interest and principal, payments to begin on the 15th day of April, 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 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 the following described real estate situated and located in or near the village of McCooles, in Allegany County, Maryland, to-wit:

ALL of that certain parcel of ground situated along and binding on the North side of the State Road running between the Town of Westernport and the Village of McCooles, in Allegany County, Maryland, and described as beginning for the same at a stake, being the corner of the original large tract of land which was conveyed by Thomas Glass and Susan Glass, his wife, to Arthur Thomas Glass, by deed of September 30, 1916, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 119, folio 410; and running thence along said State Road North 64 degrees 15 minutes West 216 feet, more or less, to Lot No. Six (6), thence North 42 degrees East 150 feet; thence South 61 degrees 15 minutes

East to the first line of said original tract; thence along with the first line of said original tract, reversed, South 16 degrees 15 minutes West to the beginning. Containing therein, Lots Numbers Seven and Eight (7 and 8), and the Service Station Lot, as laid off and surveyed by Warren Harr, August 17, 1939.

SUBJECT, NEVERTHELESS, to a Right of Way over the same along and with the said first line of said original tract of sufficient width to provide the necessary, reasonable and usual entry in and from said State Road to the property in the rear sold and conveyed unto Thomas Haywood on April 1, 1942.

It being the same property conveyed to the said Calvin A. Landis, unmarried, by Arthur Thomas Glass, Widower, by deed dated the 15th day of June, 1950, and recorded among the Land

Records of Allegany County, Maryland, in Liber 229, folio 546.

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, its successors or assigns, the aforesaid sum of Three Thousand Four Hundred (\$3,400.00) 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 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, 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, of 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, his 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, his representatives, heirs or assigns.

And the said party of the first part further covenante to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Three Thousand Four Hundred (\$3,400.00) 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:

A. A. Helmsch Calvin A. Landis (SEAL)
Calvin A. Landis

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 8th day of March, 1954, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared CALVIN A. LANDIS, unmarried, and acknowledged the foregoing mortgage to be his 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 or law that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal.

A. A. Helmsch
Notary Public
My Commission expires May 2, 1955

FILED AND RECORDED MARCH 9th 1954 at 8:30 A.M.

This Mortgage, Made this 8th day of March

in the year Nineteen Hundred and Fifty Four, by and between Robert L. Walker and Bernesea Walker, his wife, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns, where the context so admits or requires,

of Allegany County, in the State of Maryland

part 1st of the first part, and THE NATIONAL BANK OF KEYSER, W.Va. 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 1 of the second part, WITNESSETH:



Handwritten notes:
Mortgage Keyser, W. Va.
March 26, 54

and the monthly payments 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 Robert L. Walker and Bernese Walker, 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 Robert L. Walker and Bernese Walker, 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

and 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 Robert L. Walker and Bernese Walker, 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 Robert L. Walker and Bernese Walker, 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 Five Hundred ten - - - 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 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
at Keyser
W. Va.*

Robert L. Walker → (SEAL) Robert L. Walker (SEAL)
Bernese Walker → (SEAL) Bernese Walker (SEAL)

THE NATIONAL BANK OF KEYSER, W. VA. (SEAL)
a corporation. (SEAL)

By *Joseph E. Patchett*
Joseph E. Patchett, its President.



State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 1st day of March
in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared Robert
L. Walker and Bernesse Walker, his wife, the within named mortgagors,
and each acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared Joseph E. Patchett
President of the National Bank of Keyser, West Virginia, a corpora-
tion,
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.

My commission expires Apr 5, 1954

J. J. Jarvis

Notary Public.

Compared and sealed correct
To Mrs R. Hughes City City
March 26 54

FILED AND RECORDED MARCH 6th 1954 at 2:15 P.M.

This Mortgage, made this 27th day of February, in the

year Nineteen Hundred and fifty-four, by and between

Floyd G. Harper and Gloria L. Harper, his wife,



hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part 1st of the first part and

Benjamin F. Warder and Gwendolyn L. Warder, his wife, of Belmont County in the State of Ohio, hereinafter called Mortgagees, which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, Maryland, part 1st of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagees in the full sum of Twenty-Six Hundred Dollars (\$2600.00), which said indebtedness is to be repaid in fifty-two (52) monthly payments of Fifty Dollars (\$50.00) each, the first of said payments to be due and payable on the 1st day of the month following the date of this Mortgage. The above amount includes the interest.

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

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

All that lot or parcel of ground situated on the Westerly side of Mullin Street in Mapleside, an Addition to the City of Cumberland, Allegany County, Maryland, known and designated as the Northerly half of Lot No. 19 and all of Lot No. 20 in Frank J. Bealky's Sub-Division of part of Mapleside, and which said Northerly half of Lot No. 19 and all of Lot No. 20 are described as a whole as follows, to-wit:

BEGINNING for the same at a point on the Westerly side of Mullin Street at the end of 20 feet on the first line of aforesaid Lot No. 19, it being also distant 300 feet measured in a Northerly direction along the Westerly side of said Mullin Street from its intersection with the Northerly side of Anderson Street, and running thence with the Westerly side of Mullin Street, North 10 degrees 10 minutes East 60 feet to the division line between Lots Nos. 20 and 21 of aforesaid Sub-Division, thence with the division line between Lots Nos. 20 and 21, it being at right angles to Mullin Street, North 79 degrees 50 minutes West 100 feet to the Easterly side of a 15-foot alley, and with it, South 10 degrees 10 minutes West 60 feet to intersect a line drawn North 79 degrees 50 minutes West from the place of beginning, thence reversing said intersecting line and crossing the whole Lot No. 19, South 79 degrees 50 minutes East 100 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Benjamin F. Warder and Gwendolyn L. Warder, his wife, by deed dated the 17th day of February, 1954, and to be recorded among the Land Records of Allegany County, Maryland.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee s the aforesaid

Twenty-Six Hundred (\$2600.00) 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 Mortgagee or George R. Hughes duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor s. 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 Mortgagee s, the improvements on the hereby mortgaged land to an amount of at least

Twenty-Six Hundred dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee s to the extent of *their* lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee s; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal s of said Mortgagor s

Attest:

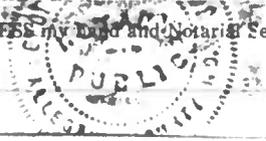
George R. Hughes

Floyd G. Harper (SEAL)
 Floyd G. Harper (SEAL)
Gloria L. Harper (SEAL)
 Gloria L. Harper (SEAL)
 _____ (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 27th day of February, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Floyd G. Harper and Gloria L. Harper, his wife the within named Mortgagora, and acknowledged the foregoing mortgage to be their act and deed.

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



George R. Hughes
Notary Public

STATE OF OHIO
COUNTY OF BELMONT

TO WIT:

I HEREBY CERTIFY, That on this _____ day of February, 1954, before me, the subscriber, a Notary Public of the State of Ohio, in and for the County aforesaid, personally appeared Benjamin F. Warder and Gwendolyn L. Warder, his wife, and each 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 above written.

Ruth J. Berridge
Notary Public

My Commission Expires _____

RUTH J. BERRIDGE, Notary Public
My Commission Expires Dec. 11, 1958



Compared and Mailed 100000
To Mtyle Shertempert Md
March 26 54

FILED AND RECORDED MARCH 9th 1954 at 10:20 A.M.

This Mortgage, Made this Third day of March in the year Nineteen Hundred and Fifty four, by and between Harry Burke Ellifritz, Jr. and Eula E. Ellifritz, his wife of Westernport, 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 one thousand and fifty dollars (\$ 1050.00) for money lent, which loan is evidenced by the promissory note of 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 understood and agreed between the parties 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 and assigns

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

That tract of land containing 0.37 of an acre near the town of Westernport, Allegany County, Maryland, on the west side of the Garrett County Road and opposite Gay Street in said town. Being the same property which was conveyed unto the parties of the first part herein by deed from Shirl Lester Dodge and wife, dated July 27, 1953 and of record among the land records of Allegany County, Maryland in Liber No. 252 Folio 241. And to which deed so recorded a reference is hereby specially 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~~ or assigns, the aforesaid sum of ten hundred and fifty 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 ~~parties of the first part, their heirs or assigns~~ party of the second part, its successors

and assigns, or HORACE P. WHITWORTH, 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 one thousand nine hundred and fifty 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:
Charles J. Laughlin

x Harry Burke Ellifritz Jr. [SEAL]
Harry Burke Ellifritz Jr.
***** [SEAL]
x Eula E. Ellifritz [SEAL]
Eula E. Ellifritz.

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this Third day of March in the year nineteen Hundred and Fifty four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Harry Burke Ellifritz, Jr. and Eula E. Ellifritz, 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 The 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



Checked and found correct
 Wm. H. Heston
 March 26, 1958

FILED AND RECORDED MARCH 9th 1958 at 10:25 a.m.

This Mortgage. Made this Fourth day of March

in the year Nineteen Hundred and Fifty 1958, by and between

Larry and Edith, Jr. and Dale M. Edith, his wife,

of Westport, Allegany County, in the State of Maryland

parties of the first part, and Shirl L. Dodge and Annie May Dodge,

husband and wife

of Westport, Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas,

The said parties of the first part are indebted unto the said parties of the second part in the full and just sum of four hundred and eighteen dollars and fifty four cents, and whereas, the said indebtedness 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 parties of the second part at The Citizens National Bank of Westport, Maryland; And whereas, it was understood and agreed between the parties hereto that to secure this debt this mortgage should be executed to be second to and subject to the lien of a prior mortgage for \$ 105000, date March 3, 1954 given to The Citizens National Bank of Westport, 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 parties of the second part, their

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

That tract of land containing 0.37 of an acre near the town of Westport, Allegany County, Maryland, on the west side of The Garrett County Road and opposite Gay Street in said town, being the same property which was conveyed unto the parties of the first part herein by deed from the said Shirl Lester Dodge and wife, dated July 27, 1953 and of record among the land records of Allegany County, Maryland in Liber No. 252 Folio 241, and to which deed so recorded a reference is hereby made for a more definite and particular description of said lands.

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

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of four hundred and eighteen dollars and fifty four cents (\$ 418.54) 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 pnyment 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 paynble,

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

Witness, the hand and seal of said mortgagors

Attest: Charles A. Laughlin

x Harry Burk Ellifritz [SEAL]

x Eula E. Ellifritz [SEAL]

Eula E. Ellifritz [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this fourth----- day of March-----
in the year nineteen Hundred and Fifty four-----, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Harry Burke Ellifritz, Jr. and Julia E. Ellifritz, 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 Chirl L. Lodge and
Marie May Lodge, husband and wife-----
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

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

Richard Hewitworth
Notary Public.



*Mount Savage Md
March 26 54*

VA Form 4-518 (Home Loan),
Mar. 1946. Use Optional.
Servicemen's Readjustment Act
of U. S. C. A., 64 (a). Ap-
plicable to RFD Mortgage Co.

MARYLAND
County

FILED AND RECORDED MARCH 9th 1954 at 2:40 P.M.

HLL
THIS PURCHASE MONEY MORTGAGE, Made in duplicate this
day of March, 1954, by and between CARL V. MULLIGAN and
MARGARET ELIZABETH MULLIGAN, his wife, of Mount Savage, Allegany
County, Maryland, parties of the first part, and THE FIRST NATIONAL
BANK OF MOUNT SAVAGE, MARYLAND, a national banking corporation,

and THE LIBERTY TRUST COMPANY, of Cumberland, Maryland, a Maryland corporation, both hereinafter referred to as Mortgagee, banking corporation, parties of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the parties of the second part in the full and just sum of NINETY NINE HUNDRED DOLLARS (\$9,900.00), with interest thereon at the rate of four per cent (4%) per annum, and of which said sum of \$9,900.00 the sum of FORTY NINE HUNDRED FIFTY DOLLARS (\$4,950.00) is owed to The First National Bank of Mount Savage, Maryland, as evidenced by the promissory note of the said parties of the first part for said amount and made payable to the said THE First National Bank of Mount Savage, Maryland, and FORTY NINE HUNDRED FIFTY DOLLARS (\$4,950.00) is owed to The Liberty Trust Company, Cumberland, Maryland, as evidenced by the promissory note of the parties of the first part for said amount and made payable to the said The Liberty Trust Company, Cumberland, Maryland, and,

WHEREAS, the said two notes are of even date herewith and are payable to the respective holders thereof in equal monthly installments of Thirty Dollars (\$30.00) on account of interest and principal, beginning on the 1st day of April, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal and interest of each respective note is paid; payments, however, of the two equal monthly installments of \$30.00 each, or a total monthly installment of \$60.00, shall be made to The First National Bank at Mount Savage, Maryland, on the days appointed, and such monthly payment, if made, shall be

deemed to be and constitute the monthly payment to each of the respective holders of said notes, and

WHEREAS, both of said notes and the debts represented thereby are equally and ratably secured by this mortgage, and all payments made thereon by the parties of the first part are to be proportionately equal so that neither of said parties of the second part shall receive any greater proportion of its note than the other.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00) in hand paid, and in order to secure the prompt payment of the aforesaid indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do give, grant, bargain and sell, release, convey and confirm unto the said parties of the second part, their respective successors and assigns, the following property, to wit:

All that lot or parcel of ground situated in the Town of Mount Savage, Allegany County, Maryland, on the Northeast side of Log Row, and more particularly described as follows, to wit:

BEGINNING for the same at a locust stake standing on the Northeast side of Log Row, said stake also stands South 65 degrees and 49 minutes East 57-1/10 feet from the center of the northeast end of the concrete culvert pipe running under the said Log Row, said stake also stands at 51-1/10 feet on the second line of the whole property of which this is a part as conveyed by Vincent A. Dicks and wife to William Blank and wife by deed dated April 6, 1939, and recorded among the land records of Allegany County, Maryland, in Deed Liber No. 183, folio 290, and running thence with the remainder of said second line, the third line and part of the fourth line of the said William Blank whole property and with the Northeast side of Log Row, Magnetic Bearings as of the said William Blank deed and with Horizontal Measurements)

North 70 degrees 00 minutes West 138-5/10 feet to an iron stake at the intersection of the said Northeast side of Log Row and the Southeast side of an Alley, thence leaving the said Northeast side of Log Row and running with the Southeast side of said Alley, North 66 degrees 4 minutes East 149-7/10 feet to a stake and North 76 degrees 49 minutes East 45-5/10 feet to a locust stake, thence leaving the said Southeast side of the Alley and also the fourth line of the said William Blank whole property, and cutting across the said whole property, South 23 degrees 11 minutes West 130 feet to the beginning, containing 1/5 of an acre, more or less.

EXCEPTING, the present right of way of Log Row and the said Alley which have been changed since the whole property was originally surveyed. It being the intention of the parties of the first part (Mortgagor) to convey to the parties of the second part (Mortgagees) the northwest end of the said whole property as now fenced and that this conveyance be not used to alter the present Log Row and/or Alley aforementioned.

IT BEING the same property conveyed by Clyde S. Slider and Catherine E. Slider, his wife, to Carl V. Mulligan and Margaret Elizabeth Mulligan, his wife, by deed dated the 9th day of March, 1954, and to be recorded among the Land Records of Allegany County, Maryland, at the same time as the recordation of these presents; said deed, though dated as above, was delivered at the same time as the delivery of this mortgage, both being part of one simultaneous transaction, the mortgage being given to secure a part of the purchase price of the property herein described and conveyed.

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 and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns,

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 herof. 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 herof, 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.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of Sixty (60) days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or

Matthew J. Mullaney, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving 20 days notice of the time, place, manner and terms of sale in some newspaper printed in

Allegheny County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars (\$ 50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third, to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Allegheny County, in Equity, which said expenses, costs, and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accom-

panied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission. 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,

10-10001-3
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 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:
Harry W. Solank
Harry W. Solank
Carl V. Mulligan [SEAL]
Carl V. Mulligan
[SEAL]
Margaret Elizabeth Mulligan [SEAL]
Margaret Elizabeth Mulligan
[SEAL]

STATE OF MARYLAND, Allegany to wit:
I HEREBY CERTIFY, That on this fourth day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Carl V. Mulligan and Margaret Elizabeth Mulligan, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Raymond L. Himmelwright, ~~SENIOR~~ 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 aforesaid.
MY COMMISSION EXPIRES MAY 2, 1956
Harry W. Solank
Notary Public.

STATE OF MARYLAND, ALLEGANY COUNTY, to wit:
I HEREBY CERTIFY, That on this 8th day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared *Chas. A. Piper* President of The Liberty Trust Company, one of the within named mortgagees, and he made oath in due form of law that the consideration in said mortgage with respect to the money advanced and indebtedness due said bank is true and bona fide as therein set forth; and he further made oath in due form of law that he is the agent of said The Liberty Trust Company, Cumberland, Maryland, and is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.
James M. Sorley
Notary Public.

Compared and Mailed *sent*
To *Wtgel Frostburg Md*
March 26 1954

FILED AND RECORDED MARCH 9th 1954 at 9:00 A.M.

This Mortgage, Made this 8th day of March in the year

Nineteen Hundred and Fifty-four by and between -----
HAZEL M. WILSON, widow, HARRY WILSON, JR., unmarried, EARL H. WILSON and JEAN
TAYLOR WILSON, his wife, all -----

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
ONE THOUSAND EIGHT HUNDRED AND NO/100 ----- Dollars
(\$ 1,800.00) with interest at the rate of six per centum (6 %) per annum, for which
amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note
bearing even date herewith and payable in monthly installments of

TWENTY AND 00/100 ----- Dollars,
(\$ 20.00) commencing on the 8th day of APRIL, 1954
and on the 8th 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 8th day of MARCH, 1954, noon. 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 parties 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 land situate, lying and being in the Town of
Frostburg, Allegany County, Maryland, and known and distinguished as Lot Number
Fifteen (15) in Block Number Five (5) of Beall's First Addition to said Town of
Frostburg, Maryland, a plat of which addition is recorded in Plat Book Number 1,
folio 62 among the Plat Records of Allegany County, Maryland.

Being the same property which was conveyed to the said Hazel M. Wilson, Harry
Wilson, Jr., and Earl H. Wilson by deed from Anna E. Hohing, Trustee, dated August



7, 1947 and recorded in Liber No. 216, folio 440, one of the Land Records of Allegany County, Maryland. Special reference to said deed and plat is hereby made for a further description of said property.

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

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its 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 EIGHT HUNDRED AND NO/100 - - - - - (\$ 1,800.00) 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:

<i>Rachel Krierien</i> RACHEL KRIERIEN	<i>Hazel M. Wilson</i> HAZEL M. WILSON	(SEAL)
<i>Rachel Krierien</i> RACHEL KRIERIEN	<i>Harry Wilson, Jr.</i> HARRY WILSON, JR.	(SEAL)
<i>Rachel Krierien</i> RACHEL KRIERIEN	<i>Earl H. Wilson</i> EARL H. WILSON	(SEAL)
<i>Rachel Krierien</i> RACHEL KRIERIEN	<i>Jean Taylor Wilson</i> JEAN TAYLOR WILSON	(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

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

HAZEL M. WILSON, widow, HARRY WILSON, JR., EARL H. WILSON and JEAN TAYLOR WILSON,

his wife and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared *G. Alvin Krelling* 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 *G. Alvin Krelling* 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

For value received, The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, does hereby release the within and foregoing mortgage with the hand of its President duly attested by its Secretary with its corporate seal duly attached, this 25th day of June, 1954.
Test: *Ralph B. Rice* Secretary
William B. Galt President
6-28-54

Wtyle City
March 26 57

FILED AND RECORDED MARCH 10th 1954 at 9:45 A.M.

This Mortgage, Made this 9th day of March
 in the year Nineteen Hundred and Fifty-four _____ by and between

Abraham Kishter, single,

of Allegheny County, in the State of Maryland
 part Y of the first part, and

the Second National Bank of Cumberland, a national banking
 corporation with its principal place of business in Cumberland,

of Allegheny County, in the State of Maryland
 part Y of the second part, WITNESSETH:

Whereas, the party of the first part is indebted unto the party of the second part in the principal sum of \$1700.00 to be repaid with interest at the rate of 5% per annum computed monthly on unpaid balances, said indebtedness to be amortized by the payment of at least \$30.00 per month on principal and interest, the first monthly payment of principal and interest being due and payable 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 being 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.

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 _____

Abraham Kishter

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

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

All that lot, piece or parcel of ground lying and being on the Southeasterly side of Eastern Avenue, known and designated as Lot No. 258 in the Cumberland Improvement Company's Eastern Addition to the City of Cumberland; Allegheny County, Maryland, which said lot is more particularly described as follows, to wit:

Beginning at a point on the Southeasterly side of Eastern Avenue at the end of the first line of Lot No. 257 in said Addition, and running then with the Southeasterly side of Eastern Avenue North

40 degrees East 40 feet, then at right angles to said Avenue South 50 degrees East 120 feet to an alley, and with it South 40 degrees East 40 feet to the end of the second line of said Lot No. 257, and with said second line reversed North 50 degrees West 120 feet to the place of beginning.

Being the same property which was conveyed unto the party of the first part by deed of William B. Yost et ux, dated July 2, 1847, recorded in Liber 215, folio 608, 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 Abraham Kishler,

his heirs, executors, administrators or assigns, do and shall pay to the said Second National Bank of Cumberland, its successors,

~~executors or administrators~~ or assigns, the aforesaid sum of

Seventeen Hundred Dollars, (\$1700.00)

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

Abraham Kishler

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

Abraham Kishler

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

Second National Bank of Cumberland, its successors,

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

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

Abraham Kishler,

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 Abraham Kishler

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

Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventeen Hundred & 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, its successors ~~and~~ 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:

Angela A. Mc Clellan

Abraham Kishter [SEAL]
Abraham Kishter

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 9th day of March in the year nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Abraham Kishter, single, and he acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared Joseph M. Naughton, President of the Second National Bank of Cumberland, the within named mortgagee, and made oath in due form of law, that the consideration is paid mortgage is true and bona fide as therein set forth.

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

Chas E Shaw
Notary Public.



Computed and Mailed *ccm: E*
T. L. Richards *Liberty*
March 26 1954

C.

FILED AND RECORDED MARCH 10th 1954 at 11:35 A.M.

PURCHASE MONEY
This Mortgage, Made this 7th day of March,
in the year Nineteen Hundred and Fifty four, by and between
Julia M. Young, unmarried,
of Allegheny County, in the State of Maryland

party of the first part, hereinafter called mortgagor, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegheny County, in the State of Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor, the sum of
FIFTY-SEVEN HUNDRED Dollars,
which said sum the mortgagor agrees 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 SEVENTY-FIVE Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All that lot or parcel of ground lying and situated on the Northerly side of Bedford Street, in the City of Cumberland, Allegheny County, Maryland, the same being premises No. 142 Bedford Street, and described as follows, to-wit:

BEGINNING at the end of 26-1/2 feet on the first line of Lot No. 6 in Blocher's Addition to Cumberland, Maryland, it being on the Northerly side of an alley three feet wide reserved for the common use of the parts of Lots 1 and 2 as described and laid out on a plat filed with the Trustee's Report in No. 1,826 Equity, in the Circuit Court for Allegheny County, which said parts front on said Bedford Street, and running thence with said first line of Lot No. 6, North 25, degrees East 23 feet and 6 inches to the end of the first line of said Lot No. 6; thence with the second line thereof, North 65 degrees West 80 feet; thence by a line parallel with Bedford Street, South 25 degrees

West 23 feet and 6 inches to the Northwesterly side of said alley three feet wide; thence with said alley, South 65 degrees East 80 feet to the BEGINNING

This being the same property which was conveyed by Gertrude A. D. Clark, unmarried, by Leslie J. Clark, her Attorney-in-Fact, unto the said Julia M. Young by deed dated the same day as this mortgage and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage, this being a purchase money mortgage.

The above described property is improved by a two story brick dwelling house consisting of 7 rooms and two baths and is known as No. 142 Bedford Street, Cumberland, Maryland.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be 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 Dollars 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 mortgagor hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that she will execute such further assurances as may be requisite.

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

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby 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 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 her 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 her representatives, heirs or assigns.

AND the said mortgagor her heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings

now or hereafter erected on the premises described insured against loss by fire in at least the sum of FIFTY-SEVEN HUNDRED Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (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, 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 mortgagor.

Attest:

Rosalie A. Crabtree

Julia M. Young (SEAL)
Julia M. Young

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 10th day of March,

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

Julia M. Young,

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

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



Rosalie A. Crabtree
Notary Public.

Completed and True *W.M.W.E*
Mt. Lee City
March 26 54

FILED AND RECORDED MARCH 11th 1954 at 10:00 A.M.

THIS MORTGAGE, Made this 9th day of March, 1954, by and between GEORGE I. CURTIS and MARY E. CURTIS, 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 bona fide indebted unto the party of the second part in the full and just sum of Two Thousand Three Hundred (\$2,300.00) Dollars, payable one year after date, with interest from date at the rate of five per cent (5%) per annum, payable quarterly, which said sum is part of the purchase price of the property hereinafter described, and this mortgage is hereby declared to be a Purchase Money Mortgage.

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 the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said party of the second part, its successors and assigns, the following described property:

PARCEL ONE: ALL those two lots and pieces of ground known as Lots Number 191 and 192, in Welch Home Third Addition, described as one piece hereinafter, lying on the south side of the Bedford Road, in Allegany County, Maryland, described as follows, to wit:

BEGINNING at a peg on the south side of Bedford Street extended at the end of the first line of Lot No. 190, running thence with said street, North 42 degrees 30 minutes East fifty and two-tenths feet; thence South 52 degrees 40 minutes East seventy-eight feet to a twelve-foot alley, and with said alley South 37 degrees 20 minutes West fifty feet to the end of the second line of Lot No. 190, and with said line reversed, North

52 degrees 40 minutes West eighty-two and five-tenths feet to the place of beginning.

PARCEL TWO: ALL the following lots and parcels of ground, lying in election District No. Twenty Three, in Allegany County, Maryland, and described in a plat of Welch Home Third Addition of Lots Numbers 189 and 190 and being particularly described as follows, to-wit:

BEING at a peg on the South side of Bedford Street extended, at the end of the first line of Lot No. 188 and running thence with said street North 42degrees 30 minutes East 50.2 feet, thence South 52 degrees 40 minutes East 82.5 feet to a 12 foot alley and with said alley South 37 degrees 20 minutes West 50 feet to the end of the second line of Lot No. 188 and with said line reversed, North 52 degrees 40 minutes West 87.1 feet to the place of beginning.

It being the same property conveyed in a deed of even date herewith by Edith M. Bruner, widow, to the said George I. Curtis and Mary E. Curtis, his wife, and intended to be recorded among the Land records of Allegany County, Maryland, simultaneously with this mortgage.

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

PROVIDED, that if the said parties of the first part their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Two Thousand Three Hundred (\$2,300.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments, and public liens as and when the same become due and payable, the second party

shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

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

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Two Thousand Three Hundred (\$2,300.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the

mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS us to both:

George I. Curtis (SEAL)
George I. Curtis

J. T. Tindal Mary E. Curtis (SEAL)
Mary E. Curtis

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 9th day of March, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared GEORGE I. CURTIS and MARY E. CURTIS, 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.



A. G. Helmick
Notary Public
My Commission expires May 2, 1955

FILED AND RECORDED MARCH 11 1954
 Ke. H. Lygg City City
 March 26

FILED AND RECORDED MARCH 11 1954 at 12:15 P.M.

This Mortgage, Made this 10TH day of MARCH in the
 year Nineteen Hundred and fifty -four by and between

Hubert J. Feeney and Elizabeth F. Feeney, 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
One Thousand Seven Hundred 00/100 - - - (\$1700.00) - - - 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-two 48/100 - - (\$32.48) - - - 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 those two lots or parcels of ground situated in the
 south side of Kentucky Avenue, in Bennockburn Addition to Cumber-
 land, in Allegany County, Maryland, known and designated as Lots
 Nos. 78 and 79 on the plat of said Addition, which is recorded
 in Liber 1, folio 82 one of the Plat Records of Allegany County,
 Maryland, and particularly described together as follows, to-wit:

Beginning for the same on the south side of Kentucky Avenue
 at the end of the first line of Lot No. 77, in said Addition, and
 running then with the south side of said Avenue, South 47 degrees
 30 minutes East 45.44 feet to the intersection of the south side
 of Kentucky Avenue with the west side of Maine Alley, then with said
 Alley, South 28 degrees West 103.3 feet to Porter Alley, then with
 Porter Alley, North 47 degrees 30 minutes West 71.2 feet to the
 end of the second line of said Lot No. 77, and then with said second
 line, reversed, North 42 degrees 30 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 James S. Getty, Committee for Thomas P.
 Rooney, et al, dated the 29th day of December, 1953, which is recorded



Among the Land Records of Allegany County, Maryland in Liber No. 255, folio 448.

"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 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 One Thousand Seven Hundred 00/100 - - (\$1700.00) - - 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 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-

fully 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 seal of said mortgagors.

Attest:

George L. Hanna [Signature]
Hubert J. Feeney [Signature] [SEAL]
Hubert J. Feeney
Elizabeth F. Feeney [Signature] [SEAL]
Elizabeth F. Feeney

State of Maryland,
Allegany County, to-wit:

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

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

Hubert J. Feeney and Elizabeth F. Feeney, 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 L. Hanna [Signature]
Notary Public.

June 28, 1954
For value received, The First Federal Savings and Loan Association of Cumberland hereby releases the within and foregoing mortgage.
Witness the signature of Lynn C. Lashley, its president, and the corporate seal of said Corporation, attested by its secretary, Gerald R. Harrison, the day and year above written.
Corporate Seal
Attest: By Gerald R. Harrison Secretary
6-29-54
First Federal Savings and Loan Association of Cumberland
By: Lynn C. Lashley President

Compared and Made correct
To Leo H. Lopez City City
March 26 1954

LIBER 303 PAGE 206

FILED AND RECORDED MARCH 11" 1954 at 12:15 P.M.

PURCHASE MONEY

This Mortgage, Made this 9TH day of MARCH in the

year Nineteen Hundred and fifty-four by and between

William J. Taylor and Nellie C. Taylor, 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 Forty-nine Hundred 00/100 - - - - (\$4900.00) - - - - 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 Thirty-one 02/100 - - - (\$31.02) - - - - 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 lots or parcels of land lying in the City of Cumberland, in Allegany County and State of Maryland, being part of Lot No. 11 and all of Lot No. 12 in Fairview Addition to Cumberland and described as one parcel, as follows:

Beginning at a point on the East side of Pulaski Street distant 24 feet from the beginning of the first line of Lot No. 11 as shown on said plat and running then with the East side of Pulaski Street, North 20 degrees 35 minutes East 36 feet, then at right angles to Pulaski Street South 69 degrees 21 minutes East 100 feet to Carbon Alley, then with said alley South 20 degrees 35 minutes West 36 feet, then North 69 degrees 21 minutes West 100 feet to the place of beginning. Being a part of the land conveyed to the Real Estate and Building Company of Cumberland, Maryland, by J. H. Holzshu and wife, by deed recorded among the Land Records of Allegany County in Liber No. 69, folio 463, and being part of the same property which was conveyed to John Rephan by the Real Estate and Building Company of Cumberland, Maryland, by deed dated the 2nd day of May, 1898, and recorded among said Land Records in Liber No. 83, folio 300.

BEING the same property which was conveyed unto the parties of the first part by deed of Catherine S. Taylor, 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 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 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 Forty-nine Hundred 00/100 - - - - (\$4900.00) - - - - 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 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 L. Hanis William J. Taylor [SEAL]
William J. Taylor
Nellie C. Taylor [SEAL]
Nellie C. Taylor

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 9TH day of MARCH

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

William J. Taylor and Nellie C. Taylor, 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 L. Hanis
Notary Public:

Countered and *deem* Dated 8
The J. Legge Acty City
 March 26 1954

FILED AND RECORDED MARCH 11th 1954 at 12:15 P.M.

This Mortgage, Made this 9TH day of MARCH in the
 year Nineteen Hundred and fifty-four by and between
Joseph F. Reissig and Emily M. Reissig, 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 Sixty-five Hundred 00/100 - - - - - (\$6500.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 $\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of Fifty-three 12/100 - - - - - (\$53.12) - - - - - 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.

How 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 LaVale Boulevard known and designated as Lot No. 72 in LaVale Boulevard Section, LaVale, Allegany County, Maryland, which said addition is recorded in Liber 137, folio 499 one of the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows:

Beginning for the same at a point on the easterly side of LaVale Boulevard at the end of the first line of Lot No. 71 in said addition, and running then with the easterly side of aforesaid LaVale Boulevard North 48 degrees 20 minutes West 50 feet, then at right angles to said LaVale Boulevard North 41 degrees 40 minutes East 150 feet to the westerly side of Garage Lane "D", then with the westerly side thereof South 48 degrees 20 minutes East 50 feet to the end of the second line of aforesaid Lot No. 71, and then reversing said second line South 41 degrees 40 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 Julius Abramson, widower, dated the 7th day of May, 1953, and recorded among the Land Records of Allegany County,



Maryland in Liber No. 249, folio 545.

"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 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 Sixty-five Hundred 00/100 - - - (\$6500.00) - - - - - 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 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 govern-

mental 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 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:

Joseph F. Reissig [SEAL]
Joseph F. Reissig
Emily M. Reissig [SEAL]
Emily M. Reissig

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 9TH day of MARCH

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

Joseph F. Reissig and Emily M. Reissig, 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.

August 3, 1954
For value received, the First Federal Savings and Loan Association of Cumberland hereby releases the within and foregoing mortgage.
Witness the signature of Lynn C. Lashley, its President, and the corporate seal of said Corporation, attested by its Secretary, Gerald L. Harrison, the day and year above written.
(Corporate Seal)
By: Gerald L. Harrison Secretary
By: Lynn C. Lashley, President
8-5-54

Compared and Mailed *ccw E*
To *Mtge Frostburg Md*
March 26 54

FILED AND RECORDED MARCH 11th 1954 at 2:00 P.M.
PURCHASE MONEY

This Mortgage, Made this 8th. day of March in the year
Nineteen Hundred and Fifty-four by and between

GEORGE E. JAMES and HELENA M. JAMES, 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
Sixty-five Hundred ----- -00/00 Dollars
(\$ 6,500.00) with interest at the rate of four 1/2 per centum (4 1/2 %) 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

Forty-five ----- -65/00 Dollars,
(\$ 45.65) commencing on the 1st. day of May, 1954, and on the 1st 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 8th. day of March, 1971, 1954. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

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

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

GEORGE E. JAMES and HELENA M. JAMES, his wife,

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

All that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situate on the Southwesterly side of Standish Street, in the town of Frostburg, and known and distinguished as Lot No. One (1) as shown on a blueprint of lots on Standish Street filed among the Plat Records of Allegany County, Maryland, said Lot Number One (1) being more particularly described as follows, to-wit:
BEGINNING for the same at a point on the Westerly side of Standish Street, said point of beginning also being 175 feet measured in a Northwesterly direction from the intersection of said side of Standish Street and the Northerly side of Beall's Lane; and running thence with said side of said Standish Street, North 33 degrees West 50 feet to the first line of Lot No. Two (2) as shown on said plat; thence with the line dividing said Lots Nos. 1 and 2, South 58 degrees West 150 feet; thence South 33 degrees East 50 feet; thence North 58 degrees East 150 feet to the place of beginning.

Being the same property conveyed to Frank C. Powell and Thelma L. Powell, his wife, by deed from Susan B. Hitchins and others, dated April 19, 1947 and recorded

in Liber No. 215, folio 204 among the Land Records of Allegany County, Maryland. Upon the death of the said Frank C. Powell on or about December 22, 1950, the title to said property vested by operation of law in his widow, the said Thelma L. Powell. Thereafter the said Thelma L. Powell died testate and by her last Will and Testament probated in the Orphans Court for Allegany County, Maryland, she devised said real estate to Viola Mae Skidmore.

BEING also the same property which was conveyed to the said George E. James and Helena M. James, his wife, by deed of even date herewith from the said Viola Mae Skidmore and Elijah Skidmore, her husband, which is intended to be recorded among said Land Records simultaneously with this mortgage, which is executed to secure a part of the purchase price of the above described property and is in whole a PURCHASE MONEY MORTGAGE. Special reference is hereby made to said deed and plat thereto attached and to said Will for a further description of said realty.

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

Eight Thousand

(\$ 8,000.00) Dollars

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

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

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

proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

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

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

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

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

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

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

WITNESS the hand and seal of said mortgagor.

ATTEST:

Ralph M. Race
Ralph M. Race

George E. James (SEAL)
GEORGE E. JAMES

Ralph M. Race
Ralph M. Race

Helena M. James (SEAL)
HELENA M. JAMES

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 8th. day of March in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

GEORGE E. JAMES and HELENA M. JAMES, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared ~~Wm. B. Jones~~ *Alvin Kreiling*, 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 ~~Wm. B. Jones~~ *Alvin Kreiling* 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. Race
Ralph M. Race Notary Public

FILED AND RECORDED MARCH 11" 1954 at 2:00 P.M.

This Mortgage. Made this 10th. day of March in the year
Nineteen Hundred and Fifty -four by and between

SAMUEL T. WALKER and RENA P. WALKER, 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 FIVE THOUSAND AND NO/100 -----Dollars (\$5,000.00) with interest at the rate of six per centum (6 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Eighty-nine ----- 60/00 Dollars,

(\$89.60) commencing on the 10th. day of April, 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 10th. day of March, 1960, ~~1960~~. 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

SAMUEL T. WALKER and RENA P. WALKER, 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 ground situated, lying and being on the West side of Maple Street in the Town of Frostburg, Allegany County, Maryland, and being the same property which was conveyed to the said Samuel T. Walker and Rena P. Walker, his wife, by deed from William Stanley Logsdon and Margaret Logsdon, his wife, dated July 31, 1927 and recorded in Liber No. 156, folio 23, one of the Land Records of Allegany County, Maryland.

SECOND PARCEL

All that adjoining lot or parcel of ground which was conveyed to the said



Samuel T. Walker and Rena P. Walker, his wife, by deed from the said William Stanley Logsdon and Margaret E. Logsdon, his wife, dated November 7, 1939 and recorded in Liber No. 185, folio 132 among said Land Records of Allegany County, Maryland.

Special reference is hereby made to each of said deeds for a further and more particular description of the property hereby intended to be conveyed.

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

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

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

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

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

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

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

FIVE THOUSAND 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 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. Race
Ralph M. Race

Samuel T. Walker (SEAL)
SAMUEL T. WALKER

Ralph M. Race
Ralph M. Race

Rena P. Walker (SEAL)
RENA P. WALKER

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 10th. day of March in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

SAMUEL T. WALKER and RENA P. WALKER, 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.



Ralph M. Race
Ralph M. Race, Notary Public

Compared and *cew* delivered to
To *Mt Greer City*
March 26 54

LIBER 303 PAGE 218

FILED AND RECORDED MARCH 11 1954 at 3:20 P.M.

This Mortgage, Made this *9th* day of
March in the year nineteen hundred and fifty-four, by and between

Edward L. Kolb and Peggy Ann Kolb, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Edward L. Kolb and Peggy Ann Kolb, his wife,

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

Fifteen Hundred Fifty (\$1550.00) - - - - - 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 March 31, 1954

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

Edward L. Kolb and Peggy Ann Kolb, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All of that tract of land lying along the North side of the Dickerson
Hollow Road in Election District No. 3 of Allegany County, Mary-
land, and being a part of the first tract of land which was conveyed
to E. Lester Kolb and Dora Ester Kolb, his wife, by James W. Allen,
et ux, by deed dated the 24th day of April, 1935, and recorded in
Liber No. 172, folio 410, of the Land Records of the said County and
more particularly described as follows:

BEGINNING at a point in the middle of the Dickerson Hollow Road at
the end of the third line of the original and running thence by mag-
netic meridian as of October, 1934, and slope measurements as given
in said deed with the 4th and following lines of said deed: North
38½ degrees East 21-¾ perches passing an iron stake driven at the
end of 10 feet of said line and with line of an old fence, to a stone
pile; North 34 degrees East 11½ perches to a stone pile; North 72½
degrees West 3 perches to corner fence post, near the East end of a
large rock; thence with division fence; North 56 degrees East 24
perches to a forked Chestnut Oak; South 22½ degrees East 4½ perches;
South 40 degrees East 43½ perches; South 42½ degrees East 14 perches;
South 46½ degrees East 10 perches; South 37½ degrees East 13½ perches
South 53½ degrees East 13½ perches; South 24-¾ degrees East 26
perches; North 84 degrees West 8½ perches to a Hickory tree, four
notches; North 78½ degrees West 14½ perches to an iron stake; North
81½ degrees West 54 perches to a large elm tree, three notches; North



81½ degrees West 2 perches to the middle of Dickerson Hollow Road; thence leaving the lines of the original and with or near the middle of said road, by magnetic meridian as of July, 1952, and horizontal distances; North 44 degrees West 23.2 perches to a point in the said road; North 50 degrees 25 minutes East 15 feet to an iron stake on the bank of said road at the end of the 4th line of the lot previously conveyed to William A. Kolb, et ux, then reversing the lines of said lot as surveyed in 1947, as given in deed; North 50 degrees 25 minutes East 181.1 feet to an iron stake; North 42 degrees 46 minutes West 270.4 feet to an iron stake; South 54 degrees 15 minutes West 120.5 feet to an iron stake on the bank of the said road; then leaving said lot and as surveyed in July, 1952, South 56 degrees 05 minutes West 19 feet to the middle of said road; thence with or near the middle of said road, North 28 degrees West 13.1 perches; North 60 degrees West 6.6 perches to the beginning; the above-described parcel containing 28.8 acres, surveyed by G. J. Altatetter.

It being the same property which was conveyed unto the said Mortgagors by E. Lester Kolb and wife, by deed dated the 4th day of November, 1952, and recorded in Liber No. 247, folio 461, 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 Fifteen Hundred Fifty (\$1550.00) 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

Fifteen Hundred Fifty (\$1550.00) - - - - 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:

Edward L. Kolb (SEAL)
Edward L. Kolb

James M. Sorley Peggy Ann Kolb (SEAL)
James M. Sorley Peggy Ann Kolb

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 9th day of March in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Edward L. Kolb and Peggy Ann Kolb, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

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



James M. Sorley
Notary Public

Wetzel City
*March 26 54*FILED AND RECORDED MARCH 11th 1954 at 3:20 P.M.

THIS MORTGAGE, Made this *10th* day of March, 1954, by and between William H. Ritchey and Dorothy Jane Ritchey, his wife, of Allegany County, Maryland, and Elizabeth Summers of Allegany County, Maryland and Turner Summers, her husband, of ~~Lansburg~~ County, Virginia, of the first part, hereinafter sometimes called Mortgagors, 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 Mortgagors stand indebted unto the said The Liberty Trust Company in the just and full sum of Six Hundred Fifty (\$650.00) 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 per centum (6%) 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 March 31, 1954.

NOW, THEREFORE, in consideration of the premises, and 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 William H. Ritchey and Dorothy Jane Ritchey, his wife, and Elizabeth Summers and Turner Summers, her husband, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated in the Dingle Highland, and known and designated as Lot No. 17 of said Addition and described as follows:

BEGINNING for the same at a stake on the Northerly side of Pinehurst Avenue (now Mount Royal Avenue) standing on the Southeast corner of Lot No. 18, and bearing North 70 degrees 30 minutes East 100 feet from the Northeastern intersection of Highland Avenue, with Pinehurst Avenue (now Mount Royal Avenue) and running thence with the North side of Pinehurst Avenue (now Mount Royal Avenue) North 70 degrees 30 minutes East 50 feet to a stake, thence leaving said Avenue, North 19 degrees 30 minutes West 150 feet to a stake on the South side of a 15-foot alley, then with said Alley, South 70 degrees 30 minutes West 50 feet to the North-



east corner of Lot No. 18, thence with Lot No. 18 reversed, South 19 degrees 30 minutes East 150 feet to the beginning.

It being the same property which was conveyed by Harry A. Shimer and wife to William M. Ritchey, Sr. and Marie E. Ritchey, his wife, by deed dated August 21, 1944, and recorded in Liber No. 201, folio 207, one of the Land Records of Allegany County. The said William M. Ritchey, Sr. departed this life in the year 19 leaving Marie E. Ritchey, his widow, as the survivor. The said Marie E. Ritchey departed this life intestate on or about November 22, 1951 leaving surviving as her only heirs at law two children; namely, William H. Ritchey and Elizabeth Summers, both of whom with their respective spouses are parties to this Mortgage.

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 Mortgagors, their heirs, executors, administrators, or assigns do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Six Hundred Fifty (\$650.00) 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 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 Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assess-

ments, 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, 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 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 by some insurance company or companies acceptable to the Mortgagee, its successors or assigns the improvements on the hereby mortgaged land to the amount of at least Six Hundred Fifty (\$650.00) 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 premium thereon with interest as part of the Mortgage debt.

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

James M. Sosley

William H. Ritchey (SEAL)
William H. Ritchey

Dorothy Jane Ritchey (SEAL)
Dorothy Jane Ritchey

WITNESS:

James M. Sosley

Elizabeth Summers (SEAL)
Elizabeth Summers

WITNESS:

J. M. Webb

Turner Summers (SEAL)
Turner Summers

STATE OF MARYLAND

TO WIT:

COUNTY OF ALLEGANY

I HEREBY CERTIFY, That on this 10th day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William H. Ritchey and Dorothy Jane Ritche, his wife, and Elizabeth Summers, three of the aforesaid Mortgagors, 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.



My Commission Expires
May 2, 1955

James M. Sosley
Notary Public

STATE OF VIRGINIA

TO WIT:

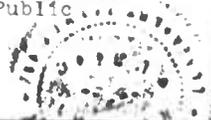
COUNTY OF *Allegheny*

I HEREBY CERTIFY, That on this *8* day of March, 1954, before me, the subscriber, a Notary Public of the State of Virginia, in and for the County aforesaid, personally appeared Turner Summers, one of the aforesaid Mortgagors, and he acknowledged the foregoing Mortgage to be his act and deed.

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

Henry M. ...
Notary Public

My Commission Expires *Feb. 9, 1958*



FILED AND RECORDED MARCH 12th 1954 at 10:55 A.M.

THIS MORTGAGE, Made this *10th* day of *March*, 1954, by and between PAUL OBED BARGER and MARY C. BARGER, his wife, of Allegheny 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 bona fide indebted unto the party of the second part in the full and just sum of Two Thousand Five Hundred (\$2,500.00) Dollars, payable one year after date, with interest from date at the rate of ^{*five*} ~~*six*~~ per cent (^{*5%*} ~~*6%*~~) per annum, payable quarterly.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the

interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the heretofore mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said party of the second part, its successors and assigns, all that lot or parcel of ground situated on the easterly side of Woodside Avenue, in the City of Cumberland, Allegany County, Maryland, particularly described as follows, to-wit:

BEGINNING for the same at a point on the easterly side of Woodside Avenue at the end of ninety feet, measured in a northerly direction along the easterly side of said Avenue, from the northerly side of Woodbine Alley, said point of beginning being also at the end of the first line of the lot of ground conveyed by Sarah B. Dresap and husband to William Pearre by deed dated April 20, 1897, and recorded in Liber No. 21, folio 191, of the Land Records of Allegany County, and running thence with the second line of said Pearre Lot, and at right angles to said Avenue, south eighty-one degrees east eighty feet to the end of said second line; thence north nine degrees east thirty feet; thence in a northwesterly direction eighty feet, more or less, to a point on the easterly side of Woodside Avenue distant north nine degrees east twenty-nine feet from the point of beginning, then with the easterly side of Woodside Avenue, south nine degrees west twenty-nine feet to the place of beginning.

It being the same property which was conveyed to the said Paul Obed Barger and Mary C. Barger, his wife, by deed of Lucille Douthitt, Trustee, dated the 31st day of August, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber 211, folio 47.

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

assessing, the aforesaid sum of Two Thousand Five Hundred (\$2,500.00) dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all or which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making

...; 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 hereinafter 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, not so said, one-half of the above moneys shall be allowed and paid by the mortgagee, their representatives, heirs or assigns.

... and the said parties of the first part further covenant and agree herewith that, should the said mortgagee or mortgagees, or any of them, be insured by any fire and marine insurance agent or agents, or the mortgagee or its successors or assigns, the mortgagee or the hereby mortgaged property to the amount of at least two thousand five hundred (\$2,500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to cause 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: Paul Obed Barger (Seal)
Mary C. Barger (Seal)
Mary P. Barger

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 10th day of March 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared PAUL OBED BARGER and Mary C. BARGER, his wife, and each acknowledged the foregoing mortgage to be their respective and true debt; and, at the same time, before me also 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.



Margaret H. Ode
Notary Public
My Commission expires May 2, 1955

ccw
 W. B. Lee & Co. Legal City
 March 26 34

FILED AND RECORDED MARCH 12th 1954 at 11:45 A.M.

This Mortgage, Made this 10th day of MARCH in the year Nineteen Hundred and fifty Three by and between The Trustees of Agur Chapel Methodist Episcopal Church, South, Cumberland, Allegany County, Maryland, a corporation duly incorporated and organized under the laws of the State of Maryland, part Y 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 (\$10,000.00) Dollars,

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

By the payment of One Hundred Eight and 53/100 (\$108.53) 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 lots pieces or parcels of ground lying and being on Humbird Street, Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 229, 230, 231, 294, 295, 296 and part of Lot No. 297 on the plat of the Humbird Land and Improvement Company which is recorded among the Land Records of Allegany County, Maryland, at the end of Liber 73, which said lots are more particularly described in three separate parcels as follows, to-wit:

Lots Nos. 229, 230, and 231: Beginning for the same on the northerly side of Humbird Street at the end of the first line of Lot No. 228 in said addition, and running then with said street South 53 $\frac{1}{2}$ degrees East 90 feet to the westerly side of an alley, then with said alley North 36 $\frac{1}{2}$ degrees East 125 feet to another alley; then with that alley North 53 $\frac{1}{2}$ degrees West 90 feet to the end of the second line of said Lot No. 228, and then with said line reversed South 36 $\frac{1}{2}$ degrees West 125 feet to the place of beginning.

Being the same property which was conveyed unto the party of the first part by three deeds, the first from J. Wilson Humbird et ux dated August 8, 1903, recorded in Liber 101, Folio 550, Allegany County Land Records; the second from J. Wilson Humbird et ux dated June 14, 1907, recorded in Liber 109, Folio 457, Allegany County Land Records, and the third from Liberty Trust Company, Administrator, dated September 27, 1937, recorded in Liber 178, Folio 684, Allegany County Land Records.

Lots Nos. 294 and 295: Beginning for the same on the southerly side of Humbird Street at the end of the first line of Lot No. 293 in said addition, and running then with said Humbird Street South 53 $\frac{1}{2}$ degrees East 60 feet, then South 36 $\frac{1}{2}$ degrees West 125 feet to the northerly side of an alley, then with said alley North 53 $\frac{1}{2}$ degrees West 60 feet to the end of the second line of said Lot No. 293, and then with said second line reversed North 36 $\frac{1}{2}$ degrees East 125 feet to the place of beginning.

Being the same property which was conveyed unto the party of the first part by deed of Francis A. Poudier et ux dated November 15, 1918, which is recorded in Liber 125, Folio 520, one of the Land Records of Allegany County, Maryland.

LOTS NOS. 296 and PART 297: Beginning for the same on the southerly side of Humbird Street at the intersection thereof with the easterly side of an alley, and running then with said side of said street South $53\frac{1}{2}$ degrees East 50 feet, then at right angles to said Humbird Street South $36\frac{1}{2}$ degrees West 125 feet to the northerly side of an alley, then with said side of said alley North $53\frac{1}{2}$ degrees West 50 feet to the easterly side of the alley first above mentioned, and then with said side of that alley North $36\frac{1}{2}$ degrees East 125 feet to the place of beginning.

Being the same property which was conveyed unto the party of the first part by deed of Trustees of Emmanuel Methodist Church of recent 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 it 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, its successors ~~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 its part to be performed, then this mortgage shall be void.

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

gagge or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Ten Thousand (\$10,000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of 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 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 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:

Mrs. Edna Noble
EDNA NOBLE, TREASURER

THE TRUSTEES OF AGUR CHAPEL METHODIST
EPISCOPAL CHURCH, SOUTH CUMBERLAND,
ALLEGANY COUNTY, MARYLAND, A MARYLAND
CORPORATION BY XISBXX

Virgil Bishop XKXKXX
VIRGIL BISHOP, PRESIDENT
Demetrius W. Jones [SEAL]
PASTOR

State of Maryland,
Allegany County, to-wit:

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

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
Virgil Bishop, President of The Trustees of Agur Chapel, Methodist Episcopal
Church, South Cumberland, Allegany County, Maryland, a Maryland corporation,

its corporate
the said mortgagors herein and he acknowledged the foregoing mortgage to be ~~his~~ 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

Handwritten note in left margin: The mortgage is a copy of the original see p. 230 of Liber 303

Compared and Made January
To Mtge Barton Md
March 26 1954

LIBER 303 PAGE 232

FILED AND RECORDED MARCH 12th 1954 at 10:55 A.M.

This Mortgage, Made this Fourth-----day of March-----
in the year Nineteen Hundred and Fifty four----- by and between

John Walter Stafford and Hilda W. Stafford, husband and wife-----

of Barton, 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:

Witnesses,

The said parties of the first part are indebted
unto the party of the second part in the full and just sum of nineteen
hundred dollars (\$ 1900.00) for money lent, 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, at The First National Bank of Barton, Maryland.

AND WHEREAS, it was agreed between the parties hereto prior to the lend-
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 there-
of, 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 certain lot of ground in the town of Barton, in
Allegany County, Maryland, known as lot No. 25 in Harris's Addition to
Barton, and described as beginning for the same at a stake on the Eastern
intersection of Harris and Main Streets, and running thence North 49
degrees East 90 feet, then South 41 degrees East 90 feet, thence South
49 degrees West 90 feet to Harris Street, thence with Harris Street, North
41 degrees West 90 feet to the place of beginning. Being the same property
which was conveyed unto the said parties of the first part herein by deed
from George Frenzel et ux, dated May 20, 1947 and of record among the land
records of Allegany County, in Liber No. 218 Folio 495.



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 nineteen 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 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 nineteen 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 ~~and~~ 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
Harold R. Malcolm x John Walter Stafford [SEAL]
Harold R. Malcolm ~~#####~~
x Hilda W. Stafford [SEAL]
Hilda W. Stafford

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this Fourth day of March
in the year nineteen Hundred and Fifty four before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
John Walter Stafford and Hilda W. Stafford, 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 the said bank duly authorized to make this affidavit.

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

Kenneth R. Mallick

Notary Public



Compared and Made *correct*
To *Mtge Flintstone Md*
March 26 1954

FILED AND RECORDED MARCH 12th 1954 at 12:35 P.M.

This Mortgage, Made this 9th day of March

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

Charles R. Johnson and Ula M. Johnson, his wife

of Flintstone, Allegany County, in the State of Maryland

parties of the first part, and Justin H. Heavner and Evalyn B. Heavner

his wife, also of Flintstone,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the
parties of the second part in the full and just sum of Twenty Two

hundred and Twenty Five Dollars (\$2225.00), for money lent, which loan is evidenced by the promissory note of the said parties of the first part of even date herewith for the sum of Twenty Two Hundred and Twenty Five Dollars (\$2225.00), payable, Fifty Dollars (\$50.00) per month, on account of the principal indebtedness, and in addition, interest at six per centum, per annum, payable semi-annually, the first monthly payment to be made one month from the date of the execution of this instrument, to the parties of the second part.

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

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

heirs and assigns, the following property, to-wit: All the following described real estate located in Election District 3, in Allegany County, in the State of Maryland, and described by metes and bounds, and courses and distances, as follows; to-wit: Beginning at a large Lynn tree standing on the South side of the Dickerson Run Road and about 50 feet south-east of an iron stake driven on the north side of said road and at the South-west corner of the Branson Heavener lot and running thence by a magnetic meridian as of September, 1953 and horizontal distances; South 30 degrees 30 minutes West 67.5 feet to a large pear tree thence North 58 degrees 15 minutes West 223.2 feet to a post in wire fence, 25 feet from the north bank of the run, thence with said fence; North 23 degrees 10 minutes East 103.6 feet to a post in wire fence along the south side of the road and at the end of 239.0 feet on a line drawn North 49 degrees 45 minutes West from the beginning Lynn tree; thence with said wire fence defining the southern limit of said road to the beginning, containing 0.45 acres, more or less. Being the same piece and parcel of real estate which was conveyed unto the parties of the first part herein by the parties of the second part, by deed bearing date, the 11th day of September, 1953, and recorded among the land records of Allegany County, Maryland, in Liber No. 253, Folio 353.

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

Provided, that if the said parties of the first part their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of Twenty Two hundred and

Twenty Five Dollars (\$2225.00 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 Estel C. Kelley his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

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

And the said parties of the first part

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

W E Keiser

W E Keiser

the date is 8-1954 Charles Johnson and W E Keiser mortgagor

Charles R. Johnson [SEAL]

Charles R. Johnson

W E Keiser [SEAL]

W E Keiser

[SEAL]

[SEAL]



State of Maryland,
Allegany County, to-wit:

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

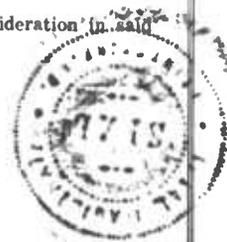
in the year nineteen Hundred and Fifty FOUR, before me, the subscriber,
Justice of The Peace

a Notary Public of the State of Maryland, in and for said County, personally appeared
Charles F. Johnson and Ula M. Johnson, his wife

and did each acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared Justin H. Heavenner
and Evelyn B. Heavenner, 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 for forth.

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

W E Keenan
Justice of Peace



accused
Walter Frostburg Tld
March 26 54

FILED AND RECORDED MARCH 12th 1954 at 10:15 A.M.
PURCHASE MONEY

This Mortgage, Made this 11th day of MARCH in the year
Nineteen Hundred and Fifty-four by and between

WILLIAM LUDWIG MAYER NEILSON and ETTA LEONA NEILSON, 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
EIGHT THOUSAND FIVE HUNDRED AND NO/100 -----Dollars
(\$8,500.00) 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



EIGHTY AND 00/100 ----- Dollars,
 (\$80.00) commencing on the 11TH day of APRIL , 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 MARCH, 1967 , 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.

THIS MORTGAGE constitutes a Purchase Money Mortgage as to the Third Parcel
 of land hereinafter described.

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 -----

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 ground situate, lying and being on the North-
 easterly side of West Main Street in the Town of Frostburg, Allegany County, Mary-
 land and particularly described as follows:

BEGINNING for the same at a cross mark on the concrete sidewalk on the North-
 easterly side of West Main Street at the end of 112 feet on the first line of a deed
 from Gustav W. Zeller to Morette Zeller, dated September 23, 1895 and recorded in
 Liber 77, folio 466 among the Allegany County Land Records, and running thence with
 said side of said street, North 41 degrees West 50 feet to another cross mark on said
 concrete sidewalk which last mentioned cross mark stands 8 feet from the end of the
 first line of the aforesaid Zeller deed; thence with the Southeasterly side of an
 alley, North 49 degrees East 43.59 feet to a stake; thence continuing with said side
 of said alley as now located, North 60 degree 18 minutes East 129.41 feet to a stake
 standing at the intersection of said alley with another alley; thence with the South-
 westerly side of said last mentioned alley, South 59 degrees 1 minute East 33.07 feet

to a stake; thence South 51 degrees 15 minutes West 181 feet to the beginning.

Being the same property which was conveyed to the parties of the first part
 by deed from John Doran et al., dated July 26, 1949 and recorded in Liber No. 226,
 folio 41 among said Land Records of Allegany County, Maryland.

SECOND PARCEL

All that lot or parcel of ground lying and being in the town of Frostburg,
 Maryland and known and distinguished as Lot Number Three (3) in Block Number Nine (9)
 of Frost's Heirs Addition to said Town of Frostburg.

Being the same property which was conveyed to the parties of the first part
 by deed from Virgie M. Dennison, widow, dated April 2, 1946 and recorded in Liber No.
 208, folio 86 among said Land Records of Allegany County, Maryland.

THIRD PARCEL

All that lot or parcel of land situated on Maple Street in Frostburg, Mary-
 land and distinguished as Lot No. One (1) in Beall's First Addition to said Town of
 Frostburg, and described as follows:

BEGINNING for the said lot at the Northeast corner of Lot No. Two (2), and
 running with Maple Street, North 50 degrees East 99 feet and 6 inches to an alley, and
 running back to another alley 150 feet, then with said alley 79 feet to Lot No. Two
 (2) aforesaid, and with said lot to the beginning; having a frontage as aforesaid on
 Maple Street of 99½ feet and on the back alley 79 feet.

Being the same property conveyed to Margaret M. Young et vir by deed from
 Edward J. Ryan, Trustee, dated January 19, 1954 and recorded in Liber No. 256, folio
 122 among said Land Records of Allegany County, Maryland.

Being also the same property which was conveyed to the parties of the first
 part by deed of even date herewith from the said Margaret M. Young et vir which is
 intended to be recorded among said Land Records simultaneously with this mortgage

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 promises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

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

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

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

EIGHT THOUSAND FIVE HUNDRED AND NO/100 - - - - - (\$8,500.00) 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

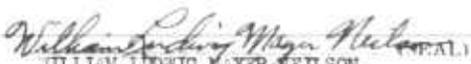
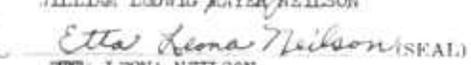
mortgage and covenants that he will execute such further assurances as may be requisite.

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:

	
RACHEL KNEIVIER	WILLIAM LUDWIG MAYER NEILSON (SEAL)
	
RACHEL KNEIVIER	ETTA LEONA NEILSON (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 11TH day of MARCH in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

WILLIAM LUDWIG MAYER NEILSON and ETTA LEONA NEILSON, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared ~~William B. Brown~~ ^{G. Alvin Kreiling} 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. Brown~~ ^{G. Alvin Kreiling} 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 KNEIVIER
 Notary Public

*see
Mtg of Westernport Md
March 26 54*

FILED AND RECORDED MARCH 12th 1954 at 10:35 A.M.
PURCHASE MONEY

This Mortgage, Made this Fourth----- day of March-----

in the year Nineteen Hundred and Fifty four-----by and between

Ronel Neil Williams and Yae Middleton Williams, husband and wife-----

of Westernport, 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:

Ubercas,
The said parties of the first part are indebted
unto the party of the second part in the full and just debt of one-
thousand dollars (\$1000.00), for money lent, being a part of the
purchase price of the hereby mortgaged property, which loan is evidenc-
ed by the promissory note of the parties of the first part herein, 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 Western-
port, Maryland. And whereas, it was agreed prior to the lending of said
money and the giving of said note that this purchase money 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 there-
of, 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-----

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

All those two lots of ground in Highland Park Addition to
the town of Westernport, Allegany County, Maryland, known and numbered
on the plat thereof as lots numbers Nineteen and Twenty (19 & 20) in
Section H. as shown thereon. The same being located on the West side of
McKinley Street in said Addition. And each lot fronting forty feet on
said street and extending back 125 feet to an alley. Being the same
property which was conveyed unto the parties of the first part herein
by deed from William Russell Ford et ux, dated February 4, 1954 and
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 One 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 parties of the first part hereby covenant to pay when legally demandable.

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

heirs, executors, administrators and assigns, or Horace P. Whitworth, 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 One thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies 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: Charles J. Laughlin

Ronel Nell Williams [SEAL]

Mae Middleton Williams [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this Fourth----- day of March-----
in the year nineteen Hundred and Fifty FOUR-----, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Russell Neil Williams and Mae Middleton Williams, 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 HORACE 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 for 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 D. Whitworth
Notary Public.



*For value received, The Citizens National Bank of Westernport, Maryland, does hereby release the within mortgage given to it by Russell N. Williams, et al.
Witness its corporate name and seal this 25th day of August, 1954.
(Corporate Seal) The Citizens National Bank of Westernport, Md.
attest: Charles J. Laughlin, Cashier, by: Horace P. Whitworth, President
8-27-54*

*Mtze City
Apr 5 54*

FILED AND RECORDED MARCH 12th 1954 at 2:00 P.M.

PURCHASE MONEY

This Mortgage, Made this 12th. day of March

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

IRENE VIOLA BILLARD, widow,

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

----- Ten Thousand ----- Dollars, on
----- One Hundred ----- shares of stock, upon the condition that a good and effectual mortgage be executed by the said party 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

party 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 party of the first part does hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

FIRST PARCEL: All that lot or parcel of ground situated on the Little Valley Road, in the City of Cumberland, Allegany County, Maryland, being part of Lot No. 1 in Gephart's Second Addition to Cumberland, and particularly described as follows, to wit:

BEGINNING for the same on the easterly side of the Little Valley Road at a point distant North 28-1/4 degrees East 88 feet from the intersection of the northerly side of Highland Street with the easterly side of Little Valley Road and running thence with the easterly side of Little Valley Road, North 28-1/4 degrees East 52 feet to Bond Street, then with said Street, South 61-3/4 degrees East 50 feet, then South 28-1/4 degrees West 52 feet, thence North 61-3/4 degrees West 50 feet to the place of beginning.

IT being the same property which was conveyed by Hazel Wilkinson to Irene Viola Billard 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.

SECOND PARCEL: ALL that piece or parcel of land in the City of Cumberland, Allegany County, State of Maryland, known as Lot No. 2 of the subdivision of Lots Nos. 60, 61, and 62 in Beall's First Addition to Cumberland, the plat and courses and distances of which sub-division are recorded in Liber No. 73, folio 481, one of the Land Records of Allegany County, said Lot No. 2, of said division being particularly described as follows, to wit:

BEGINNING on the North side of Madison Street, (now Henderson Ave.) at the end of 33 feet on the first line of the whole Lot No. 60, and the said Beall's First Addition; thence with said Street and said first line, North 61-1/4 degrees West 33 feet to the end of said line; then with part of the second line of said Lot, North 25-1/4 degrees East 122 feet to an Alley 10 feet wide; then with it South 64-3/4 degrees East 33 feet; thence South 25-1/4 degrees West 124 feet to the beginning.

IT being the same property which was conveyed by Katherine Taylor to Irene Viola Billard by deed dated July 23, 1941, and recorded in Deeds Liber 226, folio 12 among the Land Records of Allegany County, Maryland.

THIRD PARCEL: The party of the first part further gives, grants, bargains and sells, releases, conveys and confirms unto the party of the second part, its successors and assigns, absolutely all of the following personal property which is located in the building known as No. 213 Valley Street in Cumberland, Allegany County, Maryland.

(a) In Restaurant Room:

- 1 Front Bar, wood construction, approx. 24 ft. long, (2/3 Marble Top, balance wood)
- 1 Back Bar, wood construction, with shelves, drawers, mirrors, etc.
- 1 NATIONAL Cash Register, #4699790 and #228 (3) ST 3-6
- 1 VICTOR Beer Cooler Cabinet, 2 sliding doors in top, Serial #JS-200464, (at end of Bar) operated by
- 1 DELCO Electric Motor, 1/3 HP, 115 Volt, A. C., Serial #1068482, With Condenser (in basement)
- 1 PERLICK Beer Cooler Cabinet, 3 sliding doors in top, Serial #13563, (at other end of Bar) operated by
- 1 EMERSON Electric Motor, 1/2 HP, 115 Volt, A. C., Serial #12425, Model A, with condenser (in basement)
- 1 PERLICK Beer Cooler Cabinet, 4 sliding doors in top, Serial #14005, (under bar) operated by
- 1 EMERSON Electric Motor, 1/2 HP, 115 Volt, A. C., Serial #12425, Model A, with condenser (in basement)
- 1 PERLICK Glass-Washer Unit, 2 wells with hot and cold water, drain boards and

- glass spray (under bar)
- 6 Booths, wood construction, (wood table tops and benches)
 - 4 Square Metal Tables (with large metal center shaft and base and having black Carrara glass tops)
 - 16 Metal chairs (tubular with plastic covered seats)
 - 1 ESKIMO Electric Pedestal Fan, 24" blades, Model 75-J
 - 1 SETH THOMAS Electric Wall Clock (large dial)

(b) In Kitchen Room:

- 1 FRIGIDAIRE Refrigerator, 2 door upright model, 9 cu. ft. capacity
- 1 GARLAND Gas Restaurant Stove, double oven, 6 burner top, with 4 burner grill
- 1 Metal Dome over stove (for smoke exhaust)
- 1 HOT POINT Deep Fryer
- 1 Electric Wall Exhaust Fan
- 1 Electric Kitchen Clock
- 1 Can opener (mounted)
- 1 Potato cutter for french fries (mounted)

(c) In storage Room:

- 1 YORK Deep Freeze Food Cabinet, Serial #295335, 4 door compartment
- 1 UNIVERSAL Gas Kitchen Stove, 4 burner top with oven
- 1 Coca Cola Tonic Cooler (ice) 2 sliding door top

Together with all glassware, dishes, silverware, pots, pans, stock in trade and other miscellaneous articles incidental and used in the restaurant and tavern business, including any personal property which is hereafter purchased by the said party of the first part herein and used in connection with said business.

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 party 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 her part to be made and done, then this mortgage shall be void. And the said party of the first part hereby covenants and agrees 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
 - - - - - Ten Thousand - - - - - Dollars with six
 per cent interest thereon, payable in 139 monthly payments of not less than \$100.00 each,
 on or before the 12th 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 12th
 day of April, 19 54, 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 12th day of October,
 19 65.

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 party of the first part 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 - - - - - Ten Thousand - - - - - Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure 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 party of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Carscaden its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchas-

ers 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 party of the first part as their interest may appear.

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

Test:

[Signature]

Irene Viola Billard (SEAL)
IRENE VIOLA BILLARD

(SEAL)

State of Maryland,

Allegany County, to wit:

I hereby certify that, on this 12th day of March 1954 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Irene Viola Billard, widow, and she acknowledged the foregoing mortgage to be her 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 12th day of March, 19 54.



Patti Ann Davis
Notary Public

Comptrol and Seal *Leanne E*
Mtge Frostburg Md
March 24 1954

FILED AND RECORDED-MARCH 12" 1954 at 2:00 P.M.

This Mortgage, Made this 10th day of March, 1954,

by and between HERMAN R. DISHONG and LAURA EDITH DISHONG, 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 - - ONE THOUSAND - - - - - DOLLARS (\$1,000.00) being the balance of the purchase money for the property hereinafter described on his - - Seven and nine-thirteenths - - - - - (7-9/13) 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 Nine and 76/100 - - - - - DOLLARS (\$ 9.76), on or before the *tenth* 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 or parcel of ground situated immediately adjacent to the Town of Frostburg, Allegany County, Maryland, and known and distinguished as Lot No. 16 in Hitchins' First Addition to said Town of Frostburg, Maryland, said lot being more particularly described as follows:

BEGINNING at a point North 24-1/2 degrees West 50 feet from the intersection of the westerly side of Howard Street with the northerly side of Federal Street, said point being at the end of the first line of Lot No. 17 of said addition, and running thence North 24-1/2 degrees West 50 feet with the westerly side of Howard Street; thence South 64-1/2 degrees West 140 feet to a 15 foot alley; thence with said alley South 24-1/2 degrees East 50 feet; thence North 64-1/2 degrees East 140 feet to the place of beginning, as will more particularly appear by reference to a plat of Hitchins' First Addition to Frostburg, Maryland, and which is recorded in Deeds Liber 103, folio 725, among the Land Records of Allegany County, Maryland.

IT being the same property which was conveyed by William E. G. Hitchins, et ux, to Herman R. Dishong, et ux, by deed dated September 30, 1935, and recorded

in Deeds Liber 173, folio 495 among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To Have and to Hold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

DOLLARS

(\$) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments 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, 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:

Fréd W. Boettner

Herman R. Dishong (SEAL)
HERMAN R. DISHONG

Laura Edith Dishong (SEAL)
LAURA EDITH DISHONG

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 10th day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Herman R. Dishong and Laura Edith Dishong, 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 Fréd W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein; and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit.

Witness my hand and Notarial Seal.

Anna Jean...



Lots Nos. 130 to 139 inc: Beginning for the same at the intersection of the northerly side of LaVale Court with the westerly side of Suburban Drive and running then with said LaVale Court North 48 degrees 20 minutes West 477.4 feet to the easterly side of an alley, then with said alley North 48 degrees 53 minutes East 163.8 feet to the southerly side of Eleanor Street, then with said street South 48 degrees 20 minutes East 437.3 feet to the westerly side of Suburban Drive, and then with said drive South 34 degrees 50 minutes West 163.7 feet to the place of beginning.

Lots Nos. 140 to 147 inc: Beginning for the same at the intersection of the northerly side of LaVale Court and the easterly side of Suburban Drive, and running then with said LaVale Court South 48 degrees 20 minutes East 375.8 feet, then North 41 degrees 40 minutes East 162.5 feet to the southerly side of Eleanor Street, then with said street North 48 degrees 20 minutes West 395.7 feet to the easterly side of Suburban Drive, and then with said drive South 34 degrees 50 minutes West 163.7 feet to the place of beginning.

Lot No. 151: Beginning for the same at the intersection of the northerly side of LaVale Court with the westerly side of Atlantic Avenue, and running then with said LaVale Court North 48 degrees 20 minutes West 51.6 feet, then North 41 degrees 40 minutes East 162.5 feet to the southerly side of Eleanor Street, then with said street South 48 degrees 20 minutes East 56.8 feet to the westerly side of Atlantic Avenue, and then with said avenue South 43 degrees 28 minutes West 162.6 feet to the place of beginning.

Lots Nos. 152 and 153: Beginning for the same at the intersection of the northerly side of LaVale Court and the easterly side of Atlantic Avenue and running then with said LaVale Court South 48 degrees 20 minutes East 197 feet, then North 41 degrees 40 minutes East 73 feet, then North 48 degrees 27 minutes West 194.6 feet to the easterly side of Atlantic Avenue, and then with said avenue South 43 degrees 28 minutes West 73 feet to the place of beginning, and being part of the property which was conveyed unto the parties of the first part by deed of the Maryland Homes Company et al, dated November 13, 1952, and recorded in Liber 245, folio 565, Allegany County Land Records.

"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 thereof, 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 inter-

est 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 Seventy-five Thousand 00/100 -- (\$75000.00) -- 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 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:

[Signature] _____ [SEAL]
[Signature] _____ [SEAL]
Ethel M. Cover _____ [SEAL]
_____ [SEAL]



State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 11TH day of MARCH

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

Ralph G. Cover and Ethel M. Cover, 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 withln 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.

Wetzel City
March 26 54

FILED AND RECORDED MARCH 13th 1954 at 3:30 P.M.
THIS MORTGAGE, Made this 9th day of February, 1954,

by and between ANASTASIA RAFFERTY, 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 One Thousand Five Hundred (\$1,500.00) 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 Thirty Five
Dollars and Twenty Three Cents (\$35.23) on account of interest
and principal, payments to begin on the 9th day of April,
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 confirm unto the said party of the second part, its successors and assigns, all that lot or parcel of ground situated on the southwest side of Mill Street and the southeast side of a 12 foot alley in the City of Frostburg, Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at the point of intersection of the woutheast side of a 12 foot alley and the southwest side of Mill Street, said point of intersection being also the beginning of Lot No. 25 of the Amended Plat of Willison's Addition To Frostburg, as recorded in Liber No. 70, Folio 710; one of the Land Records of Allegany County, said point of intersection being also shown on a plat recorded in Plat Box No. 143 and referred to in the conveyance of the adjoining property by Charles A. Rafferty et ux. et al. to Gilbert Bittner et ux., by deed dated the 31st day of December, 1940, and recorded in Liber No. 189, Folio 4, one of the Land Records of Allegany County; and running thence with the said southeast side of the 12 foot alley, according to the aforementioned plat recorded in Plat Box 143, South 38 degrees and 10 minutes West, 200 feet to another alley in the rear of the property herein described; thence with the northerly side of the last named alley, South 50 degrees and 30 minutes East, 40-1/10 feet to the end of the third line of the aforementioned Gilbert Bittner deed; thence reversing the

said third line and the second line of the said Gilbert Bittner deed, North 36 degrees and no minutes East, 137-6/10 feet; and North 58 degrees and 57 minutes East, 50-95/100 feet to the said southwest side of Mill Street; thence with said southwest side of Mill Street, North 33 degrees and 14 minutes West, 53-5/100 feet to the beginning.

It being part of the same property which was conveyed to Charles Rafferty et ux. by two deeds: the First from Patrick

Rafferty et ux., dated the 16th day of October, 1902, recorded in Liber 94, Folio 93; and the Second from Mary A. Rafferty, dated the 4th day of March, 1909, and recorded in Liber 104, Folio 317; both being 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, does and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of One Thousand Five Hundred (\$1,500.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the party of the first part as hereinbefore set forth, and in the meantime does 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 commissions 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 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 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 the said mortgagor.

WITNESS:

Thomas J. Kauder

Mrs Anastasia Rafferty (SEAL)
Anastasia Rafferty

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 9th day of March, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ANASTASIA RAFFERTY, widow, and acknowledged the foregoing mortgage to be her 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.

A. A. Helmick
Notary Public
My Commission expires May 2, 1965

Handwritten: R. Hughes City
March 26 54

FILED AND RECORDED MARCH 13th 1954 at 9:10 A.M.
This Mortgage, made this 12th day of March, in the

year Nineteen Hundred and fifty-four, by and between
Edwin D. Hartman and Lottie J. Hartman, his wife,

hereinafter called Mortgagor, 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 1st of the first part and

Delbert R. Kitzmiller and Ollie M. Kitzmiller, his wife,

hereinafter called Mortgagee, 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 1 of the second part, witnesseth:

WHEREAS, the said Mortgagors are justly and bona fide indebted unto the said Mortgagees in the full sum of Three Thousand (\$3,000.00) Dollars, together with the interest thereon at the rate of Six (6%) per annum. The said Mortgagors do hereby covenant and agree to make payments of not less than Forty (\$40.00) Dollars each month on account of the principal indebtedness and interest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

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

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

All that lot, piece or parcel of land situate, lying and being along the Southerly side of McMullen Highway (originally called River Road), about 3 miles Westward of the City of Cumberland in Allegany County, State of Maryland, known and distinguished as Lot No. 4, Block 38 of Potomac Park Addition, and which said Lot No. 4 is described as follows, to-wit:

BEGINNING for the same at a point along the Southerly side of the McMullen Highway at the end of the first line of Lot No. 3 of said Block 38 and running thence with the Southerly side of McMullen Highway, South 69 degrees 31 minutes West 40 feet, thence at right angles to McMullen Highway, South 20 degrees 29 minutes East 120 feet to the Northerly side of a 20-foot alley, thence with the Northerly side of said alley, North 69 degrees 31 minutes East 40 feet to the end of the second line of aforesaid Lot No. 3, Block 38, thence reversing said second line, North 20 degrees 29 minutes West 120 feet to the place of beginning.

ALSO: All that lot, piece or parcel of land situate, lying and being along the Southerly side of McMullen Highway (originally called River Road) about 3 miles West of the City of Cumberland, Allegany County, State of Maryland, and known as part of Lot No. 5 of Block 38, and being more particularly described as follows, to-wit:

BEGINNING for the same at a point along the Southerly side of the McMullen Highway at the end of the first line of Lot No. 4 of said Block 38, and running thence with the Southerly side of the McMullen Highway, South 69 degrees 31 minutes West 6 feet, thence at right angles to McMullen Highway, South 20 degrees 29 minutes East 120 feet to the

Northerly side of a 20-foot alley, thence with the Northerly side of said alley, North 69 degrees 31 minutes East 6 feet to the end of the second line of aforesaid Lot No. 4, Block 38, thence reversing said second line, North 20 degrees 29 minutes West 120 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Frank Lee Clymer, Jr. and wife, by deed dated the 12th day of March, 1954, and to be recorded among the Land Records of Allegany County.

Subject, however, to the covenants and reservations as set forth and contained in the deed hereinbefore referred to.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagee s the aforesaid Three Thousand (\$3,000.00) 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 Mortgagee s 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 Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor s . 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 Mortgagee s , the improvements on the hereby mortgaged land to an amount of at least

Three Thousand (\$3,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee s to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee s ; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal s of said Mortgagor s

Agent: George R. Hughes

Edwin D. Hartman (SEAL)
Edwin D. Hartman
Lottie J. Hartman (SEAL)
Lottie J. Hartman
(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 12th day of March, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Edwin D. Hartman and Lottie J. Hartman, his wife,

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

the within named Mortgagee s , and made oath in due form of law that the foregoing 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
Notary Public

Compared and ~~seen~~ Delivered &
To *Wright City*
March 26 1954

LIBER 303 PAGE 260

3

FILED AND RECORDED MARCH 13th 1954 at 9:10 A.M.

This Mortgage, Made this 12th day of

March in the year nineteen hundred and fifty-four, by and between Mason's Dairy, Inc., a corporation, duly incorporated under the laws of the State of Maryland,

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
Mason's Dairy, Inc.

stand indebted unto the said The Liberty Trust Company in the just and full sum of Forty Thousand Seven Hundred (\$40,700.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of four & One-Half per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1954.

The obligation as evidenced by this Mortgage is further secured by a Chattel Mortgage on dairy machinery and equipment and by the assignment of a beneficial interest in real property, all bearing date the day of , 195 . It being understood, however, that the total obligation as evidenced by all of said instruments is Forty Thousand Seven Hundred (\$40,700.00) Dollars, together with the interest thereon at the rate herein expressed.

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

Mason's Dairy, Inc.

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, situate, lying and bein along the County Road leading from Pinto to Cresaptown in Election District No. 7, in Allegany County, Maryland, which is more particularly described as follows:

BEGINNING for the same at an iron pipe driven at a point on the Mason Dairy property on the County road from Cresaptown to Pinto near the Southeast corner of the milk bottling building, the said iron pipe being located South 54 degrees 38 minutes West 56.92 feet from the Southeast corner of the stone masonry portion of the bottling building and also South 39 degrees 39 minutes East 89.42 feet from the extreme South corner of the concrete block cattle barn on the opposite side of the said road; thence North 67 degrees 30 minutes East 164.00 feet to a stake, thence North 22 degrees 30 minutes West 86.0 feet to a point 33 feet from the center of the County road; thence with the Southeasterly side of the County road right-of-way, South 52 degrees 00 minutes West 170.60 feet; thence leaving said right-of-way, South 22 degrees 30 minutes East 40.00 feet to the beginning.

It being the same real property which was conveyed unto Mason's Dairy, Inc., by Bert A. Mason, Jr., Trustee, by deed bearing date the 6th day of July, 1951, and duly recorded among the Land Records of Allegany County.



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

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

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

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

AND 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

Forty Thousand Seven Hundred (\$40,700.00) - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

WITNESS, the said and said of said mortgagor the signature of Bert A. Mason.

Jr., President of Mason's Dairy, Inc., and the corporate seal hereto attached, all duly attested by the Secretary the day and year above written.

ATTEST:
Mary E. Mason
Secretary

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
MASON'S DAIRY, INC.
By Bert A. Mason, Jr. XXXXX
Bert A. Mason, Jr. President



STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:
I, Charles A. Piper, that on this 12th day of March in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Bert A. Mason, Jr.,

President of Mason's Inc., and he acknowledged, the foregoing mortgage to be the corporate 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, 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.

Charles A. Piper
Notary Public



Compared and seen Witnessed &
To Mtipe City
March 26 54

FILED AND RECORDED MARCH 13th 1954 at 9:10 A.M.

THIS MORTGAGE, Made this 9th day of March, 1954, by and between George C. Jones and Loretta M. Jones, 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 Elizabeth Rhodes Buchanan, 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 Forty-Two Hundred Dollars (\$4200.00), 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 March, 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 George C. Jones and Loretta M. Jones, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee for Elizabeth Rhodes Buchanan, its successors or assigns, the following property, to-wit:

All that lot on Gephart Drive in Cumberland, Allegany County, Maryland, known as Lot No. Twenty-Five, in Annandale Addition to Cumberland, said lot being described as follows:

BEGINNING on the Southeasterly aide of Gephart Drive, at the end of the first line of Lot No. Twenty-Four, said point being also South 49 degrees 23 minutes West 360 feet from the intersection of the Southeasterly side of Gephart Drive with the Southwesterly side of a fifteen-foot alley, and running thence with said Gephart Drive, South 49 degrees 23 minutes West 40 feet; then at right angles to said Gephart Drive, South 40 degrees 37 minutes East 85 feet to a fifteen-foot alley; thence with said alley, North 49 degrees 23 minutes East 40 feet to Lot No. 24; then reversing the second line of said Lot No. 24, North 40 degrees 37 minutes West 85 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors, by Henry A. Kienhofer, widower, by deed dated the 23rd day of August, 1941, and recorded in Liber No. 191, folio 170, 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 Forty-Two Hundred Dollars (\$4200.00), 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 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 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 Forty-Two Hundred Dollars (\$4200.00), 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 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:

[Handwritten signature]-----

George C. Jones----- (SEAL)
George C. Jones

Loretta M. Jones----- (SEAL)
Loretta M. Jones

STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this *9th* day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared George C. Jones and Loretta M. Jones, 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.



Geo. A. Siebert
Notary Public

Compared and Mailed *ccmcc*
To *Mtze City*
March 26 1954

FILED AND RECORDED MARCH 13th 1954 at 9:40 A.M.

This Mortgage, Made this 12th

day of March in the year nineteen hundred and ~~twenty~~ fifty-four
By and Between Raymond Welsh and Dorothy I. Welsh, his wife,

of Allegany County, in the State of Maryland,
parties of the first part, and THE ALLEGANY BUILDING, LOAN AND SAVINGS COMPANY, of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, Witnesseth:

Whereas, the said parties of the first part
being members of the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, have received therefrom an advance or loan of Sixteen
Hundred and 00/100 - - - - - dollars, on their sixteen (16)
shares, class "A" stock upon condition that a good and effectual mortgage be executed by the said parties of the first part
to said body corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned on the part of the said parties



of the first part.

Now Therefore, this Mortgage Witnesseth, That in consideration of the premises and the sum of one dollar, the said parties of the first part

do hereby grant, bargain and sell and convey unto the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, its successors and assigns, all those pieces or parcels of ground situate, lying and being in Allegany County, State of Maryland, known and designated as Lots Nos. 83 and 84 in the Humbird Land and Improvement Company's Addition to Cumberland, Maryland and described as follows:

LOT NUMBER 83: BEGINNING on the South side of Offutt Street at the end of the first line of Lot Number 82 and running thence with said street, South $53\frac{1}{2}$ degrees East 25 feet; then South $36\frac{1}{2}$ degrees West 125 feet to an alley, and with it, North $53\frac{1}{2}$ degrees West 25 feet to the end of the second line of Lot Number 82, and with it, reversed, North $36\frac{1}{2}$ degrees East 125 feet to the beginning.

LOT NUMBER 84: BEGINNING on the South side of Offutt Street at the end of the first line of Lot No. 83 in said Addition, and running thence with said street, South $53\frac{1}{2}$ degrees East 25 feet; thence South $36\frac{1}{2}$ degrees West 125 feet to an alley, and with it, North $53\frac{1}{2}$ degrees West 25 feet to the end of the second line of lot No. 83; and with it, reversed, North $36\frac{1}{2}$ degrees East 125 feet to the beginning.

BEING the same property conveyed unto the said Raymond Welsh and Bessie N. Welsh, his then wife, as tenants by the entireties, by George C. Frey, Administrator of the Estate of Antonio Joffra, deceased, Trustee, by a deed dated September 5, 1947, and recorded in Liber 217, folio 124, one of the Land Records of Allegany County, Maryland, the said Bessie N. Welsh having, since the date of that said deed, departed this life, whereupon the title to said property vested in the said Raymond Welsh, her surviving husband, who since married the said Dorothy I. Welsh, his present wife.

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

To have and to hold the above granted property unto the said body corporate, its successors and assigns, forever in fee simple.

Provided however, That if the said parties of the first part, their heirs and assigns, - - - - - make or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties

of the first part - - - - -
hereby covenant and agree with the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, its successors or assigns, to pay and perform as follows, that is to say:

FIRST. To pay to the said Corporation, its successors or assigns, the said principal sum of Sixteen Hundred and 00/100 at the rate of 6% per annum, dollars with interest thereon, payable in monthly payments of not less than \$ 16.00 and interest, on or before the first Monday of each and every month hereafter, until the whole of said principal debt and interest is paid, the first monthly payment being due on the first Monday in April, 1954, at the office of the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland.

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

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

Provided, That if default should be made by the said parties of the first part, their heirs and assigns, or by any one who may assume the payment of this mortgage, in the payments of the aforesaid sums of money or either 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 The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, or its assigns, or ~~its or their~~ its or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or purchasers thereof or to his, her or their heirs or assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in event of a sale of said property under the powers hereby granted, the proceeds arising from said sale shall be applied.

FIRST. To the payment of all expenses incident to such sale, including taxes and a commission of eight per cent, to the party selling or making such sale.

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

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

Test: Miles J. Anich

Raymond Welsh
RAYMOND WELSH. (SEAL)

Miles J. Anich
State of Maryland,
Allegany County, to-wit: }

Dorothy I. Welsh
DOROTHY I. WELSH. (SEAL)

I Hereby Certify, That on this 12th day of March in the year nineteen hundred and ~~twenty~~ fifty-four, before me, the subscriber a Notary Public of the State of Maryland in and for Allegany County, personally appeared Raymond Welsh and Dorothy I. Welsh, his wife, and they acknowledged the foregoing mortgage to be their respective

And at the same time before me also personally appeared Arthur H. Amick, Secretary and Agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal the day and year aforesaid.

Michael Amick
 Notary Public
 State of Maryland

*Compared and attested
 Herbert The Seal and Co. Equitable
 Life Insurance Fund National Bank
 City March 26 54*

FILED AND RECORDED MARCH 15 1954 AT 10:30 A.M.

THIS DEED OF RELEASE, Made this 2nd day of January, 1954, by Fred B. Griffith, of Allegany County and the State of Maryland.

WHEREAS, by mortgage bearing date the 6th day of November, 1950, under the hands and seals of Alvin R. Ingram, John I. Spiker and Abe Loundy, Successor Trustees for the Military Order of the Purple Heart of Cumberland, Maryland, the ground and premises therein described or mentioned became limited and assured unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation, by way of mortgage, for the purpose of securing the payment of the sum of fifty-five hundred (\$5,500.00) dollars, and interest, at the period expressed in that indenture, as by reference thereto, recorded among the Land Records of Allegany County, Maryland, in Liber No. 240, folio 423, will more fully appear; and whereas, the said mortgage was on the 20th day of June, 1951, assigned by said The Fidelity Savings Bank of Frostburg to the said Fred B. Griffith, as will fully appear by reference to said assignment recorded at or near the foot of the mortgage aforesaid, recorded as hereinbefore set forth; and whereas, a mortgage of the aforesaid ground and premises, bearing date of the 1st of January, 1954, which is to be recorded among the Land Records aforesaid, has been executed by Herbert McFarland, Abe Loundy and Alvin R. Ingram, Successor Trustees for the Military Order of the Purple Heart of Cumberland, Maryland, to Fred B. Griffith, Sr. and Mary C. Griffith, his wife, in the sum of fifty-three hundred (\$5,300.00) dollars, and interest, to secure the payment of the entire balance, and all interest thereon

128 311 271

...under the mortgage herein first above mentioned, and
further to secure the payment of a loan of three hundred and
eighty dollars and one cent (\$380.01), the receipt of which is
herely acknowledged, made and advanced by the said Fred B.
Griffith, Sr. and Mary M. Griffith, his wife, to the said
Robert McFarland, Abe Lounsbury and Alvin R. Ingram, Successor
trustees for the Military Order of the Purple Heart of Cumberland,
Maryland, whenever this instrument is executed.

...this deed of release witnesseth that,
in consideration of the premises and the sum of one (\$1.00)
dollar, the said Fred B. Griffith does hereby grant and release
unto the said Alvin R. Ingram, John I. Spiker and Abe Lounsbury,
Successor trustees for the Military Order of the Purple Heart
of Cumberland, Maryland, all that lot of ground and premises
situate, siting and containing by the mortgage aforesaid that
...of November, 1930, and receipt of the
...to the said Alvin R. Ingram, John I. Spiker
and Abe Lounsbury, Successor trustees for the Military Order of the
Purple Heart of Cumberland, Maryland, their successors and assigns,
in the same manner as if the mortgage referred to in this release
with hereunto been executed.

...and seal the day and year last
above written.

WITNES:
John I. Spiker Fred B. Griffith

NOTARY PUBLIC, MARYLAND COUNTY, TO-WIT:
I, _____, that on this _____ day of _____, 1934,
in presence of a Notary Public of the State of Maryland, in and for
Maryland County aforesaid, personally appeared Fred B. Griffith,
and acknowledged the aforesaid instrument of writing to be his
act and deed.

WITNESS my hand and seal the day and year last above
written.

Notary Public
NOTARY
PUBLIC

Compared and Mailed Received
 to Judge State of West Virginia
 Apr 5 10 54

FILED AND RECORDED FEBRUARY 5th 1954 at 10:50 a.m.

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this ~~Feb~~^{February} day of ~~January~~^{January}, 1954, by and between E. O. CLOWER, of Romney, West Virginia, party of the first part, and CHARLES CLISE, of Loneconing, Allegany County, Maryland, party of the second part.

WITNESSETH:

WHEREAS, the said party of the first part is justly and bona fide indebted unto the said party of the second part in the full sum of FOUR THOUSAND (\$4,000.00) DOLLARS payable without interest one year after date hereof, which said sum the party of the first part hereby covenants and agrees to pay to the party of the second part, as and when the same shall be due and payable.

NOW THEREFORE, This Chattel Mortgage witnesseth, that in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid, and in order to secure the prompt payment of aforesaid indebtedness, the said party of the first part does hereby bargain, sell, transfer and assign unto the party of the second part, his personal representative, heirs and assigns, the following described personal property located on the farm of the party of the second part near the Town of Loneconing, Allegany County, Maryland, and which said personal property shall at all times during the tenure of this mortgage or any renewal thereof shall be kept within Allegany County, Maryland or Hampshire County, State of West Virginia, to-wit:

ONE (1) P. and H. DIESEL POWERED 3/4 a.y. POWER SHOVEL
 SERIAL NO. 12507.

IT BEING the same property which was conveyed to the party of the first part by a Bill of Sale, dated January 11, 1954, from Laub, Collins and Troll of Somerset, Pennsylvania.

TO HAVE AND TO HOLD the above described personal property unto the said party of the second part, his personal representatives, heirs and assigns, absolutely.

PROVIDED, however, that if the said party of the first part shall well and truly pay the aforesaid debt at the time herein before set forth then this Chattel Mortgage shall be void.

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

and these presents are hereby declared to be made in trust, and the party of the second part, his personal representatives, heirs and assigns or Leslie J. Clark, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where said personal property may be found, and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which said sale shall be made in the manner following, to-wit: by giving at least ten (10) 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 of said sale shall be applied first to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale, secondly, to the payment of all moneys owing under this mortgage, whether the same shall have matured or not; and as to the balance to pay the same over to the party of the first part, his personal representatives and assigns, and in case of advertisement under the above power of sale but no sale, one-half the commissions shall be allowed and paid by the party of the first part, his personal representatives or assigns.

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

THE PARTY OF THE FIRST PART agrees to insure said property against loss by fire, explosion and physical damage and during the existence of this mortgage to keep it insured in some company acceptable to the party of the second part in the sum of Four Thousand (\$4,000.00) Dollars and to pay the premiums thereon and to cause the policy issued therefor to be endorsed in case of said loss to insure to the benefit of the party of the second part to the extent of his lien or claim therefor, and to place such policy forthwith in the possession of the party of the second part.

WITNESS the hand and seal of the party of the first part the day and year first above written.

WITNESS:

Thomas H. Taylor

E. O. Clower (SEAL)
E.O. CLOWER

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, that on this 2d day of February, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared E.O. CLOWER, the within mortgagor, and acknowledged the foregoing Chattel Mortgage to be his act and deed, and at the same

time, before me also appeared Charles Clise, 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 setforth.

WITNESS my hand and Notarial Seal.

MY COMMISSION EXPIRES MAY 2, 1955

Thomas H Taylor
Notary Public



*Delivered
and secured
Mtge City
Apr 5 1954*

This Mortgage. Made this 12th day of MARCH,
in the year Nineteen Hundred and Fifty Four, by and between

James R. Canfield and Emma J. Canfield, his wife,

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

The Liberty Trust Company, Trustee under the
Will of Myrtle L. Clingerman, a Maryland corporation,

of Allegheny County, in the State of Maryland,
part Y of the second part, WITNESSETH:



Whereas, the parties of the first part are now indebted to the party of the second part in the full and just sum of One Thousand Six Hundred Sixty-Eight Dollars and Eighty Cents (\$1,668.80), payable with interest at the rate of 5% per annum in monthly payments on the principal and interest of not less than Thirty (\$30.00) 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

parties of the first part

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

party of the second part, its successors

and assigns, the following property, to-wit: All that lot or parcel of ground situated on the Easterly side of the Oldtown Road, in the City of Cumberland, Allegany County, Maryland, being all of Lot "A" and part of Lot "B" on the plat filed in No. 12,590 Equity, in the Circuit Court for Allegany County, Maryland, and more particularly described as follows:

Beginning for the same at a fence post planted at the intersection of the Northwesterly side of Rolling Mill Alley with the Easterly side of the Oldtown Road, and running thence with the Easterly side of the Oldtown Road, North 16 degrees 28 minutes West 84 feet to a chiseled "X" on the Easterly side of the Oldtown Road; thence leaving said Oldtown Road and with the established line of fence, North 72 degrees 16 minutes East 102.8 feet to a locust post standing in the established line of fence on the West side of a 12 foot alley; thence with the West side of the 12 foot alley, South 40 degrees 40 minutes East 36.7 feet to Rolling Mill Alley; and with it, South 49 degrees 20 minutes West 129 feet to the place of beginning.

Being a part of the same property conveyed by Myrtle L. Clingerman to James R. Canfield et ux by deed dated October 2, 1948, and recorded in Liber No. 222, folio 470, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

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

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

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

successors or assigns, the aforesaid sum of

- - - One Thousand Six Hundred Sixty-Eight Dollars and Eighty Cents (\$1,668.80)

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 or assigns~~ and assigns, or Wilbur V. Wilson, 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 One Thousand Six Hundred Sixty-Eight Dollars and Eighty Cents (\$1,668.80) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its 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:
Margaret H. Howell
Margaret H. Howell
James R. Canfield [SEAL]
Emma J. Canfield [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 12th day of March, in the year nineteen Hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared James R. Canfield and Emma J. Canfield, his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared John J. Robinson, Vice President of The Liberty Trust Company, Trustee, a corporation, 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 such Vice President and duly authorized by said corporation to make this affidavit.



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

George A. Sierbert
Notary Public.

Compared and Mailed *Received*To *Mt. Liberty in Bess*
*Apr 5 1954*FILED AND RECORDED MARCH 15th 1954 at 10:30 A.M.**This Mortgage,** Made this 1st day of Januaryin the year Nineteen Hundred and Fifty-Four, by and between
Herbert McFarland, Abe Loundy and Alvin R. Ingram, Successor Trustees
for the Military Order of the Purple Heart of Cumberland, Maryland,of Allegany County, in the State of Marylandparties of the first part, and Fred B. Griffith, Sr. and Mary C. Griffith,
his wife,of Allegany County, in the State of Maryland,

parties of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly indebted unto the parties of the second part in the full and just sum of FIFTY-THREE HUNDRED (\$5,300.00) DOLLARS which was this day advanced by the parties of the second part to the parties of the first part, the receipt of which is hereby acknowledged by the said parties of the first part, and

WHEREAS, the aforesaid sum of fifty-three hundred (\$5,300.00) dollars, with interest at the rate of five (5%) per centum per annum, is payable by the parties of the first part to the parties of the second part in equal quarterly installments of fifty (\$50.00) dollars on account of the principal sum of said mortgage indebtedness, plus interest, the first payment to be made on the 1st day of April, 1954, and continuing on the same day of each successive third month thereafter until the principal of said mortgage indebtedness and interest are fully paid, it being the intention of the parties hereto that the principal amount of said mortgage indebtedness be reduced in the sum of fifty (\$50.00) dollars quarterly, in addition to the payment of interest, but privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

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 Herbert McFarland, Abe Loundy and Alvin R. Ingram, Successor Trustees for the Military Order of the Purple Heart of Cumberland, Maryland, parties of the first part,

do hereby give, grant, bargain and sell, convey, release and confirm unto the said Fred B. Griffith, Sr. and Mary C. Griffith, his wife, parties of the second part, as tenants by the entireties, their heirs and assigns, in fee simple,

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

All that lot or parcel of ground situated on the Southeastly

side of Green Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot 51 in Annandale Addition to Cumberland, and particularly described as follows, to wit:

BEGINNING for the same on the Southeasterly side of Green Street at the end of the third line of a lot conveyed by Hume O. Annan to Isaac H. Bane and wife by deed dated May 26, 1921, and recorded in Liber No. 136, folio 673, of the Land Records of Allegany County, and running thence reversing said third line, South 40 degrees 37 minutes East 100 feet to the Northwesterly side of an Alley, thence with said side of said Alley, North 49 degrees 23 minutes East 50 feet to Lot Number 50, thence with the Southwesterly side of said Lot No. 50 and at right angles to said Alley, North 40 degrees 37 minutes West 82.54 feet to Green Street, then with Green Street, 52.96 feet to the place of beginning.

BEING the same property which was conveyed in trust unto John H. Pownall, Charles W. Harper and George M. Leib, Trustees for the Military Order of the Purple Heart of Cumberland, Maryland, their successors and assigns by Charles G. Holzshu, widower, by deed dated the 11th day of June, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 209, folio 366.

NOW, THEREFORE, FURTHER WITNESSETH:

That this mortgage shall secure such future advances, made at the option of the mortgagees prior to the payment of the mortgage debt, as are provided for by Article 66, Section 2, of the 1951 edition of the Annotated Code of the Public General Laws of 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 parties of the first part, their successors ~~ISSUE OR ASSIGNS~~ or assigns, do and shall pay to the said parties of the second part, their executors, administrators or assigns, the aforesaid sum of fifty-three hundred (\$5,300.00) 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 do

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 thesecond part, their

heirs, executors, administrators and assigns, or Robert MacDonald Bruce 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 successors ~~or assigns~~, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor ~~or their~~ / ^{successors} ~~or assigns~~.

And the said parties of the first part

Further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their heirs or assigns ~~the~~ improvements on the hereby mortgaged land to the amount of at least fifty-three hundred (\$5,300.00) -----Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee ~~s~~, their heirs or assigns, to the extent of his, 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 the day and year first above written.

Attest

Robert MacFarland

Herbert McFarland [Seal]
Herbert McFarland

Regina D. Santonico

Abe Loundy [Seal]
Abe Loundy

Regina D. Santonico

Alvin R. Ingram (SEAL)
Alvin R. Ingram
SUCCESSOR TRUSTEES FOR THE MILITARY ORDER OF THE PURPLE HEART OF CUMBERLAND, MARYLAND.

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 10th day of March in the year nineteen hundred and fifty-four, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared Herbert McFarland, Abe Loundy and Alvin R. Ingram, Successor Trustees for the Military Order of the Purple Heart of Cumberland, Maryland,

and they acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Fred B. Griffith, Sr., one of the

~~XXX~~ 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.



my hand and Notarial Seal the day and year aforesaid.

Regina D. Santonico
Notary Public

Compared and Mailed
Mortgage Liberty in Big City

FILED AND RECORDED MARCH 15" 1954 at 9:10 A.M.

This Mortgage, Made this 13 day of March

in the year Nineteen Hundred and fifty-four, by and between
Charles E. Ripper and Genevieve M. Ripper

of Allegheny County, County, in the State of Maryland

parties of the first part, and Harry Klein, Evelyn Klein, Jack
Brenberg and Iris Brenberg

of Jefferson County, in the State of Pennsylvania

parties of the second part, WITNESSETH:

Whereas, The said Mortgagee has this day loaned to the said Mortgageor the sum of three thousand three hundred twenty-three dollars and sixty-five cents (\$3,323.65) which said sum the Mortgageor agrees to repay in monthly installments with interest therein from the date hereof at the rate of six per cent (6%) per annum in the manner following: Mortgageor is to pay the sum of thirty-six dollars and ninety-one cents (\$36.91) monthly beginning April 30, 1954 and to continue for a period of ten (10) years at which time the full sum of \$3,323.65 will be repaid. The Mortgageor has the privilege to pay this debt in full 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 Mortgageor

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

heirs and assigns, the following property, to-wit: ALL that lot or parcel of ground situated near Oldtown in Allegheny County, Maryland, on the East side of Warrior Mountain Road and more particularly described as follows:

BEGINNING for the same at a stake standing at the Northwest corner of a parcel of ground conveyed by Bertha V. Miller, unmarried, to Bessie Hite by deed dated September 13, 1947, and recorded in Liber 217, folio 126, one of the Land Records of Allegheny County, Maryland, said stake also standing at the beginning of a deed from



Bertha V. Miller, unmarried, to Franklin D. James, et. ux., dated May 29, 1947, and recorded in Liber 215, folio 419, of the aforesaid Land Records, and running thence with the East side of Warrior Mountain Road and with a part of the first line of the aforementioned deed to Franklin D. James, et. ux., North 11 degrees 24 minutes, West 83 feet, 8 inches to a stake standing 4 feet, 8 inches east of a white oak tree; thence leaving said first line and constructing the following two new division lines; South 80 degrees, 44 minutes, West 159 feet to a stake, thence South 11 degrees, 44 minutes, West 83 feet, 8 inches to a stake standing at the end of 250.8 feet on the fourth line of the deed from Bertha V. Miller to Franklin D. James, et. ux., aforesaid, and running thence with the remainder of said fourth line North 67 degrees 44 minutes, West 159 feet to the place of beginning (magnetic bearings as of April 24, 1952 and horizontal measurements being used throughout).

IT BEING a part of the same property, which was conveyed by Bertha V. Miller, unmarried, to Franklin D. James and Ruthella F. James, his wife, by deed dated May 29, 1947 and recorded in Liber 215, folio 419, one of the Land Records of Allegany County, Maryland.

IT BEING the same property, that was conveyed by Franklin D. James, et. ux., to Harry F. Liper, et. ux., the said Mortgagee, by deed dated May 20, 1953 and recorded among the Land Records of Allegany County, Maryland in Liber 241, folio 127.

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

Provided, that if the said Mortgagor

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

executor, administrator or assigns, the aforesaid sum of Three Thousand Three Hundred Twenty-three Dollars and Sixty-five Cents (\$3,323.65)

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

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

their

heirs, executors, administrators and assigns, or Milton Gerson 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 Mortgagee

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 Mortgagee

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 Three Hundred Twenty-three Dollars and Sixty 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 \$3,323.65 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:

Milton Gerson
Milton Gerson

Harry F. Piper [SEAL]
Genevieve M. Piper [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 13 day of March

in the year Nineteen Hundred and fifty-four, before me, the subscriber,

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

Harry F. Piper and Genevieve M. Piper

and they acknowledged the foregoing mortgage to be their

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

Roslyn Klein, Jack Eisenberg and Marie Eisenberg

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.

William A. [Signature]
Notary Public

Forthburg Maryland June 30 1954
For this returned to Harry Piper, without record,
to with a new original mortgage to the brother
M.G.
M.G.
M.G.

Compared and ~~read~~ Delivered

To *Geo. H. Lippert City City*
April 5 1954

FILED AND RECORDED MARCH 15th 1954 at 12:45 P.M.

This Mortgage, Made this 12TH day of MARCH in the year Nineteen Hundred and fifty-four by and between

Fred W. Beaman and Virgie V. Beaman, his wife,

of Allegany County, in the State of Maryland, part 192 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 Nine Thousand Two Hundred Fifty-five 60/100 - - - - - 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 Fifty-eight 59/100 - - - (\$58.59) - - - - - 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 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 known as
Lots Nos. 44 and 45, and an unnumbered lot lying adjacent to Lot No. 45, in Block No. 40, in the Potomac Park Addition to the City of Cumberland, Maryland, located near the McMullen Boulevard, formerly River Road, about three miles southwest of the City of Cumberland, Maryland, the plat courses and distances of which are recorded in Plat Case Box No. 137 among the Land Records of said Allegany County, special reference to which said plat is hereby made, and which are more particularly described as follows:

Lot No. 44: Beginning at a point on the Southerly side of



Avenue "M" at the end of the first line of Lot No. 43 and running then with said Avenue "M" North 38 degrees 54 minutes West 40 feet, then at right angles to said Avenue "M" South 51 degrees 06 minutes West 120 feet to a 20 foot alley, and with it South 38 degrees 54 minutes East 40 feet to the end of the second line of Lot No. 43, and reversing said second line North 51 degrees 06 minutes East 120 feet to the beginning..

Lot No. 45: Beginning at a point on the Southerly side of Avenue "M" at the end of the first line of Lot No. 44 and running then with said Avenue "M", North 38 degrees 54 minutes West 40 feet, then at right angles to said Avenue "M", South 51 degree 06 minutes West 120 feet to a 20 foot alley, and with it South 38 degree 54 minutes East 40 feet to the end of the second line of Lot No. 44, and reversing said second line North 51 degrees 06 minutes East 120 feet to the beginning.

Unnumbered Lot: All that unnumbered lot in Block No. 40 in said addition which lies immediately to the West of and adjacent to Lot No. 45 in said Block No. 40 in said addition, which is triangular in shape and which fronts on the Southerly side of Avenue "M".

Being the same property which was conveyed unto the parties of the first part by deed of Weeley A. McGraw and Mary C. McGraw, his wife, dated the 18th day of February, 1953, and recorded among the Land Records of Allegany County, Maryland in Liber No. 250, folio 110.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said 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 Nine Thousand Two Hundred Fifty-five 60/100 - - - - - 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 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:

[Handwritten signature]

Fred W. Beaman [SEAL]
Fred W. Beaman

Virgie V. Beaman [SEAL]
Virgie V. Beaman

_____ [SEAL]

_____ [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 12TH day of MARCH
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Fred W. Beeman and Virgie V. Beeman, 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.

Notges R03 Bedford Realty

FILED AND RECORDED MARCH 15th 1954 at 3:30 P.M.
This Mortgage, Made this 15th day of March

in the year Nineteen Huhdred and Fifty Four, by and between

Mary A. Brown, widow,

of Allegany County, in the State of Maryland

party of the first part, and

John Homer Cordry and Rosalie L. Cordry, his wife,

of Allegany County, in the State of Maryland

partias of the second part, WITNESSETH:

Whbercas, the party of the first part is now indebted to the said John
Homer Cordry and Rosalie L. Cordry, his wife, as tenants by the entireties, in



the full and just sum of Four Thousand Five Hundred (\$4,500.00) Dollars, for which she has given her promissory note of even date herewith payable on or before five years after date with interest at the rate of 5% per annum payable semi-annually and in monthly payments on the principal of not less than Three Hundred Ninety (\$390.00) Dollars every six months.

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

heirs and assigns, the following property, to-wit: All that lot or parcel of ground situated on the westerly side of the Bedford Road, in Election District No. 5, Allegany County, State of Maryland, being part of the same property conveyed by Hosea H. Kennedy et ux to Wilbur F. McElfish by deed dated April 2, 1896, and recorded in Liber No. 78, folio 598, one of the Land Records of Allegany County, Maryland, the part hereby conveyed being described as follows:

Beginning at a stake on the Westerly margin of the Bedford Road at the end of 250 feet on a line drawn North 30-3/4 degrees East from the end of 538 feet on the second line of the aforesaid Kennedy tract and running thence by parcel No. 2 of this group, North 59-1/4 degrees West 200 feet to a stake; thence North 30-3/4 degrees East 50 feet to a stake; thence South 59-1/4 degrees East 200 feet to a stake; thence by the Bedford Road, South 30-3/4 degrees West 50 feet to the beginning; it being parcel No. 3 of this group of parcels.

Being a part of the same property conveyed by Hosea H. Kennedy et ux to Wilbur F. McElfish by deed dated April 2, 1896, and recorded in Liber No. 78, folio 598, of the Land Records of Allegany County, Maryland, which was later conveyed, after the death of Wilbur F. McElfish intestate, by all his heirs-at-law to his widow, Hannah B. McElfish, by deed dated January 10, 1925, and recorded in Liber No. 149, folio 335, of said Land Records, thus vesting the said Hannah B. McElfish with an entire interest in said Kennedy parcel of land; and being the same property conveyed by the said Hannah B. McElfish to Mary A. Brown by deed dated April 9, 1947, and recorded in Liber No. 214, folio 557, of said Land Records. Reference to said deeds is hereby made for a further description.

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

Provided, that if the said _____ 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 _____

Four Thousand Five Hundred (\$4,500.00) 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 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, 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 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

Four Thousand Five Hundred (\$4,500.00) 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 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:

Joyce Harriet Darvey

Mary A. Brown [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 15th day of March

in the year nineteen Hundred and Fifty Four, before me, the subscriber,

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

Mary A. Brown, widow,

and _____ acknowledged the foregoing mortgage to be _____ her
act and deed; and at the same time before me also personally appeared _____

Wilbur V. Wilson, Agent of

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



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

Guy W. Nunnemaker
Notary Public.

Compared and Mailed *Received*

To *Mtge City*

Apr 5 1954

FILED AND RECORDED MARCH 15th 1954 at 3:20 P.M.
PURCHASE MONEY

This Mortgage, Made this 15th day of March
in the year Nineteen Hundred and Fifty-four _____, by and between

Roy E. Smith and Doris G. Smith, his wife,

of Allegheny County, in the State of Maryland
part 1st of the first part, and _____

The Second National Bank of Cumberland, a National Banking
Corporation with its principal place of business in Cumberland,

of Allegheny County, in the State of Maryland
part 2^d 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 \$5600.00
with interest at the rate of 4 1/2% per annum computed monthly on
unpaid balances, said indebtedness to be amortized over a 15 year
period by the payment of at least \$42.84 per month, the first
monthly payment being due and payable 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 being first applied to the accrued in-
terest and the balance to the principal, to secure which said
principal together with the interest accruing thereon these presents
are executed. Privilege is reserved to prepay at any time, without
premium or fee, the entire indebtedness or any part thereof not
less than the amount of one installment or \$100.00, whichever is
less.

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

Roy E. Smith and Doris G. Smith, his wife,
do give, grant, bargain and sell, convey, release and confirm unto the said
Second National Bank of Cumberland, its successors
heirs and assigns, the following property, to-wit:

All those lots or parcels of ground situated in Cellulose City, Allegany County, Maryland, known and distinguished as Lots Nos. 175 and 176, Section C on the plat of said Addition which is recorded in Plat Book No. 1, folio 49 among the Land Records of Allegany County, Maryland, which said lots are more particularly described in one parcel as follows, to-wit:

Beginning for the same at a peg on the easterly side of Howard Street at the intersection of said side of said Street with the northerly side of First Avenue and running then with said side of said Howard Street, North 8 degrees West 50 feet; then North 82 degrees East 100 feet to an alley; then with said alley, South 8 degrees East 50 feet to the northerly side of First Avenue and then with said side of said First 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 part by deed of Frank E. Strawser and Vicie L. Strawser, 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.

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 Roy E. Smith and Doris G. Smith, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Second National Bank of Cumberland, its successors ~~executor or administrator~~ or assigns, the aforesaid sum of

Fifty-six Hundred 00/100 - - - - - (\$5600.00) - - - - -

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

Roy E. Smith and Doris G. Smith, 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 Roy E. Smith and Doris

G. Smith, 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

Second National Bank of Cumberland, its successors

~~trustees, receivers, administrators~~ and assigns, or Harry I. Stegmaler, 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 Roy E. Smith and

Doris G. Smith, 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 Roy E. Smith and Doris G. Smith, 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

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

Fifty-six Hundred 00/100 - - - (\$5600.00) - - - - - 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 ~~and~~ 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.

Attor:
Harry I. Stegmaler
Harry I. Stegmaler

Roy E. Smith [SEAL]
Roy E. Smith
Doris G. Smith [SEAL]
Doris G. Smith

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 15th day of March,

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

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

Roy E. Smith and Doris G. Smith, his wife,

and they acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared Joseph M. Naughton, President of the Second National Bank of Cumberland,

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



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

Chas. E. Sklar
Notary Public.

*Compared and sworn before
to Leo H. Lippert City Clerk
April 5 54*

FILED AND RECORDED MARCH 16th 1954 at 12:30 P.M.

This Mortgage, Made this 15TH day of MARCH in the
year Nineteen Hundred and fifty -four by and between
Byron H. Kissel, Jr. and Ann B. Kissel, his wife,

_____ of Allegany County, in the State of Maryland, part 122 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 Sixty-one Hundred Fifty & 00/100 - - - (\$6150.00) - - - 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 25/100 - - - - (\$50.25) - - - - 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:

Lot No. 39:
All that lot fronting 40 feet on Buchanan Avenue near Narrows Park, in Allegany County, Maryland, known as Lot No. 39 in Narrows Park First Addition, now called "Park Heights", said lot being described as follows, to-wit:

Beginning on the Southwesterly side of Buchanan Avenue at the end of the first line of Lot No. 38, being also South 39 degrees East 81.9 feet from the intersection of said side of Buchanan Avenue with the Southeasterly side of First Street, and



running then with Buchanan Avenue South 39 degrees East 40 feet; then South 51 degrees West 120 feet to a 15 foot alley; then with said alley North 39 degrees West 40 feet to Lot No. 38; then reversing the second line thereof North 51 degrees East 120 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of James R. Saylor and Bertha V. Saylor, his wife, dated November 17, 1947, recorded in Liber 218, folio 152, Land Records of Allegany County, Maryland.

Lot No. 40:

All that lot fronting 40 feet on Buchanan Avenue near Narrows Park in Allegany County, Maryland and known as Lot No. 40 in Park Heights Addition to Cumberland, a plat of which said addition is filed among the Land Records of Allegany County, Maryland and which Lot No. 40 is more particularly described as follows, to-wit:

Lot No. 40. Beginning for said lot on the southwesterly side of Buchanan Avenue at the division line between Lots Nos. 39 and 40, being also South 39 degrees East 121.9 feet from the intersection of the southwesterly side of Buchanan Avenue with the southeasterly side of First Street, and running then from said point of beginning South 39 degrees East 40 feet, then South 51 degrees West 120 feet to a 15 foot alley, then with said alley North 39 degrees West 40 feet to Lot No. 39, then with the southeasterly side of Lot No. 39 North 51 degrees East 120 feet to the place of beginning.

Being the same property which was conveyed by Joseph F. Ressig and Emily M. Ressig, his wife, to Byron H. Kiser, Jr. and Ann B. Kiser, wife, dated July 12, 1950, recorded in Liber No. 230, folio 45 Allegany County Land Records.

Subject to the following restriction: No dwelling house shall be erected upon the property at a cost less than \$3000.00.

"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 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 Sixty-one 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 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

Byron H. Kiser, Jr. [SEAL]
Byron H. Kiser, Jr.

Ann B. Kiser [SEAL]
Ann B. Kiser

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 15th day of MARCH

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

Byron H. Kiser, Jr. and Ann B. Kiser, 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

County, Maryland, known and designated as the northeasterly one half of Lot No. 36 in Minke and Willison's Addition to Cumberland, and particularly described as follows, to-wit:

Beginning for the same on the northwesterly side of Wine Street at the end of the first line of Lot No. 35 of said Addition, and running then with the northwesterly side of Wine Street, South 46 degrees West 25 feet, then North 44 degrees West 120 feet to Grape Alley, and with it, North 46 degrees East 25 feet to said Lot No. 35, then with said lot, South 44 degrees East 120 feet to the beginning.

Being the same property which was conveyed unto the party of the first part by deed of Marcellus R. Wilson, Jr. and Anna C. Wilson, his wife, dated the 29th day of May, 1944, recorded among the Land Records of Allegany County, Maryland in Liber No. 200, folio 536.

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

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

The said mortgagors hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that she will execute such further assurances as may be requisite.

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

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such

sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said 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 covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Hundred Fifty 00/100 - - - - (\$750.00) - - - - 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 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 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 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:

Floriotta Sales [SEAL]
Floriotta Sales

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 15TH day of MARCH

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

Floriotta Sales, divorced, now unmarried,

the said mortgagors herein and she 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

*Completed and Mailed Tuesday
Wetzel City
Apr 5 1954*

FILED AND RECORDED MARCH 10th 1954 at 2:40 P.M.

This Mortgage, Made this 16th day of March
in the year Nineteen Hundred and Fifty - Four _____, by and between

GEORGE CROWE and SALLY CROWE, his wife,

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

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

of Allegany County, in the State of Maryland
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 (\$1,500.00) 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 Twenty-five Dollars (\$25.00) 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 or parcels of ground situated in the Home-wood Addition to the City of Cumberland, Maryland, known as Lots Nos. 12, 13, and part of Lot No. 14 in Block No. 25 upon the plat of said Addition, recorded among the Land Records of Allegany County, Maryland, and described as follows:

BEGINNING at a stake standing on the Northerly side of Dakota Avenue and the Westerly side of Kansas Avenue, and running thence with Kansas Avenue North 26 degrees 30 minutes East 117 feet to a stake, and then at right angles to Kansas Avenue North



63 degrees 30 minutes West 110 feet to a stake, and then South 26 degrees 30 minutes West 187.57 feet to the Northerly side of Dakota Avenue and then with the Northerly side of Dakota Avenue North 84 degrees 00 minutes ^{130.42} feet to the place of beginning.

BEING the same property which was conveyed to the parties of the first part by Elmer W. Crowe; et ux., by deed dated the 14th day of August, 1946, and recorded among the Land Records of Allegany County in Liber No. 210, folio 567.

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

~~XXXXXXXXXXXXXXXXXXXX~~ or assigns, the aforesaid sum of _____

Fifteen Hundred and no/100 (\$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 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

~~XXXXXXXXXXXXXXXXXXXX~~ 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

Fifteen Hundred and no/100 (\$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, 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 mortgagors.

Attest:

Angela H. McClure George Crowe [SEAL]
Angela H. McClure Sally Crowe [SEAL]
George Crowe
Sally Crowe

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 16th day of March
in the year nineteen Hundred and Fifty - Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

GEORGE CROWE and SALLY CROWE, 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 for forth.

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

Chas & Shaw
Notary Public.



Compared and ~~Not~~ Delivered

To *Mtgee City*

Mar 5 1954

LIBER 303 PAGE 300

FILED AND RECORDED MARCH 16th 1954 at 9:40 A.M.

THIS MORTGAGE, Made this *15th* day of March, 1954, by and between Elmo W. Biller of Kanawha County, in the State of West Virginia, and Lydia M. Biller, his wife, of Allegany County, in the State of Maryland, 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 under Trust Agreement dated April 1, 1932 by Georgie Daisy, 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 Three Thousand (\$3,000.00) 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 March, 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 Elmo W. Biller and Lydia M. Biller, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee under Trust Agreement dated April 1, 1932, by Georgie Daisy, its successors or assigns, the following property, to-wit:

All that lot of ground in the City of Cumberland, Allegany County, Maryland, being part of Lot Number Ninety-four (94) in Fairview Addition to Cumberland, and described as follows:

BEGINNING at a point on the Southerly side of Fairview Avenue, said point being distant 126 feet in a Southeastwardly direction from the intersection of the Easterly side of Pear Street with the Southerly side of Fairview Avenue and running thence with Fairview Avenue, South 72 degrees 58 minutes East 29 feet to Lot No. 93 in said Addition, then South 20 degrees 35 minutes West 100.16 feet to Peach Alley, then with said Alley, North 69 degrees 25 minutes West 29 feet, then North 20 degrees 35 minutes East 99.84 feet to the beginning.



It being the same property which was conveyed unto the said Mortgagors by Leslie J. Clark, Trustee, by deed dated the 11th day of October, 1949, and recorded in Liber No. 226, folio 534, 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 Three Thousand (\$3,000.00) 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 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 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 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 commissions; 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 Three Thousand (\$3,000.00) Dollars, 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 seals of the said Mortgagors the day and year above written.

WITNESS:

Elmo W. Biller (SEAL)
Elmo W. Biller

Joseph E. Reussig

WITNESS:

Lydia M. Biller (SEAL)
Lydia M. Biller

Virginia M. Free

STATE OF MARYLAND

TO WIT:

COUNTY OF ALLEGANY

I HEREBY CERTIFY, That on this 15th day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Lydia M. Miller, one of the Mortgagors herein, 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 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.



Virginia M. Free
Notary Public
Term Expires May, 3, 1954.

STATE OF WEST VIRGINIA

TO WIT:

COUNTY OF KANAWAH

I HEREBY CERTIFY, That on this 13th day of March, 1954, before me, the subscriber, a Notary Public of the State of West Virginia, in and for the County of Kanawha, personally appeared Elmo W. Biller, one of the Mortgagors herein, and he acknowledged the foregoing Mortgage to be his act and deed;

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



John W. Warden
Notary Public

My Commission expires Dec. 14, 1963.

Compared and Mailed *Belmont*
To *Miles City*
Apr 5 1954

FILED AND RECORDED MARCH 16th 1954 at 10:55 A.M.

This Mortgage, Made this 16th day of March,
in the year nineteen hundred and fifty-four by and between

MARY E. DAVIDSON and PAUL N. DAVIDSON, her husband,



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

Western Maryland Building and Loan Association, Incorporated,

a corporation duly incorporated under the Laws of the State of Maryland, party of the second part,
WITNESSETH:

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

TWO THOUSAND - - - - - (\$2,000.00) - - Dollars, on
Twenty (20) - - - - - Shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

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

ALL that lot, piece or parcel of ground lying and being situated on the westerly side of South Street in Cumberland, Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at a point on the Westerly side of South Street distant North 14 degrees 2 minutes East 292 feet from the intersection of the northerly side of Laing Avenue with the Westerly side of South Street and running thence with the said westerly side of South Street North 14 degrees 2 minutes East 35 feet, thence at right angles North 75 degrees 58 minutes West 123.5 feet to a stake on the Easterly line of a 15-foot alley, thence with said alley line South 14 degrees 2 minutes West 35 feet to a chisled point on a large stone, thence at right angles, South 75 degrees 58 minutes East 123.5 feet to the beginning.

IT being the same property which was conveyed by Thurston F. Grapes et ux to Mary E. Davidson by deed dated July 7, 1952, and recorded in Deeds Liber 244, folio 31 among the Land Records of Allegany County, Maryland.

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

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

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

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of TWO THOUSAND - - - - - (\$2,000.00) - - - Dollars with six per cent interest thereon, payable in 139 monthly payments of not less than \$20.00 each, on or before the 13th 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 13th day of April, 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 13th day of October, 1965.

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 Two Thousand - - - - - (\$2,000.00) - - - Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

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

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

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said 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: Cathy Ann Davis

Mary E. Davidson (SEAL) MARY E. DAVIDSON Paul N. Davidson (SEAL) PAUL N. DAVIDSON

State of Maryland, Allegany County, in wit:

I hereby certify that, on this 16th day of March 1954 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Mary E. Davidson and Paul N. Davidson, her husband, 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 the 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 16th day of March, 1954.



Faye Ann Davis
Notary Public

Compared and Mailed *1954*
Mortgage Westernport Md
1954

FILED AND RECORDED MAR 16 1954 at 11:20 A.M.

PURCHASE MONEY

This Mortgage, Made this eleventh day of March in the year Nineteen Hundred and Fifty four by and between Paul Donaldson McCoy and Joanne Wilson McCoy, husband and wife

of Westernport, Allegany County, in the State of Maryland parties of the first part, and Marie J. Bruce and Morris Bruce, husband and wife, of Westernport, Allegany County, Maryland.

parties of the second part, WITNESSETH:

Whereas, The parties of the first part herein are indebted unto the parties of the second part in the full and just sum of eight thousand dollars, being for part of the consideration to be paid for the hereby mortgaged property, which debt is evidenced by the promissory note of the parties of the first part, of even date herewith, payable to the order of the parties of the second part, with interest at four percent per annum on the unpaid principal payable every three months, and the promise to pay in reduction of said debt not less than one thousand dollars each year after date. It being agreed that

payment of said note should be secured by this 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 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 that certain lot of ground in the town of Westernport, in Allegany County, Maryland, fronting thirty feet on the North side of River Road or Church Street, and extending back to a twelve foot alley, being the same property which was conveyed unto the said parties of the first part herein by the parties of the second part herein by deed dated, March 10, 1954, and 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, and to which deed a reference is hereby specially made for a definite and particular description of the said lot of ground by courses and distances.

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

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

heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executors, administrators or assigns, the aforesaid sum of eight 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 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, its heir, 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 their assigns, the improvements on the hereby mortgaged land to the amount of at least eight thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee and their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

Naoma J. Lanagan

x Paul Donaldson McCoy [SEAL]

[SEAL]

x Joanne Wilson McCoy [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this eleventh day of March in the year nineteen Hundred and Fiftyfour before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Paul Donaldson McCoy and Joanne Wilson McCoy, 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 Marie J. Bruce and Norris Bruce, husband and 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.

Naoma J. Lanagan
Notary Public.



Compared and Mailed *reverse*
George W. Morris 527 The Ave
Apr 5 57

FILED AND RECORDED MARCH 17th 1954 at 1:20 P.M.

THIS DEED OF RELEASE OF MORTGAGE, Made this 15th day of March, 1954, by and between Elizabeth S. Pearre, unmarried, of the City of Washington, District of Columbia, party of the first part, and George W. Morris, Harry T. Morris, Julia W. Morris, Elizabeth V. Morris, Louisa L. Robinette, Maxine R. Dyer and Eleanor Dean, all of Allegany County, Maryland, parties of the second part,

WITNESSETH:

WHEREAS, the said Elizabeth S. Pearre is the holder of a certain mortgage from Louisa Morris to William Pearre, dated June 1, 1893, in the amount of Twenty-three Hundred Fifty-five Dollars (\$2355.00), recorded in Liber 13, folio 14, one of the Mortgage Records of Allegany County, Maryland, and duly assigned of record to Elizabeth S. Pearre on June 12, 1924, by George R. Dennis, Jr., Executor of the Estate of William Pearre; and

WHEREAS, the said mortgage has long since been fully paid and satisfied and the parties of the second part hereto, the present owners of the property affected by said mortgage, are entitled to have said property released from the operation and effect thereof.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), the said Elizabeth S. Pearre does hereby release the said mortgage and grants and conveys the property thereby affected unto the said parties of the second part hereto, to be held by them in the same manner as if the said mortgage had never been made.

WITNESS the hand and seal of the party of the first part the day and date first above written.

Louis W. Metzger Elizabeth S. Pearre (SEAL)
WITNESS: ELIZABETH S. PEARRE.

CITY OF WASHINGTON, DISTRICT OF COLUMBIA, to-wit:

I HEREBY CERTIFY, That on this 15th day of March, 1954, before me, the subscriber, a Notary Public of the City of Washington, within and for the District of Columbia, personally appeared Elizabeth S. Pearre, unmarried, and she acknowledged the foregoing Deed of Release of Mortgage to be her act and deed.

WITNESS my hand and Notarial Seal.

My Commission expires 7/14/58



Louis W. Metzger
NOTARY PUBLIC.

FILED AND RECORDED MARCH 17th 1954 at 2:00 P.M.

Purchase Money
This Mortgage,

Made this *15th* day of March, 1954,

by and between

HENRY R. YATES and MALETTA M. YATES, 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 THOUSAND - - - - - DOLLARS (\$5,000.00) being the balance of the purchase money for the property hereinafter described

on his THIRTY-EIGHT AND SIX-THIRTEENTHS - - - - - (38-6/13) SHARES of its stock.

And Whereas, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of - - - - - FORTY-EIGHT DOLLARS AND EIGHTY CENTS - -

DOLLARS (\$48.80), on or before the *15th*

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 tract or parcel of land situate in District No. 11 of Allegany County, Maryland, on the easterly side of the National Road known as U. S. Route 40, about one-quarter of a mile north of the City of Frostburg, and more particularly described as follows:

BEGINNING for the herein leased land at a stake standing at the end of the first line of a parcel of land heretofore leased by Borden to Michael J. Taccino and wife in 1948; said beginning point standing also on the easterly bounds of the said National Road; thence running with the said easterly bounds of the said Road North thirty-six degrees seventeen minutes West one hundred feet; thence leaving the said Road bounds and at right angles to the same North fifty-three degrees forty-three minutes East two hundred feet; thence South thirty-six degrees seventeen minutes East one hundred feet; thence South fifty-three degrees forty-three minutes West fifty feet to the end of the second line of the said Taccino parcel; thence with the said Taccino second line reversed South fifty-three degrees forty-three minutes West one hundred fifty feet to the point of beginning. Courses are referred to the magnetic meridian of 1948 and distances are computed to the horizontal.

IT being the same property which was leased by the Borden Mining Company to Henry R. Yates et ux by lease dated March 16, 1953, it being understood and agreed that the said Henry R. Yates et ux have an option to purchase said property which said option to purchase will be exercised on or before the 28th day of February, 1958, and thereupon a deed for said property to the said Henry R. Yates shall be executed and duly recorded among the Land Records of Allegany County, Maryland, whereupon this mortgage shall automatically become a lien on the fee simple interest of the said Henry R. Yates et ux in and to 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 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 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:

Fred W. Boettner

Henry R. Yates (SEAL)
HENRY R. YATES

MALETTA M. YATES (SEAL)

Maletta M. Yates (SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 15th day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared _____

HENRY R. YATES and MALETTA M. YATES, 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.

Witness my hand and Notarial Seal.

Anna Jean...



Completed and Mailed *James E. Miller Frostburg, Md. Apr 5 54*

FILED AND RECORDED MARCH 17th 1954 at 8:30 a.m.

THIS MORTGAGE, Made this 16th day of March, 1954, by and between Roy John LOAR and Mary Miller LOAR, his wife,

of Frostburg, Allegany County, In the State of Maryland, Mortgagor S, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor S are justly indebted unto the Mortgagee in the full and just sum of Twelve Hundred eighty-four - - - - - 50/00 (\$ 1,284.50) which is to be repaid in 36 consecutive monthly installments of \$ 35.70 each, beginning one month from the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagor S do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground and premises located in Election District No. 12 of Frostburg, Allegany County, Md., known as 15 Maple St., Frostburg, Md.

and more fully described in a Deed from Milton W. Race, widower, dated Sept. 28, 1946 recorded among Land Records of Allegany County, Maryland, Liber 211, Folio 399

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

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, forever, provided that if the said Mortgagor S their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor S may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagor S hereby covenant to pay when legally demandable.

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

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

WITNESS our hand S and seal S

ATTEST:

Ralph M. Race
Ralph M. Race



Roy John Loar (SEAL)
Roy John Loar
Mary Miller Loar (SEAL)
Mary Miller Loar

STATE OF MARYLAND,

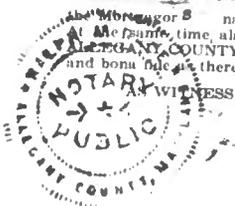
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 16th day of March, 1954

before me,

the subscriber, a Notary Public of the State and County aforesaid, personally appeared Roy John LOAR and Mary Miller LOAR, his wife,

Roy John LOAR and Mary Miller LOAR, his wife, named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act. At the same time, also appeared G. Alvin Kreiling, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth. /G. Alvin Kreiling/



WITNESS my hand and Notarial Seal.

Ralph M. Race
Ralph M. Race, Notary Public

Compared and Mailed *correct*
To *Wetzel City*
Apr 5 1954

LIBER 303 PAGE 314

FILED AND RECORDED MARCH 18th 1954 at 11:20 A.M.

This Mortgage, Made this 16th day of March

in the year Nineteen Hundred and fifty-four, by and between:
JAY JOHN PILE and WINIFRED PILE, his wife, and RAY DONALD PILE and
MARY H. PILE, his wife,

of Allegany County, in the State of Maryland,
parties of the first part, and THE SECOND NATIONAL BANK OF CUMBERLAND, a
national banking corporation incorporated under the laws of the
United States of America, and having its principal office in the City

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

Whereas, the said parties of the first part are justly indebted
unto the party of the second part in the full sum of Twelve Thousand
dollars (\$12,000.00), payable ten years after date, together with inter-
est thereon at the rate of five per cent (5%) per annum, to be com-
puted and payable monthly; all of which indebtedness, together with
interest as aforesaid, the parties of the first part covenant and
agree to pay in monthly installments of not less than One Hundred
Twenty-eight Dollars (\$128.00) each, including interest, beginning
one month after the date hereof, and monthly thereafter until the same
shall have been fully paid.

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 part y
of the second part, its successors ~~and~~ and assigns, the following property, to-wit:

ALL that lot or parcel of land situated in or near Cresaptown,
Allegany County, Maryland, the same being part of the tract or parcel
of land partly inherited by the said Ellen T. McKenzie and the remain-
ing interests in which were conveyed to her by John Thompson, et al,
by deed dated December 4, 1948, and recorded among the Land Records of
Allegany County, Maryland, in Liber 223, folio 623, described as
follows:

BEGINNING for the same at a stake which lies South 71 degrees
20 minutes 40 seconds East four hundred fifteen and nineteen hundredths
feet (415.19 ft.) from a concrete monument at the northwest corner of
the whole tract; thence South 47 degrees 05 minutes 50 seconds West one
hundred seventy-five feet (175 ft.) to a stake; thence South 42 degrees
51 minutes 30 seconds East eight hundred sixteen and three-tenths feet
(816.30 ft.) to a stake in the northwest side of the right-of-way of
the McMullen Highway; thence with the said right-of-way bound North 52
degrees 01 minute 20 seconds East thirty-five and fifty-eight hundredths
feet (35.58) to a stake; thence North 47 degrees 05 minutes 50 seconds
East one hundred eighty-nine and twenty-six hundredths feet (189.26 ft.)
to a stake; thence North 44 degrees 00 minutes 30 seconds East seventy-
five and sixteen hundredths feet (75.16 ft.) to a stake; thence leaving
the said right-of-way bound North 51 degrees 44 minutes 20 seconds West
eight hundred fifteen and thirteen hundredths feet (815.13 ft.) to the
beginning.

IT being the same property which was conveyed by Ellen T.
McKenzie, widow, to Jay John Pile and Ray Donald Pile by deed dated
May 6, 1949, and duly recorded among the Land Records of Allegany
County, Maryland, in Deeds Liber 225, folio 86.

SAVING AND EXCEPTING THEREFROM, that portion of the same which
was conveyed to the State Roads Commission of Maryland by deed dated
November 16, 1951, and recorded among the Land Records of Allegany
County, Maryland, in Deeds Liber No. 236, folio 259.

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, ~~executors administrators~~ or assigns, the aforesaid sum of _____

TWELVE THOUSAND DOLLARS (\$12,000.00)

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 ~~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 its assigns, the improvements on the hereby mortgaged land to the amount of at least TWELVE THOUSAND (\$12,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to 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 hands and seals of said mortgagors.

Witness:

Four sets of handwritten signatures for the mortgagors, each on a horizontal line.

Jay John Pile [Seal]
JAY JOHN PILE
Winifred Pile [Seal]
WINIFRED PILE
Ray Donald Pile [Seal]
RAY DONALD PILE
Mary H. Pile [Seal]
MARY H. PILE

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 16th day of March
~~February~~
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
JAY JOHN PILE and WINIFRED PILE, his wife, and RAY DONALD PILE and
MARY H. PILE, 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 JOSEPH M. NAUGHTON,
President of The Second 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, and the said Joseph M. Naughton
further made oath that he is the President of the within named
mortgagee and duly authorized by it to make this affidavit.

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

Chas E Shan

Notary Public



Compared and Mailed *Account*
To *Mtipe City*
Apr 5 1954

FILED AND RECORDED MARCH 18th 1954 at 10:40 A.M.

This Mortgage, Made this 17th day of March
in the year Nineteen Hundred and Fifty -FOUR, by and between
Lewis A. Metz and Helen H. Metz, 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 Lewis A. Metz and Helen H. Metz, his wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just
and full sum of Thirty-Six hundred and no/100
Dollars (\$ 3600.00), 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 Lewis A. Metz and Helen H. Metz,
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 lot or parcel of ground situated on the South side of Humbird Street, in the City of Cumberland, Allegany County, Maryland, and designated as Lot No. 298 on the plat of the Humbird Land and Improvement Company and particularly described as follows, to wit:

FIRST: BEGINNING for the same at a point on the south side of Humbird Street at the end of the first line of Lot No. 297, on said plat, and running thence with the south side of Humbird 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. 297, and with it reversed, North 36½ degrees East 125 feet to the place of beginning.

SECOND: All that lot or parcel of land situated and lying on the Southerly side of Humbird Street, in the City of Cumberland, Allegany

County, Maryland, known and designated as a part of Lot No. 297 on the plat of the Humbird Land and Improvement Company, which plat is recorded among the Land Records of Allegany County, Maryland, at the end of Liber 73 and the table of courses and distances therefor among the said Land Records in Liber No. 84, folio 67, and which lot or parcel of ground is particularly described as follows:

Beginning for the same on the Southerly side of Humbird Street at the end of 20 feet on the first line of said whole Lot No. 297, said point of beginning being also South 53½ degrees East 50 feet from the intersection of the Southerly side of Humbird Street with the Easterly side of a sixteen foot alley; and running thence with said Humbird Street, South 53½ degrees East 10 feet to the end of the first line of said whole Lot No. 297; then with the second line of said whole lot, South 36½ degrees West 125 feet to an alley, thence with said alley North 53½ degrees West 10 feet to a point South 36½ degrees West 125 feet from the beginning of the lot herein described and conveyed; thence North 36½ degrees East 125 feet to the beginning.

Being the same property which was conveyed to the said Lewis A. Metz and Helen H. Metz, his wife, by Robert Lee Settle and Gertrude L. Settle, his wife, by deed dated the 19th day of May, 1942, and recorded in Liber No. 193, folio 384, 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 Lewis A. Metz and Helen H. Metz, 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 Thirty-Six Hundred----- Dollars (\$ 3600.00) 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

Lewis A. Metz and Helen H. Metz, 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

Lewis A. Metz and Helen H. Metz, 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

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 Lewis A. Metz and Helen H. Metz, 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 Lewis A. Metz and Helen H. Metz, 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

Thirty-Six 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

Lewis A. Metz [SEAL]
Lewis A. Metz

Helen H. Metz [SEAL]
Helen H. Metz

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 17th day of March in the year nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Lewis A. Metz and Helen H. Metz, 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.

degrees 39 minutes East 40.08 feet, then South 85 degrees 22 minutes East 129.16 feet to the Westerly line of Bowling Avenue, then with said Westerly line South 4 degrees 38 minutes West 40 feet to the beginning.

Lot No. 13: Beginning at the end of the third line of Lot No. 12 and then reversing said third line North 85 degrees 22 minutes West 129.16 feet to a 15 foot alley, then with said alley North 9 degrees 39 minutes East 40.08 feet, then South 85 degrees 22 minutes East 125.64 feet to the Westerly line of Bowling Avenue, then with said Westerly line South 4 degrees 38 minutes West 40 feet to the beginning.

Lot No. 14: Beginning at the end of the third line of Lot No. 13 and then reversing said third line North 85 degrees 22 minutes West 175.64 feet to a 15 foot alley, then with said alley North 9 degrees 39 minutes East 40.08 feet, then South 85 degrees 22 minutes East 172.12 feet to the Westerly line of Bowling Avenue, then with said Westerly line South 4 degrees 38 minutes West 40 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of James J. Martin and Mildred M. Martin, 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 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 Ninety-eight Hundred Fifty 00/100 -- (\$9850.00) - - - 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 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:

[Signature]

Richard L. Bucy [SEAL]
Richard Lee Bucy
Juanita M. Bucy [SEAL]
Juanita M. Bucy [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 17th day of MARCH

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

Richard Lee Bucy and Juanita N. Bucy, 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.

Copied and Mailed *James E. ...*
To *Wright Frostburg Md*
Apr 5 1954

FILED AND RECORDED MARCH 18th 1954 at 11:45 A.M.

THIS DEED OF RELEASE OF MORTGAGE, Made this 13th day of March, 1954, by and between EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG, MARYLAND, a corporation duly incorporated under the laws of the State of Maryland, party of the first part, and MATTHEW B. SKIDMORE and BEULAH B. SKIDMORE, his wife, of Allegany County, Maryland, parties of the second part.

WITNESSETH:

WHEREAS, the parties of the second part hereto mortgaged the property which is hereinafter described and conveyed to the party of the first part by three mortgages, the first of which is dated June 16, 1926 in the amount of \$520.00, recorded in Mortgage Liber No. 101, folio 564; the second mortgage being dated August 12, 1927 in the amount of \$650.00, recorded in Mortgage Liber No. 106, folio 32; and the third mortgage being dated February 13, 1928 in the amount of \$780.00 and recorded in Mortgage Liber No. 107, folio 569, all of which mortgages are duly recorded among the Mortgage Records of Allegany County, Maryland; and

WHEREAS, the aforementioned mortgages have been paid in full, however, through inadvertence, releases of said mortgages have not been recorded among the Mortgage Records of Allegany County, Maryland, and

WHEREAS, the party of the first part has been requested to release the aforementioned mortgages.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) in hand paid by the parties of the second part to the party of the first part, the party of the first part does hereby grant and convey, bargain and sell, release and discharge unto the parties of the second part, their personal representatives, heirs and assigns,

All that lot, piece or parcel of ground lying and being in or near Midlothian, Allegany County, Maryland, which was conveyed by A. Taylor Smith, Trustee, to Matthew B. Skidmore et ux, by deed dated October 13, 1925, and recorded in Deeds Liber No. 151, folio 588, 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.

IT being understood and agreed that the aforementioned mortgages from the parties of the second part to the party of the first part, which are dated June 16, 1926, August 12, 1927 and February 13, 1928 and recorded in Mortgage Liber 101, folio 564, and 106, folio 32, and 107, folio 569, respectively, among the Mortgage Records of Allegany County, Maryland, be and the same are hereby released and discharged.

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

TO HAVE AND TO HOLD the above described property unto the said Matthew B. Skidmore and Beulah B. Skidmore, his wife, their heirs and assigns, in fee simple, in the same manner as if such mortgages had never been executed.

IN WITNESS WHEREOF, the said Society has caused its corporate name to be signed hereon by its President, duly attested by its Secretary, this 13 day of March, 1954.



EQUITABLE SAVINGS AND LOAN SOCIETY
OF FROSTBURG, MARYLAND

Boetham
Secretary

By Dr. S. L. Ritter
President

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 13 day of March, 1954,
before me, the subscriber, a Notary Public of the State of Mary-
land, in and for said County, personally appeared Fred W. Boettner,
Secretary of the Equitable Savings and Loan Society of Frostburg,
Maryland, and acknowledged the foregoing instrument to be the
act and deed of said Society, and further made oath that he is
the Secretary of said Society and is duly authorized to make
this affidavit.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

*Computed and Mailed [unclear]
To: Mt Lee Barton, Md
Apr 5 1954*

FILED AND RECORDED MARCH 19th 1954 at 10:20 A.M.
PURCHASE MONEY

This Mortgage, Made this Fifteenth day of March
in the year Nineteen Hundred and Fifty four by and between
Earl E. Metz and Vera E. Metz, husband and wife
of Barton, 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
part of the second part, WITNESSETH:

Witness,

The said parties of the first part are indebted

unto the party of the second part in the full and just sum of \$ 2000.00 for money lent, being a part of the purchase price of the hereinafter described and mortgaged lands, 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 at The First National Bank of Barton, Maryland; and whereas, it was agreed 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 -----

and assigns, the following property, to-wit:

That parcel of land situated on the Legislative Road in the town of Barton, Allegany County, Maryland and fronting thereon a distance of one hundred and two feet. Being the same parcel of land which was conveyed unto the parties of the first part herein by deed from Elizabeth B. Malcolm and Harry Malcolm, her husband, dated March 5th, 1954, and 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, and to which deed a reference is also hereby specially made for a definite and particular description of the property hereby mortgaged by courses and distances.

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

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 A, their representatives, heirs or assigns.

And the said parties of the first part

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

Two Thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies 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:

Genneth R. Malcolm x Earl E Metz [SEAL]
Earl E. Metz
Genneth R. Malcolm x Vera M. Metz [SEAL]
Vera E. Metz

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this Fifteenth day of March in the year nineteen Hundred and Fifty four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Earl E. Metz and Vera M. Metz, 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 the said bank duly authorized to make this affidavit.

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

Genneth R. Malcolm
Notary Public



Compared and Matched *Walter Barton P.D.*
Apr 5 1954

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FILED AND RECORDED MARCH 19th 1954 at 10:20 AM.

This Mortgage. Made this Fifteenth day of March

in the year Nineteen Hundred and Fifty four by and between

Stanley Fazenbaker and Ethel Fazenbaker, husband and wife

of Barton, 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 thirteen hundred ^{and fifty} dollars/ (\$ 1350.00) for money lent, 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 said party of the second part at The First National Bank of Barton, Maryland. And whereas, it was understood and agreed between the parties 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

and assigns, the following property, to-wit:

Lots numbers twenty-one, twenty-two- twenty three, part of lot number twenty-four, and Lot number twenty-five in the Town of Barton, Allegany County, Maryland, and an unimproved lot located in said town. Being all of the property which was conveyed unto the parties of the first part herein by deed from Mary E. Otto and husband, dated December 18, 1935 and of record in Liber No. 174 Folio 143 of the land records of Allegany County, Maryland. Also Lot No. 20 in the said town of Barton on Railroad Street, and which was conveyed unto the parties of the first part herein by deed from Jane Smith, et al, dated October 17, 1947 and of record among the land records of Allegany County, Maryland in Liber No. 218 Folio 116. To both of said deeds recorded as aforesaid, a reference is hereby made for a 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~~ or assigns, the aforesaid sum of thirteen hundred and fifty dollars (\$ 1350.00)-----together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their----- part to be performed, then this mortgage shall be void.

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

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

~~heirs and assigns~~ 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 a. 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 and fifty-----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:

[Signature]

[Signature] [SEAL]
Stanley Fagenbaker

[Signature] [SEAL]
Ethel J. Fagenbaker.

----- [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this fifteenth day of March-----
in the year nineteen Hundred and Fifty four-----before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Stanley Fazenbaker and Ethel J. Fazenbaker, 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 for 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.

J. Joseph [Signature]
NOTARY PUBLIC
ALLEGANY COUNTY, MARYLAND

FILED AND RECORDED MARCH 19th 1954 at 12:05 P.M.

This Mortgage, Made this 19th day of March
in the year Nineteen Hundred and Fifty -Four, by and between

JACOB W. CARR and EMMA L. CARR, his wife,

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

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

of Allegany County, in the State of Maryland
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
and no/100 (\$3,000.00) Dollars, this day loaned the parties of the



Wiggle City

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-five and no/100 (\$35.00) 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.

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

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

party of the second part, its successors or assigns, the following property, to-wit:

ALL those two (2) tracts or parcels of land situated near Ellerslie, in Allegany County, Maryland, and which were conveyed to the parties of the first part by Vincent G. Umstot, et al., by deed dated December 2, 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 218, folio 405, etc.; the first tract mentioned in said deed being known as "the Bole Farm", and which was conveyed to John Swift by Franklin H. Delano Roosevelt et al. by deed dated January 19, 1881, and recorded among said Land Records in Liber No. 56, folio 437, containing about one hundred (100) acres of land, more or less.

The second parcel being a tract of land named "Swift", which was patented to John Swift under special warrant of re-survey dated October 21, 1881, containing one and three-quarters (1-3/4) acres, more or less, being of record in the Surveyor's Office and filed in the office of the Clerk of the Circuit Court for Allegany County, Maryland, reference to said deed and special warrant being hereby made for a more particular description of the land hereby conveyed.

ALSO the Easement and Right-of-Way which was granted to the parties of the first part by Walter L. See, by deed dated December 3, 1947, and recorded among said Land Records in Liber No. 218, folio 408.

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 and no/100 (\$3,000.00) 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

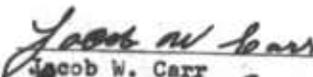
matured or not; and as to the balance, to pay it over to the said _____

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 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 and no/100 (\$3,000.00) _____ 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 ~~and~~ 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:  _____ [SEAL]
 _____ [SEAL]
Jacob W. Carr
 _____ [SEAL]
Emma L. Carr

State of Maryland.

Allegany County, to-wit:

I hereby certify. That on this 19th day of March in the year nineteen Hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

JACOB W. CARR and EMMA L. CARR, 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.

 _____
Notary Public

Compared and ~~seen~~ Delivered &
 To Geo. A. Lipp Atty City
 Apr 5 19 54

FILED AND RECORDED MARCH 19th 1954 at 1:30 P.M.

This Mortgage, Made this 18th day of MARCH in the
 year Nineteen Hundred and fifty-four by and between

Helen G. Nesbitt and Herbert L. Nesbitt, her husband,

and John S. Cook and Anne F. Cook, 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:

Ubercas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Forty-five Hundred 00/100 - - - - (\$4500.00) - - - - Dollars,

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

By the payment of Thirty 96/100 - - - - (\$30.96) - - - - 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 the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground improved with a dwelling known as No. 581 Arnett Terrace and more particularly described as follows, to-wit,

Beginning for the same on the northerly side of Arnett Terrace at the end of the first line of Lot No. 3 of Block No. 10 in Rose Hill Addition to Cumberland (Plat Liber 1, folio 31), and running then with the second line of said Lot No. 3, North 7 degrees 52 minutes West 148½ feet to the southerly side of Fairmont Avenue, then with it North 82 degrees 14 minutes West to



intersect a line drawn through the center of the partition wall of the double dwelling house known as Nos. 581 and 583 Arnett Terrace, then reversing said division line and down through the center of the partition wall of the aforesaid double house 155.2 feet, more or less, to the northerly side of Arnett Terrace, and then with it North 82 degrees 8 minutes East to the place of beginning.

Being the same property which was conveyed unto Helen G. Neabitt by deed of John S. Cook and Anna F. Cook, his wife, reserving a life estate unto John S. Cook and Anna F. Cook, his wife, by deed dated July 17, 1937, which is recorded in Liber 185, folio 546 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 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 Forty-five Hundred 00/100 - - - (\$4 500.00) - - - - - 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 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
Helen G. Nesbitt (SEAL)
Herbert L. Nesbitt (SEAL)
John S. Cook (SEAL)
Anna F. Cook (SEAL)

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 18TH day of MARCH

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

Helen G. Nesbitt and Herbert L. Nesbitt, her husband, and John S. Cook and Anna F. Cook, 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.



County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning on the southerly side of Offutt Street at a point distant South 53 degrees 30 minutes East 24.2 feet from the end of the first line of Lot No. 14 in said addition and running then South 53 degrees East with said street 25.8 feet, then South 36 degrees West 125 feet to the northerly side of an alley, then with said alley North 53 degrees West 25.8 feet, and running through the center of the frame house (as now located) Nos. 129-131 Offutt Street, North 36 degrees West 125 feet to the place of beginning.

Being part of the same property which was conveyed unto the parties of the first part by deed of Martin W. Schrader et ux dated August 15, 1946, which is recorded in Liber 210, folio 592 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 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 Sixteen 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 mortgagee's remedy out 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 hereon, 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 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 Marshall A. Long [SEAL]
Gladys L. Long [SEAL]
Gladys E. Long

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 18TH day of MARCH in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Marshall A. Long and Gladys L. Long, 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.



line of the Land Records of Allegany County, Maryland, said point being South 29 degrees 22 minutes West 98 feet from the South side of Beall Street, and running then South 29 degrees 22 minutes West 35.7 feet to the beginning of the third line of Lot No. 13, Block 7, and with said third line South 29 degrees 22 minutes West 53.4 feet to Flat Street (now called Avirett Avenue), and with it North 23 degrees 20 minutes West 30 feet to the end of the second line of Lot No. 11, and with it reversed North 7 degrees 25 minutes East 56 2/3 feet, then South 83 degrees East 62 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Etta Hovermill, widow, dated June 29, 1945,

recorded in Liber No. 204, folio 353, 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 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 contained, 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 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 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. Wilson [SEAL]
James L. Wilson
Helen L. Wilson [SEAL]
Helen L. Wilson

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 18th day of March

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

James L. Wilson and Helen L. Wilson, 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.



George W. Legge
Notary Public.

Mtge City
Apr 5 54

FILED AND RECORDED MARCH 19th 1954 at 2:20 P.M.

VA Form 4-4318 (Home Loan),
April 1951. Use optional
Servicemen's Readjustment Act
(38 U. S. C. A. 694 (a)). Ac-
ceptable to RFC Mortgage Co.

MARYLAND

MORTGAGE

THIS MORTGAGE, made this 19th day of March, A. D. 19 54, by

Clarence H. McCarty and Amanda McCarty, 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 a woman who is not a corporation~~ 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 Fifty-Four Hundred ----- Dollars (\$ 5400.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four & 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 Forty-Eight and 61/100 ----- Dollars (\$ 48.61), commencing on the first day of May -----, 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 April -----, 1966. 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 lot or parcel of ground known as Lot No. 1 of the Rase Lots lying on the Essterly side of Maryland State Route #53 in the Town of Cresaptown, Allegany County, Maryland, described ss follows, to-wit:

BEGINNING at a stake on the Easterly side of Maryland State Route 53 at the end of 5 feet on the first line of the property conveyed to Louia Rase by Jennie R. Lazarus by deed dated June 19, 1925, and recorded in Liber 150, folio 659, smong the Land Records of Allegany County, and running thence with a portion of said first line, North 10 degrees West 43 feet to an iron pin at the end of the division line between this described plot of ground and the land of Jease Arnold; thence leaving said Maryland State Route 53 and with said division line, North 80 degrees East 100 feet to an iron pin stake on the Westerly side of a 25-foot street; thence with said side of 25-foot street by a corrected bearing, South 8 degrees 55 minutes East 84.5 feet to an iron pipe stake standing in the fourth line of aforementioned Louis Rase property; thence with a portion of said fourth line bearing reversed and corrected, North 79 degrees 38 minutes West 48.5 feet to a stake at the end of the first line of the property conveyed by Louis Rase to Joseph T. Simpson by deed dated November 2, 1927, and recorded in Liber 156, folio 566 among the Land Records of Allegany County; thence with the second line of said Simpson lot, bearing corrected, North 3 degrees 12 minutes East 12 feet to a stake; thence with the third line of said Simpson lot bearing and distance corrected, North 86 degrees 56 minutes West 57.2 feet to the place of beginning. Resurveyed February, 1954.

It being the same property which was conveyed unto the said Mortgagors by H. V. Higley (Successor in office to Carl R. Gray, Jr.) Administrator of Veterans' Affairs by deed dated March 2nd, 1954, and duly recorded 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 italicised words if Mortgagee 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 ~~and in addition thereon the following described items:~~

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 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 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 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. Sosley
James M. Sosley

Clarence H. McCarty [SEAL]
Clarence H. McCarty

Amanda McCarty [SEAL]
Amanda McCarty

[SEAL]
[SEAL]

STATE OF MARYLAND, ALLEGANY COUNTY

to wit:

I HEREBY CERTIFY, That on this 19th day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared Clarence H. McCarty and Amanda McCarty, 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. Sosley
Notary Public

Compared and Mailed *Remort*

To *Mtgo City*

Apr 5 1954

LIBER 303 PAGE 344

FILED AND RECORDED MARCH 19th 1954 at 3:45 P.M.

THIS MORTGAGE, Made this 17th day of March, 1954, by and between CLEMENT A. LANCASTER and JOAN LANCASTER, 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 bona fide indebted unto the party of the second part in the full and just sum of Three Thousand (\$3,000.00) Dollars, with interest from date at the rate of five (5%) per cent per annum, which said sum is part of the purchase price of the property hereinafter described and this mortgage is hereby declared to be a Purchase Money Mortgage, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of not less than Nineteen Dollars and Eighty Cents (\$19.80) beginning on the 1st day of May, 1954, and a like and equal sum of not less than Nineteen Dollars and Eighty Cents (\$19.80) on the said 1st 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 1st day of April, 1964, when the entire unpaid principal debt together with interest due thereon shall become due and payable.

NOT, 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 the cost 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 in LaVale, about four miles West of the City of Cumberland, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a stake standing North 39 degrees

and 25 minutes West 132-2/10 feet from a large planted stone standing on the division line between the former Frederick M. Fairchild and Mary C. Clary lands, said stone being the beginning of the tract of land conveyed by Frederick M. Fairchild et ux. to Lucius B. Carter, et ux. by deed dated the 5th day of June, 1918 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 123, folio 653, and the said beginning stake standing 132-2/10 feet on the first line of the said Lucius B. Carter tract and continuing thence with the remainder of said first line (magnetic bearings as of May, 1946 and with horizontal measurements) North 39 degrees and 25 minutes West 287-5/10 feet to a stake, thence with the second and part of the third line of said Carter tract, South 52 degrees and 20 minutes West 103-5/10 feet to a stake, thence parallel to the first line of this parcel of ground, South 39 degrees and 25 minutes East 290-35/100 feet to a stake, thence North 50 degrees and 35 minutes East 103 feet to the beginning.

It being the same property conveyed in a deed of even date herewith by William E. Shuck and Alice A. Shuck, his wife, to the said parties of the first part and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this mortgage.

SUBJECT, however, to two certain easements for roadways along the easterly and southerly sides of said property as set out in a deed dated the 31st day of May, 1946 from Lucius B. Carter, widower, to William E. Shuck and Alice A. Shuck, his wife, of record in Liber 209, folio 300, one of 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.

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 (\$3,000.00) 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 hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

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

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage,

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

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Clement A. Lancaster (SEAL)
Clement A. Lancaster

A. A. Helmick

Joan Lancaster (SEAL)
Joan Lancaster

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 17th day of March, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CLEMENT A. LANCASTER and JOAN LANCASTER, his wife, and each acknowledged the aforesaid 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.

A. A. Helmick
Notary Public
My Commission expires May 2, 1955

Computed and ~~record~~ Delivered

To *Mtge City*

Apr 5 1954

LIBER 303 PAGE 348

FILED AND RECORDED MARCH 22nd 1954 at 2:20 P.M.

This Mortgage, Made this *19th* day of March in the year nineteen hundred and fifty-four, by and between

Isaac R. Izzett and Della Mae Izzett, 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

Isaac R. Izzett and Della Mae Izzett, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Eleven Hundred (\$1100.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of \$1x (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on *June 30, 1954*



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

Isaac R. Izzett and Della Mae Izzett, 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:

(1) All that lot or parcel of land situated in the City of Cumberland, Maryland, being part of Lot No. 485 on the Plat of the Humbird Land and Improvement Company's Addition to Cumberland, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a point on the fourth line of the deed from Wesley C. Light to Annie L. McLaughlin, bearing date the 22nd day of October, 1917, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 124, folio 392, and being on the East side of an alley, and in the rear of Potomac Street, and distant in a Northeasterly direction 70 feet from the North side of Potomac Street on said fourth line of said deed, and running thence across the whole lot and parallel with Potomac Street, South 53 1/2 degrees East 30 feet, then North 36 1/2 degrees East 30 feet to an alley, and with it, North 53 1/2 degrees West 30 feet to an alley, the first one mentioned, and with it, South 36 1/2 degrees West 30 feet to the beginning.

It being the same property which was conveyed unto Charles L. Howser and Della Mae Howser, his wife, by Aaron Lazarus and others, by deed dated September 12, 1930, and recorded among the Land Records of Allegany County in Liber 164, folio 119, and by subsequent deed from Charles L. Howser, unmarried, to the said Della Mae Howser, unmarried, by deed dated January 30, 1941, and recorded in Liber 189, folio 123, one of the Land Records of said County. The said Charles L. Howser and

Della Mae Howser were divorced A VINCULO MATRIMONII on January 29, 1941, as will be seen by reference to No. 15,866 Equity, in the Circuit Court for Allegany County, and the said Della Mae Howser having since intermarried with Isaac R. Izzett; and by subsequent deed of George R. Hughes, Jr., Trustee, dated January 29, 1953, and recorded in Liber No. 247, folio 246, one of the Land Records of Allegany County.

(2) All that lot or parcel of land known as Lot No. 484 on Potomac Street, as shown on the Plat of the Humbird Land and Improvement Company, as recorded in the Office of the Clerk of the Circuit Court for Allegany County, Maryland.

It being the same property which was conveyed unto the said Isaac R. Izzett and Della Mae Izzett, his wife, by Caroline S. King and Robert E. King, her husband, by deed dated August 29, 1942, and recorded in Liber 194, folio 267, 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 Eleven Hundred (\$1100.00) - - - 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, Jr., 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

LIB 313 350

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

Five hundred Dollars (\$500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

WITNESS, the hand and seal of said mortgagor.



WITNESSES:

Geo. A. Siebert

Isaac W. Izzett (SEAL)
Delia Mae Izzett (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 9th day of March in the year nineteen hundred and forty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared.

Isaac W. Izzett and Delia Mae Izzett, his wife,
and Charles A. Piper 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.



Geo. A. Siebert
Notary Public

T. L. Richards City City
Apr 5 54

C

FILED AND RECORDED MARCH 22nd 1954 at 11:55 A.M.

This Mortgage, Made this 20th day of March,

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

Daniel A. Norris and Golda M. Norris, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, hereinafter called mortgagors, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH:



Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of

SEVENTEEN HUNDRED Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:



By the payments of SEVENTEEN Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All that tract or parcel of land known as a part of "Bell Grave" located in Election District No. 1 in Allegany County, State of Maryland, which is particularly described as follows, to-wit:

BEGINNING at a stone pile on a ledge of rocks beside the old stone quarry in the mouth of Quarry Hollow and also South 56-1/2 degrees East 16 links from a white Pine sapling standing in the quarry with three notches. From thence North 55 degrees East 13-1/4 perches to the Creek to a stake close to an ash with four notches South 35-1/2 degrees East 19-1/2 perches to a locust stake standing close to a little hollow on a bluff of the creek, South 80-3/4 degrees East 11-3/4 perches, to a double Black Oak sapling marked South 86 degrees 16-1/2 perches to a locust stake South 66 degrees East 19 perches in the creek and also the corner of "Bell Grave", thence reversing lines of said tract of land South 12-1/2 degrees East 30 perches, South 23 degrees East 34 perches to a Gum stump on the Washington County side of Creek, a short distance below the mouth of Bear Branch, South 33-1/2 degrees West 34 perches to the short bend in the creek the corner being in the creek opposite a white walnut on the Allegany Side of creek, thence leaving line of "Bell Grave" South 76-1/4 degrees West 54 perches to the Out South line to a stake marked by several witnesses and also the corner of "Bell Grave" North 69-1/2 degrees West 44 perches. North 56-3/4 degrees West 12-1/2 perches North 48 degrees West 19 perches, thence with the range of said hollow to the beginning, North 35 degrees West 139-1/5 perches, lines No. 6, 7, 8 and 10 must be run with 3-1/2 degrees more variation than the other lines, containing ninety-five acres, more or less.

This being the said land which was conveyed by Isaac C. Swain and Mary C. Swain, his wife, and Amanda Trail unto Mary Blanch Harris and Daniel Webster Harris by deed dated March 19, 1894, and recorded among the Land Records of All-tany County, Maryland, in Liber 2, folio 207. The said Mary Blanch Harris, one of the grantees in the above mentioned deed, died intestate at the age of 11 years leaving as her only heir at law her brother, Daniel Webster Harris, who inherited by operation of law her one-half interest in the above described property thereby vesting in himself the entire fee simple title to the property.

Accepting, however, the following portions of the same which have heretofore been conveyed away:

(1) Deed from Daniel Webster Harris, et al., to W. M. Harris dated May 27, 1897, and recorded among the Land Records of All-tany County, Maryland, in Liber 103, folio 349, which contained the words, "with the right of ingress and egress to the national highway."

(2) Deed from Daniel Webster Harris, et al., to William C. Harris dated 31st March 1898, and recorded among the Land Records of All-tany County, Maryland, in Liber 112, folio 11, which conveyed away an acre of land.

(3) Deed from Daniel Webster Harris, et al., to State of Maryland for the use of the State Roads Commission dated July 23, 1898, and recorded among the Land Records of All-tany County, Maryland, in Liber 110, folio 14, which conveyed the right-of-way for the relocation of the U. S. Route No. 41.

The above described property is improved by a two story frame dwelling house of eight rooms and bath with hot air furnace heat piped to each room and by a barn, chicken house and other farm buildings.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be 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 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 mortgagor hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do

covenant that they will execute such further assurances as may be requisite.

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

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

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

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

shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, their heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

SIXTEEN HUNDRED

Dollars

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

Witness, the hand and seal of the said mortgagors.

Attest:

Rosalie A. Crabtree

Daniel W. Norris (SEAL)

Golda M. Norris (SEAL)

Golda M. Norris (SEAL)

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 20th day of March

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

Daniel W. Norris and Golda M. Norris, his wife,

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



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

Rosalie A. Crabtree

Notary Public.

Compared and ~~read~~ Delivered &
To Geo. H. Lutz, City
Apr 5 1954

LIBER 303 PAGE 354

FILED AND RECORDED MARCH 22" 1954 at 1:55 P.M.

PURCHASE MONEY

This Mortgage, Made this 19TH day of MARCH in the
year Nineteen Hundred and fifty-four by and between
William E. Hixenbaugh and Ethel V. Hixenbaugh,
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
Seven Thousand 00/100 - - - (\$7000.00) - - - - - 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-eight 16/100 - - - (\$48.16) - - - - - 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.

How 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, piece or parcel of ground being known as
all of Lot No. 1 and the adjoining six feet of Lot No. 2 of a part
of the Frederick A. Wempe property which is situated on the easterly
side of Memorial Avenue just south of Elwood Street in the City of
Cumberland, Allegany County, Maryland, and more particularly de-
scribed as follows, to-wit:

Beginning for the same at a stake and iron bar on the
easterly side of Memorial Avenue distant South 14 degrees 20 minutes
West 109.28 feet from the intersection of the southerly side of
Elwood Street with the easterly side of Memorial Avenue and running
then South 70 degrees 40 minutes East 110 feet to a stake; then South
14 degrees 20 minutes West 64.3 feet to a stake; then North 70 degrees
40 minutes West 110 feet to a stake on the easterly side of Memorial
Avenue; then with said easterly side of Memorial Avenue North 14
degrees 20 minutes East 64.3 feet to the place of beginning.

Being the same property which was conveyed unto the parties
of the first part by deed of Frederick L. Wempe and Betty P. Wempe,
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 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 Seven Thousand 00/100 - - - - (\$7000.00) - - - - - 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 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 govern-

mental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said 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 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:

James L. Hain

William E. Hixenbaugh [SEAL]
William E. Hixenbaugh
Ethel V. Hixenbaugh [SEAL]
Ethel V. Hixenbaugh

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 19TH day of MARCH

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

William E. Hixenbaugh and Ethel V. Hixenbaugh, 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.

James L. Hain
Notary Public

Compared and Mailed *RECEIVED*
to *Mtge Frostburg Md*
Apr 5 1954

FILED AND RECORDED MARCH 20 1954 AT 10:10 AM

PURCHASE MONEY

This Mortgage, Made this 19th. day of March in the year
Nineteen Hundred and Fifty-four by and between

ROBERT W. JONES and ORVA E. JONES, 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

Nine Thousand - - - - - 00/00 Dollars

(\$ 9,000.00) with interest at the rate of four 1/2 per centum (4-1/2) 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

Fifty-six - - - - - 94/00 Dollars,

(\$ 56.94) commencing on the 1st. day of May, 1954

and on the 1st. 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 19th. day of March, 1974, ~~1954~~. Privilege is reserved to prepay at
any time, without premium or fee, the entire indebtedness or any part thereof.

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

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

Robert W. Jones and Orva E. Jones, 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: All those lots or parcels of ground known and designated as Lots
Numbers Sixty-two (62) and Sixty-three (63) in Long's National Highway Second
Addition to LaVale, which are particularly described as follows, to-wit:

LOT NO. 62: BEGINNING for the same at a point on the Northerly side of
Fourth Street at the end of the first line of Lot No. 61 and running thence with
said Fourth Street, South 48 degrees 41 minutes West 50 feet to Lot No. 63, thence
on the division line between Lots Nos. 62 and 63, North 41 degrees 19 minutes West
100 feet, thence North 48 degrees 41 minutes East 50 feet to Lot No. 61, thence on
the division line between Lots Nos. 61 and 62, South 41 degrees 19 minutes East 100
feet to the place of beginning.

LOT NO. 63: BEGINNING for the same at a peg on the Northerly side of Fourth
Street at the end of the first line of Lot No. 62 and running thence with said
Street, South 48 degrees 41 minutes West 50 feet, thence on the division line between
Lots Nos. 63 and 64, North 41 degrees 19 minutes West 100 feet, thence North 48
degrees 41 minutes East 50 feet to Lot No. 62, and thence on the division line

between Lots Nos. 62 and 63, South 41 degrees 19 minutes East 100 feet to the place of beginning.

BEING the same parcels of ground which were conveyed to Edgar T. Duke et ux. by deed from John E. McDonald et ux. dated November 9, 1944 and recorded in Liber No. 292, folio 240, one of the Land Records of Allegany County, Maryland.

SECOND: All that lot or parcel of ground situate in the rear of said Lots Nos. 62 and 63 in said addition to LaVale and particularly described as follows:

BEGINNING for the same at the end of the dividing line between Lots Nos. 61 and 62 in said addition, the said beginning being also at a point distant, North 41 degrees 19 minutes West 100 feet from the intersection of the dividing line between Lots Nos. 51 and 62 with the westerly side of Fourth Street as shown on a plat of said addition, and running thence with the westerly boundary lines of said Lots Nos. 62 and 63, South 48 degrees 41 minutes West 100 feet, thence North 41 degrees 19 minutes West 100 feet, thence North 48 degrees 41 minutes East 100 feet, thence South 41 degrees 19 minutes East 100 feet to the beginning.

BEING the same property conveyed to the said Edgar T. Duke et ux. by deed from Charles D. Lowr et ux. dated January 16, 1952 and recorded in Liber No. 237, folio 484 among said Land Records of Allegany County, Maryland.

BEING ALSO THE SAME PROPERTIES which were conveyed to the said Robert W. Jones and Orva E. Jones, his wife, by deed from the said Edgar T. Duke and Yvette E. Duke, his wife, of even date herewith which is intended to be recorded among said Land Records simultaneously with this mortgage.

THIS MORTGAGE is executed to secure a part of the purchase price of the above described real estate and is in whole a 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.

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

-- Twelve Thousand - - - - - 00/00

(\$12,000.00) 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 hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Ralph M. Race
Ralph M. Race

Robert W. Jones (SEAL)
ROBERT W. JONES

Ralph M. Race
Ralph M. Race

Orva E. Jones (SEAL)
ORVA E. JONES

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 19th. day of March in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

ROBERT W. JONES and ORVA E. JONES, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared ^{G. Alvin Kreiling} ~~William H. Jones~~, 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 ^{G. Alvin Kreiling} ~~William H. Jones~~ 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. Race
Ralph M. Race
Notary Public

Compared and Mailed ~~xxxxxx~~

To Notpe City

Apr 5 1954

LIBER 303 PAGE 360

FILED AND RECORDED MARCH 20th 1954 at 10:45 A.M.

THIS MORTGAGE, Made this 19th day of March, 1954, by and between NORMAN L. BARGER and CAROLE H. BARGER, 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 bona fide indebted unto the party of the second part in the full and just sum of Nine (\$9,000.00) Thousand Dollars, with interest from date at the rate of four and one-half per cent (4½%) per annum, which said sum is part of the purchase price of the property hereinafter described, and this mortgage is hereby declared to be a Purchase Money Mortgage, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Sixty Eight Dollars and Eighty Five Cents (\$68.85) on account of interest and principal, beginning on the 15th day of May, 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 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 the cost 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 on the north side of Prince George Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 9 in Block No. 4 in Cumberland Heights Addition to Cumberland, and particularly

described as follows, to-wit:

BEGINNING for the same on the north side of Prince Georges Street at the end of the first line of Lot No. 8 of said Block, and running then with the north side of said Street, North 87 degrees 27 minutes East 33-1/2 feet; then North 2 degrees 33 minutes West 120 feet to the south side of an alley; and with said alley, South 87 degrees 27 minutes West 33-1/2 feet to the end of second line of said Lot No. 8; then with said second line reversed, South 2 degrees 33 minutes East 120 feet to the place of beginning.

It being the same property conveyed in a deed of even date herewith by William E. Hixenbaugh and Ethel V. Hixenbaugh, his wife, to the said Norman L. Barger and Carole H. Barger, his wife, and intended to be recorded among the land Records of Allegany County, Maryland, simultaneously with this 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 Nine Thousand (\$9,000.00) 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 hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or

in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not, and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs and 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 Nine Thousand (\$9,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Norman L. Barger (SEAL)
Norman L. Barger

Carole H. Barger (SEAL)
Carole H. Barger

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 19th day of March, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared NORMAN L. BARGER and CAROLE H. BARGER, 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 W. Odes
Notary Public
My Commission expires May 2, 1955

FILED AND RECORDED MARCH 20th 1954 at 11:35 A.M.

This Mortgage, Made this 20th day of March
in the year Nineteen Hundred and Fifty-Four _____, by and between

Donald Carder and Patricia Carder, his wife,

of Allegany County, in the State of Maryland
part 102 of the first part, and _____

George P. Davis and Miranda J. Davis, his wife,



Wetzel, Olatunwo, Md.
April 7 54

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said Donald Carder and Patricia Carder, his wife, stand indebted unto the said George P. Davis and Miranda J. Davis, his wife, in the full and just sum of Twelve Hundred Dollars (\$1200.00) payable one year after date with interest thereon at the rate of four per cent (4%) per annum, payable semi-annually; the first of said monthly payments of interest to be made on or before the 20th day of September, 1954, and semi-annually thereafter on March 20th and September 20th in each year until this mortgage indebtedness has been paid in full.

It is understood by and between the parties hereto that the parties of the first part shall amortize the within mortgage in payments of not less than Two Hundred Dollars (\$200.00) per year, in semi-annual installments of One Hundred Dollars (\$100.00), the first of said payments on principal to be made on or before March 20th, 1955, and semi-annually on or before the 20th day of September and March in each year thereafter until the full mortgage indebtedness, together with the interest accrued thereon, shall have been 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 Donald Carder and Patricia Carder,

his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said George P. Davis and Miranda J. Davis, his wife, their

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

All that lot, piece or parcel of ground lying and being in Election District No. 2 in Allegany County, Maryland, and known as a part of "Kelley's Resurvey on New Cumnock" and more particularly described as follows:

Beginning for the same at three white oak saplings on one stump standing on a cliff on the North Bank of the Uhl Highway, said point of beginning being at the end of a reference line drawn North 69 degrees East 250 feet from a steel stake standing on the East Bank of a small stream entering a culvert under said Uhl Highway, and being the beginning stake of a certain tract conveyed by Wilbert Lepley, et ux, et al, to Arthur O. Kerns, et ux, by deed dated the 30th day of September, 1949, and recorded in Liber 227, folio 139, one of the Land Records of Allegany County, Maryland, and running thence (1) North 72½ degrees East 153.5 feet to a stake near a white

oak tree; (2) North 72 degrees East 120 feet to a steel stake; (3) South 82 degrees East 88.5 feet to a stake; (4) North 83½ degrees East 226.5 feet to a stake; (5) South 85 degrees East 221.5 feet to a stake; (6) South 72 degrees East 133 feet to a point in the center of the pack Horse Road; (7) thence by the approximate center line of said Road South 41 degrees West and South 69½ degrees West about 200 feet to the intersection of said center line with the Northeasterly margin of the Uhl Highway; (8) thence by said margin of said highway about 930 feet to the place of beginning.

It being the same property which was conveyed to Donald Carder and Patricia Carder, his wife, by George P. Davis and Miranda J. Davis, his wife, by deed dated June 4, 1953, and recorded in Liber 250, folio 375, 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 Donald Carder and Patricia Carder, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said George P. Davis and Miranda J. Davis, his wife, their executors, administrators or assigns, the aforesaid sum of Twelve 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 _____

Donald Carder and Patricia Carder, 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 Donald Carder and Patricia Carder,
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 George P.

Davis and Miranda J. Davis, his wife, their

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

matured or not; and as to the balance, to pay it over to the said Donald Carder and Patricia Carder, 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 Donald Carder and Patricia Carder, 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 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 & their heirs or assigns, to the extent of _____ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest

Ethel McLarty

Donald Carder [Seal]
DONALD CARDER

Patricia Carder [Seal]
PATRICIA CARDER

_____ [Seal]

_____ [Seal]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 20th day of March
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Donald Carder and Patricia Carder, his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared
George P. Davis and Miranda J. Davis, his wife,
the within named mortgagees and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.



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

Ethel McCarty
Notary Public

Compared and delivered
To Geo. H. Lipp, City City
Apr 5 1954

This Mortgage. Made this 22ND day of MARCH in the
year Nineteen Hundred and fifty-FOUR by and between

Carl J. Eichner and Catherine L. Eichner, his wife,

of Allegany County, in the State of Maryland, part 1.25 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
Fifty-five Hundred 00/100 - - - - - (\$5500.00) - - - - - 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-five 00/100 - - - - - (\$55.00) - - - - - 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 the following described parcel of land situated in the City of Cumberland in Allegany County, State of Maryland, being known and designated as Lot No. 5 as shown on the plat of Eichner's Addition to Cumberland, which plat will be recorded among the Land Records of Allegany County, and which parcel of land is particularly described as follows, to-wit:

Lot No. 5: Beginning at a stake in the limits of Bedford Street, second corner of Parcel No. 4, and running then with said Bedford Street, North 38 degrees 30 minutes East crossing a private driveway at 8 feet, in all 128 feet to a concrete marker, second corner of the entire tract; then with a part of the division line between this and the Valentine property, South 50 degrees 00 minutes East 160 feet to a stake; then along Edward Alley, South 38 degrees 30 minutes West 128 feet to a stake, third corner of Parcel No. 4; then reversing the second line thereof, North 50 degrees 00 minutes West 160.5 feet to the beginning.

Being the same property which was conveyed unto Carl J. Eichner by deed of J. Charles Eichner, et ux dated April 15, 1946 and recorded in Liber No. 208, folio 323, 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 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 Fifty-five Hundred 00/100 - - - (\$5500.00) - - - - - 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 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:

[Signature]

Carl J. Eichner (SEAL)
Carl J. Eichner
Catherine L. Eichner (SEAL)
Catherine L. Eichner

_____ (SEAL)

_____ (SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 22nd day of MARCH
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Carl J. Eichner and Catherine L. Eichner, 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.



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

George W. Legge
Notary Public

FILED AND RECORDED MARCH 23rd 1954 at 8:30 A.M.

This Mortgage, Made this 22nd day of March

in the year Nineteen Hundred and Fifty-Four, by and between
Forrest L. Morris and Thelma G. Morris, his wife,

of Allegany County, in the State of Maryland

part 1st of the first part, and

CUMBERLAND B & O EMPLOYEES FEDERAL CREDIT UNION, a co-operative
association organized and doing business under the provisions of
The Federal Credit Union Act,
part 2nd 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 eleven hundred forty
(\$1,140.00) dollars which was this day advanced by the party of the
second part to the parties of the first part, the receipt of which is



hereby acknowledged by the said parties of the first part, and

WHEREAS, the aforesaid sum of eleven hundred forty (\$1,140.00) dollars, with interest at the rate of one per centum (1%) per month on monthly balances, is payable by the parties of the first part to the party of the second part in thirty-six (36) monthly installments of thirty-seven dollars and fifty cents (\$37.50) each, on account of interest and principal, beginning the 15 day of April, 1954, and continuing on the same day of each and every month thereafter until the principal sum and interest are fully paid, the said monthly payments to be applied first to the payment of interest and secondly to the payment of principal of the mortgage indebtedness. Privilege is reserved to pay 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 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~~ and assigns, the following property, to-wit:

All that lot or parcel of ground lying and being in Cumberland, Allegany County, Maryland, situate on the easterly side of Pennsylvania Avenue in Laing's Second Addition to Cumberland, designated on the plat of said addition as part of Lot No. 206 and contained within the following courses and distances, to wit:

Beginning for the same on the easterly side of Pennsylvania Avenue at a point where a line projected through the center partition of the double dwelling house known as Nos. 404 and 406 Pennsylvania Avenue, Cumberland, Maryland, intersects said avenue and running then with said intersecting line projected through the said center partition South 75 degrees 50 minutes East 100 feet, then South 14 degrees 10 minutes West 12.57 feet to a point on the second line of a deed from Harry I. Stegmaier, Executor, to Georgia C. Sykes, dated January 5, 1942, which is recorded among the Land Records of Allegany County,

Maryland, then with the said second line reversed North 77 3/4 degrees West 100 feet to the easterly side of Pennsylvania Avenue, and then with said avenue North 14 degrees 10 minutes East 15.75 feet to the place of beginning.

BEING the same property which was conveyed by Marie K. Holzshu, unmarried, to the said parties of the first part by deed dated the 6th day of September, 1945, and recorded in Liber No. 205, folio 588, among the Land Records aforesaid.

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 party of the second part, its successors and assigns, in fee simple forever.

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

ELEVEN HUNDRED FORTY (\$1,140.00) 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

act and deed; and at the same time before me also personally appeared Eric M. Scherch, President of Cumberland B & O Employees Federal Credit Union,

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 Eric M. Scherch did further in like manner make oath that he is the President and agent of said association and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year ~~1954~~ that above written.

Eric M. Scherch
Notary Public

*Compare and Mail
To Earl E. Mangel Atty. Atty.
May 24, 1954*

FILED AND RECORDED MARCH 23rd 1954 at 9:30 A.M.
FORCHAMER MARY

This Mortgage. Made this 22nd day of MARCH

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

Paul Chester Twigg and Dorothy Alameda Twigg, his wife,
of Allegheny County, in the State of Maryland

parties of the first part, and C. Glenn Watson, widower,
of Allegheny 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 Two Thousand Two Hundred (\$2,200.00) Dollars, which said principal sum or any balance thereof 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 Twenty-eight (\$28.00) Dollars, the first of which said installments shall become due and payable one month from the date hereof and monthly thereafter until the said principal sum is fully paid; and out of said monthly payments first shall be deducted the interest upon the said principal sum or any unpaid balance thereof, and the balance of said monthly payments to be applied to the reduction of said principal sum; with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum and interest 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

Paul Chester Twigg and Dorothy Alameda Twigg, his wife,
do give, grant, bargain and sell, convey, release and confirm unto the said C. Glenn Watson, widower, his

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

FIRST PARCEL: ALL that lot or parcel of ground situate about one and one-half miles northeasterly of the City of Cumberland, Allegheny County, Maryland, being Lots nos. 679 and 742, Section "B", as shown on amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, and described as follows, to-wit:

BEGINNING at a point on the westerly side of Forest Avenue at the end of the first line of Lot no. 678 and running with the westerly side of Forest Avenue, North 18 degrees 55 minutes East 40 feet; thence North 71 degrees 5 minutes West 200 feet to the Easterly side of Trenton Street; thence South 18 degrees 55 minutes West 40 feet; thence South 71 degrees 5 minutes East 200 feet to the place of beginning.

SECOND PARCEL: ALL that lot or parcel of ground situate about one and one-half miles northeasterly of the City of Cumberland, Allegany County, Maryland, being Lot No. 673, Section "B" as shown on Attached Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland and described as follows, to-wit:

LOT NO. 673: BEGINNING at a point on the westerly side of Forest Avenue at the end of the first line of Lot No. 677 and running with the westerly side of Forest Avenue, North 13 degrees 55 minutes East 40 feet; thence North 71 degrees 5 minutes West 100 feet; thence South 13 degrees 55 minutes West 40 feet; thence South 71 degrees 5 minutes East 100 feet to the place of beginning.

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 Paul Chester Twigg and Dorothy Almeida Twigg, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

C. Glenn Watson, widower, his executor, administrator or assigns, the aforesaid sum of

Two Thousand Two Hundred (\$2,200.00) 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

Paul Chester Twigg, and Dorothy Almeida 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

Paul Chester Twigg and Dorothy Almeida 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

C. Glenn Watson, widower, his

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 Paul Chester Twigg and Dorothy Almeida 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 mortgagors, their representatives, heirs or assigns.

And the said Paul Chester Twigg and Dorothy Almeida 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 his

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

Two Thousand Two Hundred (\$2,200.00) - - - - - 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 Allegany County, in the State of Maryland, part~~ies~~ of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Five Thousand & 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 $\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of Forty & 86/100 - - - (\$40.86) - - - - 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 those tracts, pieces and parcels of land and the improvements thereon lying on the North side of the Bedford Road near Zion Church in Election District No. 5 in Allegany County, Maryland which are conveyed in the deed from Finley C. Hendrickson, Trustee, to Elmira Zembower, and Theodore K. Zembower, a son with right of survivorship dated October 28, 1940, and recorded in Liber 188, folio 270 one of the Land Records of Allegany County, Maryland, excepting, however, all those parts of the same which were conveyed away by Filler A. Zembower and Elmira Zembower, his wife, in the two following deeds, first deed to Charles F. Zembower and Margaret E. Zembower, his wife, dated October 20, 1926 and recorded in Liber 152, folio 546 Land Records of Allegany County, Maryland, second deed to Cortes C. Zembower and Thelma B. Zembower, his wife, dated March 22, 1935, and recorded in Liber 180, folio 552 one of said Land Records and also excepting all that part of the same conveyed by Elmira Zembower, widow, and Theodore K. Zembower, to Robert P. Shipley and Bessie L. Shipley, his wife, by deed dated July 28, 1941 and recorded in Liber 190, folio 619 one of said Allegany County, Maryland Land Records, the said Elmira Zembower being now deceased said property has vested solely in Theodore K. Zembower, the other original grantee, reference to the aforesaid deeds is hereby made for a further description of said property.

Being the same property which was conveyed unto the parties of the first part by deed of Theodore K. Zembower, unmarried, 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 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 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 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 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 [SEAL]
Emma A. Dick [SEAL]
Harry G. Dick [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 22ND day of MARCH
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Harry G. Dick and Emma A. Dick, 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.

Compared and ~~Recd~~ Delivered &
To *W. A. Buchanan* *Mtgee Co*
Apr 5 1954

LIBER 303 PAGE 378

FILED AND RECORDED MARCH 24th 1954 at 3:50 P.M.

VA Form 4-4318 (Home Loan).
April 1961 Use optional.
Servicemen's Readjustment Act
(38 U. S. C. A. 694 (a)). AC-
ceptable to RFC Mortgage Co.

MARYLAND

MORTGAGE

THIS MORTGAGE, made this *24th* day of March, A. D. 1954, by

Howard A. Buchanan and Rosalyn E. Buchanan, 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, ~~HOWARD A. BUCHANAN AND ROSALYN E. BUCHANAN~~ 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 Ten Thousand ----- Dollars (\$ 10,000.00), 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 ($4\frac{1}{2}$ %) 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 Sixty-Three and 27/100 ----- Dollars (\$ 63.27), commencing on the first day of November -----, 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 October -----, 1974. 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 those two lots of land known as Lots No. 9 and No. 10 in Block M of the lots laid out by The Dingle Park Land Company, Incorporated, situate, lying and being in Election District No. 6, of Allegany County, State of Maryland, and lying near the Westerly limits of the City of Cumberland, said lots being more particularly described as follows:

LOT NO. 9: BEGINNING for the same at a point on the North side of Washington Street Extended at the end of the Third line of Lot No. 8, of Block M, and running thence reversing the Third line thereof, North 40 degrees West 216 1/2 feet to the South side of a 15-foot alley; thence with the South side thereof, South 50 degrees West 50 feet; thence with a line parallel to the First line of this lot, South 40 degrees East 206 feet to the North side of Washington Street Extended; thence with the North side of Washington Street Extended, North 61 degrees 55 minutes East 51-1/10 feet to the place of beginning.

LOT NO. 10: BEGINNING for the same at a point on the North side of Washington Street Extended, at the end of the Third line of Lot No. 9, of Block M, and running thence reversing the Third line thereof, North 40 degrees West 206 feet to the South side of a 15-foot alley, thence with the South side thereof, South 50 degrees West 50 feet to the East side of Dingle Park Drive, thence with the East side of said Dingle Park Drive, it being parallel to the First line of this lot, South 40 degrees East 195 1/2 feet to the North side of Washington Street Extended, thence with the North side of Washington Street Extended, North 61 degrees 55 minutes East 51-1/10 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Walter C. Capper and wife, by deed dated October 19, 1953, and recorded in Liber No. 254, folio 142, one of the Land Records of Allegany County.

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

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:

James M. Sorley
James M. Sorley

Howard A. Buchanan [SEAL]
Rosalyn E. Buchanan [SEAL]
[SEAL]

STATE OF MARYLAND, ALLEGANY COUNTY to wit:

I HEREBY CERTIFY, That on this 24th day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Howard A. Buchanan and Rosalyn E. Buchanan, 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 aforesaid.



James M. Sorley
Notary Public

FILED AND RECORDED MARCH 24th 1954 at 2:50 P.M.**This Mortgage,** Made this 23rd day of

March in the year nineteen hundred and fifty-four, by and between George W. Morris, unmarried; Harry T. Morris and Virginia D. Morris, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

George W. Morris, unmarried; Harry T. Morris and Virginia D. Morris, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Five Hundred Fifty (\$550.00) ----- 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 June 30, 1954

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

George W. Morris, unmarried; Harry T. Morris and Virginia D. Morris, 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 West side of Maryland Avenue in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a point standing 49 feet on the second line of a parcel of ground conveyed by Richard D. Johnson, et al, to Louise Morris by deed dated December 7, 1892, and recorded in Liber No. 74, folio 20, one of the Land Records of Allegany County, Maryland; and continuing thence with the remainder of said second line and the same extended (Magnetic bearings as of the original deed and with horizontal measurements) North 8 degrees and 40 minutes East 17.2 feet to a point in line with the centre of partition wall of the double dwelling, one-half of which stands on this described property and the other half on the adjoining property on the North; thence with the centre line of said partition wall and at right angles to Maryland Avenue, North 81 degrees and 20 minutes West 59 feet to a point; thence parallel to Maryland Avenue, South 8 degrees and 40 minutes West 17.2 feet to a point in line with the North plane of the adjoining brick building on the South; thence with said North plane wall, South 81 degrees and 20 minutes East 59 feet to the beginning.

It being the same property which was conveyed unto George W. Morris and Harry T. Morris by Sarah A. Stout, widow, by deed dated the 6th day of September, 1946, and recorded in Liber No. 252, folio 34, 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 Five Hundred Fifty (\$550.00) - - 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

Five Hundred Fifty (\$550.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Thomas L. Keech

George W. Morris (SEAL)
George W. Morris

Harry T. Morris (SEAL)
Harry T. Morris

Virginia D. Morris (SEAL)
Virginia D. Morris

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 23rd day of March in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

George W. Morris, unmarried; Garry T. Morris and Virginia D. Morris, 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. Anley
Notary Public

FILED AND RECORDED MARCH 24, 1954 at 2:50 P.M.

Handwritten notes:
Mortgage City
Apr 5 1954

This Mortgage, Made this 16th day of March in the year nineteen hundred and fifty-four, by and between

Urban F. McKenzie and Sarah E. McKenzie, 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

Urban F. McKenzie and Sarah E. McKenzie, 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 March 31, 1954

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

Urban F. McKenzie and Sarah E. McKenzie, 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 being in the Town of
Lonaconing, Maryland, and more particularly described as follows:

BEGINNING at a forked Linn Tree, it being the beginning of James
Brady's lot as conveyed by Hanekamp & Brother and running thence
along the County Road, South $31\frac{1}{2}$ degrees West 40 feet to a stake;
thence South 86 degrees East 66 feet to a stake on the bank of Georges
Creek; thence North 20 degrees East 48 feet to a stake on the fourth
and last line of Brady's lot; thence with said last line, West 80
feet to the place of beginning.

ALSO: All those two lots or parcels of land lying and being in
Lonaconing, Allegany County, Maryland, and described as follows, to-
wit:

BEGINNING for the first piece at a stake standing by the South side
of the County Road and South $3\frac{3}{4}$ degrees West 40 feet from a double
Linn Tree, the beginning of James Brady's lot, it being Lot No. 26 on
the plat and running with the County Road, South $20\frac{2}{3}$ degrees West
57 feet, South $31\frac{3}{4}$ degrees West $29\frac{3}{4}$ feet, thence South $80\frac{1}{2}$ de-
grees East 171 feet to intersect a line drawn South $39\frac{1}{2}$ degrees West
from the end of the fifth line of Lot No. 22, thence North $39\frac{1}{2}$ de-
grees East 106 feet to the end of the said fifth line and with it
reversed, North $82\frac{1}{2}$ degrees West 136 feet to the end of the second

line of William Whitefield's lot, it being Lot No. 25 on the plat,
thence North $85\frac{1}{2}$ degrees West 66 feet to the beginning, the above
described lot being known as Lot No. 23 on the Plat of the Island
property which is filed among the papers in No. 3190 Equity.

BEGINNING for the second lot which is known as Lot No. 22 on said
Plat at the end of the first line of Lot No. 21 and running North 58
degrees West 138 feet to the end of the third line of James Brady's
lot, it being No. 26 on said plat and with the fourth line thereof,
South $12\frac{3}{4}$ degrees West 119 feet, thence with the fifth line there-
of as corrected, North 84 degrees West 52 feet to the end of the
third line of William Whitefield's lot, it being No. 25 on said Plat,
thence South $20\frac{1}{2}$ degrees West 39 feet, thence South 82 degrees East
136 feet to intersect a line drawn South $39\frac{1}{2}$ degrees West from the
beginning, thence North $39\frac{1}{2}$ degrees East 120 feet to the place of
beginning.

It being the same property which was conveyed unto the said Mortga-
gor by Elizabeth R. Ferrens, by deed dated August 6, 1923, and re-
corded in Liber 144, folio 268, of the Land Records of Allegany
County, Maryland.

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

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

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns,
does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of
One Thousand (\$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:

James M. McEneaney

Urban P. McKenzie (SEAL)
Urban P. McKenzie

Sarah E. McKenzie (SEAL)
Sarah E. McKenzie

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 16th day of March in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Urban F. McKenzie and Sarah E. McKenzie, 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 L. McElwee



Compared and *cash* Delivered &

To *Mtipe City*
Apr 5 1954

FILED AND RECORDED MARCH 24, 1954 at 2:50 P.M.

This Mortgage, Made this 16th day of

March in the year nineteen hundred and fifty-four, by and between George E. Langham and Mary S. Langham, his wife,

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

Witnesseth:

Whereas, the said

George E. Langham and Mary S. Langham, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Eleven Hundred (\$1100.00) 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 *June 30 - 1954*

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

George E. Langham and Mary S. Langham, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All the following described parcel of land, situate on the East side of Bartlett Run Road in Allegany County, State of Maryland, near the Town of Barton, and described as follows:

BEGINNING for the same at an iron pin, said iron pin being North 65 degrees West 40.5 feet, North 8 degrees 46 minutes West 283.9 feet from a stone marked 53P, said iron pin being on the East side of Bartlett Run Road and running thence North 62 degrees East 178.2 feet to an iron pin, thence North 48 degrees 10 minutes West 223.5 feet to a cross on a rock, thence North 83 degrees 45 minutes West 149.8 feet to an iron pin on the East side of a private road leading to William A. E. Russell's house, thence along said road, South 35 degrees East 197.3 feet to a cross on a rock on the East side of said Bartlett Run Road, thence along said Road, South 28 degrees 10 minutes East 98.6 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgageors by Herbert W. Langham, widower, by deed dated the 23rd day of February, 1954, and duly recorded among the Land Records of Allegany County.

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

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

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Eleven Hundred (\$1100.00) - - - 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

Eleven Hundred (\$1100.00) - - - - - 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:

George R. Hughes

George E. Langham (SEAL)
George E. Langham

Mary S. Langham (SEAL)
Mary S. Langham

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this *third* day of March in the year nineteen hundred and *fifty-four* before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared George E. Langham and Mary S. Langham, 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 B. Miller
Notary Public



Compared and seen Delivered E
Mtyer City
Apr 15 1954

FILED AND RECORDED MARCH 24th 1954 at 2:50 P.M.

This Mortgage, Made this 19th day of

March in the year nineteen hundred and fifty-four, by and between William M. Cuthbertson, widower; John Thomas Ritchie and Mary E. Ritchie, 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 William M. Cuthbertson, widower; John Thomas Ritchie and Mary E. Ritchie, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-Five Hundred (\$2500.00) - - - - - 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 _____

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 William M. Cuthbertson, widower; John Thomas Ritchie and Mary E. Ritchie, 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 situate in the Town of Lonaconing, Allegany County, Maryland, it being part of a lot or parcel of ground which was conveyed to William Atkinson and Abraham D. Peebles by the Georges Creek Coal and Iron Company and known as "Atkinson & Peebles' Addition to Lonaconing, Maryland, and shown on their Plat as Lot No. 9 and fully described as follows:

BEGINNING for the same at a stake standing North 47½ degrees East 81 feet from an iron pin, said pin being the end of the second line of the aforesaid lot or parcel of ground known as Atkinson and Peebles' Addition to Lonaconing, Maryland, and running thence, North 57 degrees West 124 feet, or until it reaches the sixth line of Atkinson & Peebles' Addition to Lonaconing, and with said sixth line reversed, North 33 degrees East 50 feet, South 70 degrees East 25 feet, South 57 degrees East 114 feet or until it reaches the third line of the aforesaid Atkinson & Peebles' Addition, and with said third line reversed, South 47½ degrees West 62 feet to the place of beginning.

It being the same property which was conveyed unto William M. Cuthbertson and Janet Cuthbertson, his wife, by Esther L. Dobbs, widow, by deed dated August 14, 1920, and recorded in Liber No. 134, folio 82, one of the Land Records of Allegany County. The said William M. Cuthbertson and Janet Cuthbertson, his wife, conveyed the same property unto John Thomas Ritchie and Mary E. Ritchie, his wife, by



dated August 11, 1943, and recorded in Liber No. 197, folio 19, one of the Land Records of Allegany County. Mr. and Mrs. Cuthbertson, however, retained unto themselves or the survivor of them a life estate in and to said property. The said Janet Cuthbertson has since departed this life leaving William M. Cuthbertson as the surviving life tenant and John Thomas Ritchie and Mary E. Ritchie, his wife, as the present owners of said property.

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

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

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty-Five Hundred (\$2500.00) 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

Twenty-Five Hundred (\$2500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and

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

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

WITNESS, the hand and seal of said mortgagor.

ATTEST:

James B. McEwen

William M. Cuthbertson (SEAL)
William M. Cuthbertson

John Thomas Ritchie (SEAL)
John Thomas Ritchie

Mary E. Ritchie (SEAL)
Mary E. Ritchie

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this *19/4* day of March In the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared William M. Cuthbertson, widower; John Thomas Ritchie and Mary E. Ritchie, 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 B. McEwen



570

Florence Brown, his wife, by deed dated September 23, 1938, recorded among the aforesaid Land Records in Liber No. 181, folio 484; and

(2) Also excepting from said whole tract, all that part thereof conveyed by the said Louis Weber to Marco Cornachio et ux, by deed dated June 28, 1940, recorded among the aforesaid Land Records in Liber No. 197, folio 655.

The tract of land intended to be hereby conveyed contains 80 acres, more or less.

Being the same property which was conveyed unto the parties of the first part by deed of Glenn P. Rawlings and Thelma C. Rawlings, his wife, et al, dated June 30, 1953, recorded among the Land Records of Allegany County, Maryland in Liber No. 251, folio 283.

"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 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 Three Thousand & 00/100 - - - - (\$3000.00) - - - - 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 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:

[Handwritten signature]

George Reuschel [SEAL]
George Reuschel [SEAL]
Frances R. Reuschel
Francis C. Reuschel [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 23rd day of MARCH in the year nineteen Hundred and Fifty - FOUR, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

George Reuschel and Frances R. Reuschel, 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.
[Handwritten signature]
Notary Public.

FILED AND RECORDED MARCH 24" 1954 at 2:00 P.M.

This Mortgage, Made this 20th day of March,

in the year Nineteen Hundred and Fifty-four _____, by and between

WILLIAM D. SWEENE and COLLEEN ZITA SWEENE,
his wife,of Allegany _____ County, in the State of Maryland,parties of the first part, and THE FIRST NATIONAL BANK OF MOUNT SAVAGE,
MARYLAND, a national banking corporation, having its principal place
of business in Mount Savage,of Allegany _____ County, in the State of Maryland,

part y _____ of the second part, WITNESSETH:

Whereas, the parties of the first part are firmly indebted unto the party of the second part in the full and just sum of EIGHT HUNDRED FIFTY DOLLARS (\$850.00) as evidenced by the joint and several promissory note of the parties of the first part payable, one year after date, to the order of the party of the second part together with interest thereon at the rate of six per cent (6%) per annum, said note being of even date and tenor herewith, and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due and payable.

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

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

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

All that piece or parcel of land lying and being in Allegany County, State of Maryland, and situated near the Village of Morantown, and more particularly described as follows:

BEGINNING for the same at a point North 33 degrees 30 minutes West 123.65 feet from the Northwest corner of the Johnson Lot, thence North 23 degrees 50 minutes West 127 feet, North 57 degrees East 127 feet to a stake, South 23 degrees 30 minutes East 127.8 feet to a stake, South 57 degrees 14 minutes West 127 feet to the place of beginning, containing 37/100 acres.

IT BEING the same property conveyed to the parties of the first part by William Sweeney, Jr. and Eliza Sweeney, his wife, by deed dated December 9, 1949, and recorded among the Land Records



of Allegany County, Maryland, in Deed Liber No. 227, Page 396.

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

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

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

~~the aforesaid sum of~~ the aforesaid sum of EIGHT HUNDRED FIFTY DOLLARS (\$850.00)

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, its successors and assigns,

~~heirs, executors, administrators or assigns,~~ or Matthew J. Mullaney, its ~~heir, 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 and assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Dollars (\$1,000.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors, 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 premlums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

J. L. Hanna
J. L. Hanna

William D. Sweeney [SEAL]
William D. Sweeney

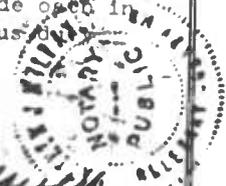
Colleen Zita Sweeney [SEAL]
Colleen Zita Sweeney

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 20th day of March,
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
WILLIAM D. SWEENE and COLLEEN ZITA SWEENE,
his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared RAYMOND L.
HIMELWRIGHT, Cashier of The First National Bank of Mount Savage,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth; and he further made oath in
due form of law that he is the Cashier of said bank and is
authorized to make this affidavit.

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

William D. Sweeney
Notary Public



Designed and Made by
Wagner City
124
54

FILED AND RECORDED MARCH 24th 1954 at 9:30 A.M.
PURCHASE MONEY

This Mortgage, Made this 23rd day of March,
in the year Nineteen Hundred and Fifty -four, by and between

Harry F. Wertman and Gwendolyn G. Wertman, his
wife,

of Allegany County, in the State of Maryland
part 1st of the first part, and

The Second National Bank of Cumberland, a National Banking Corporation with its principal place of business in Cumberland

of Allegany County, in the State of Maryland

part Y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$2850.00 with interest at the rate of 4% per annum computed monthly on unpaid balances, said indebtedness to be amortized over a 15 year period by the payment of at least \$21.81 per month, the first monthly payment being due and payable 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 being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment or One Hundred Dollars, (\$100.00), whichever is less.

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

W. Wertman, his wife,

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

Second National Bank of Cumberland, its successors,

and assigns, the following property, to-wit:

All that piece or parcel of ground situate, lying and being a short distance East of the Mt. Savage Road, the said parcel being a lot of ground twenty-six feet by seventy-five feet and being part of Lots Nos. 6, 7 and 8, Block No. 1 of "Home Land Addition" on the Mt. Savage Road as shown by a plat filed by Joseph Reinhart in Plat Liber 1, folio 3, among the Plat Records of Allegany County, Maryland, said parcel being described in one piece as follows, to-wit:

Beginning for the said parcel at a point on the Southerly side of Bradower Avenue said point being distant North 76 degrees 36 minutes East 74 feet from the intersection of the southerly side of Bradower Avenue with the Easterly side of the Mt. Savage Road; and running then with the Southerly side of Bradower Avenue and the line of Lot No. 8 North 76 degrees 36 minutes East 26 feet; then in a southerly direction and with the rear lines of Lots Nos. 8, 7 and 6 of said Addition 75 feet to the end of the line between Lots Nos. 6 and 5 of said Addition; and with the dividing line between Lots Nos. 6 and 5 of said Addition, South 76 degrees 36 minutes West 26 feet; then by a line parallel to the rear line of said lots, 75 feet to the southerly side of Bradower Avenue, the place of beginning.

Including the right to the use of water from the well

located on either Lots 6, 7 or 8 to be used for the purposes of the parties of the second part, their heirs and assigns.

Being the same property which was conveyed unto the parties of the first part by deed of Walter Thomas Donovan and Ethel M. Donovan, his wife, of even date, which is intended to be recorded among the Land Records of Allegheny County, Maryland, simultaneously with the recording of these presents.

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

Provided, that if the said Harry F. Wertman and Gwendolyn G. Wertman, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Second National Bank of Cumberland, its successors ~~XXXXXXXXXXXXXXXXXXXX~~ or assigns, the aforesaid sum of _____

Twenty-eight Hundred Fifty Dollars (\$2850.00) 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 _____

Harry F. Wertman and Gwendolyn G. Wertman, his wife, _____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Harry F. Wertman and Gwendolyn G. Wertman, 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 _____ Second National Bank of Cumberland, its successors

~~heirs, executors, administrators~~ and assigns, or Harry I. Stagmaier, 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 Harry F. Wertman and Gwendolyn G. Wertman, 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 Harry F. Wertman and Gwendolyn G. Wertman, 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
assigns, the improvements on the hereby mortgaged land to the amount of at least
Twenty-eight Hundred Fifty & 00/100 - - - (\$2850.00) - - - 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 their 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.

Attest:
Harry J. Stymail Harry F. Wertman [SEAL]
Harry J. Stymail Gwendolyn G. Wertman [SEAL]
Notary Public Notary Public

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 23rd day of March
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Harry F. Wertman and Gwendolyn G. Wertman, his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared Joseph M. Naughton,
President of the Second 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 for forth.

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

Chas. Scher
Notary Public.



Compared and Mailed *correctly*
To *Mtge Frostburg Md*
Apr 5 54

FILED AND RECORDED MARCH 24 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 23RD day of MARCH, 1954, by and between
G. VICTOR LAMBERT AND LUCILLE T. LAMBERT, HIS WIFE
of FROSTBURG, in the State of Maryland, Mortgagor S, and THE FIDELITY
SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor S ARE justly indebted unto the Mortgagee in the full and just sum of THREE
HUNDRED SIX AND 90/100 ----- (\$ 306.90)
which is to be repaid in 24 consecutive monthly installments of \$ 13.00 each, beginning one month from
the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said
Mortgagor S do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground
and premises located in FROSTBURG, ALLEGANY COUNTY, MARYLAND, known as
72 WEST UNION STREET

and more fully described in a Deed from ALFRED JOSEPH BURTON & MARGARET M. BURTON dated MAY 28, 1931,
recorded among Land Records of ALLEGANY COUNTY, MARYLAND, Liber 165, Folio 649

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

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the
said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns,
forever, provided that if the said Mortgagor S, THEIR heirs, executors, administrators or assigns, do
or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon
as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on
THEIR part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor S may retain possession of the mortgaged
property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and
interest thereon said Mortgagor S hereby covenant to pay when legally demandable.

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

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

WITNESS OUR hand S and seal S

G. Victor Lambert
G. VICTOR LAMBERT (SEAL)

Rachel Krierew
RACHEL KRIEREW

Lucille T. Lambert
LUCILLE T. LAMBERT (SEAL)

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 23RD day of MARCH, 1954, before me,
the subscriber, a Notary Public of this State and County aforesaid, personally appeared G. VICTOR LAMBERT AND
LUCILLE T. LAMBERT, HIS WIFE

the Mortgagor S and the Mortgagee, the foregoing mortgage and THEY acknowledged the foregoing mortgage to be act.
At the same time the subscriber, Notary Public of ALLEGANY COUNTY, MARYLAND and made oath in the form of law that the consideration set forth in said mortgage is true
and bona fide.



Rachel Krierew
Notary Public
RACHEL KRIEREW

FILED AND RECORDED MARCH 24" 1954 at 9:30 A.M.

This Mortgage, Made this 23rd day of March,
in the year Nineteen-Hundred and Fifty-four, by and between

Harry F. Wertman and Gwendolyn G. Wertman,
his wife,

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

Walter Thomas Donovan and Ethel M. Donovan, his wife,

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

Whereas, the parties of the first part are indebted unto the parties of the second part in the principal sum of \$400.00 to be repaid with interest at the rate of 4 1/2% per annum computed monthly on unpaid balances, said indebtedness to be amortized by the payment of at least \$10.00 per month on principal and interest, 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 being applied first to the accrued interest and the balance to 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 thereof, together with the interest thereon, the said Harry F. Wertman and Gwendolyn G. Wertman, his wife,

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

Walter Thomas Donovan and Ethel M. Donovan, his wife, their heirs and assigns the following property, to-wit:

All that piece or parcel of ground situate, lying and being a short distance East of the Mt. Savage Road, the said parcel being a lot of ground twenty-six feet by seventy-five feet and being part of Lots Nos. 6, 7 and 8, Block No. 1, of "Home land Addition" on the Mt. Savage Road as shown by a plat filed by Joseph Reinhart in Plat Liber 1, folio 3, among the Plat Records of Allegany County, Maryland, said parcel being described in one piece as follows to-wit:

Beginning for the said parcel at a point on the Southerly side of Bradover Avenue said point being distant North 76 degrees 36 minutes East 74 feet from the intersection of the Southerly side of Bradover Avenue with the Easterly side of the Mt. Savage Road; and running then with the Southerly side of Bradover Avenue and the line of Lot No. 8 North 76 degrees 36 minutes East 26 feet; then in a southerly direction and with the rear lines of Lots Nos. 8, 7 and 6 of said Addition 75 feet to the end of the line between Lots Nos. 6 and 5 of said Addition; and with the dividing line between Lots Nos. 6 and 5 of said Addition, South 76 degrees 36 minutes West 26 feet; then by a line parallel to the rear line of said lots, 75 feet to the Southerly side of Bradover Avenue, the place of beginning.

Including the right to the use of water from the well located on either Lots Nos. 6, 7 or 8 to be used for the purposes of the parties of the second part, their heirs and assigns.

Being the same property which was conveyed unto the parties of the first part by deed of the parties of the second part 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 from the parties of the first part to the Second National Bank 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 Harry F. Wertman and Gwendolyn G. Wertman, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Walter Thomas Donovan and Ethel M. Donovan, his wife, their executors, administrators or assigns, the aforesaid sum of _____

Four Hundred & 00/100 - - - - - (\$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 _____

Harry F. Wertman and Gwendolyn G. Wertman, his wife,
 _____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Harry F. Wertman and Gwendolyn G. Wertman, 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 Walter
Thomas Donovan and Ethel M. Donovan, his wife, their

heirs, executors, administrators and assigns, or Harry I. Stagmaier
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 Harry F. Wertman
and Gwendolyn G. Wertman, 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 and their representatives, heirs or assigns.

And the said Harry F. Wertman and Gwendolyn G. Wertman,
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 mortgagees or their
assigns, the improvements on the hereby mortgaged land to the amount of at least

Four Hundred & 00/100 - - - - - (\$400.00) - - - - - 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 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. McClure Harry F. Wertman [SEAL]
Angela H. McClure Gwendolyn G. Wertman [SEAL]
Harry F. Wertman
Gwendolyn G. Wertman [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 23rd day of March,
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Harry F. Wertman and Gwendolyn G. Wertman, his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared Walter Thomas
Donovan and Ethel M. Donovan, his wife,
the within named mortgagees and made oath in due form of law, that the consideration
mortgage is true and bona fide as therein set for forth.

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


Charles B. Smith
Notary Public.

Compared and ~~seen~~ Delivered to
To *Wedge City*
Apr 5 1954

FILED AND RECORDED MARCH 26th 1954 at 2:40 P.M.

This Mortgage, Made this *26th* day of
March in the year nineteen hundred and fifty-four, by and between

James J. VanSickle, Jr. and Mildred I. VanSickle, 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

James J. VanSickle, Jr. and Mildred I. VanSickle, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Thirty-Seven Hundred (\$3700.00) - - - - - 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 March 31, 1954

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

James J. VanSickle, Jr. and Mildred I. VanSickle, 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, lying and being on
the Northwest corner of Columbia Avenue and Valley Street, in the
City of Cumberland, Allegany County, Maryland, and more particularly
described as follows, to-wit:

BEGINNING at a stake on the West side of Valley Street at the end
of the first line of Lot No. 9 of Hook's Third Addition to Cumberland,
and running thence with said Street, North 27 degrees 30 minutes East
26 feet to the South side of Columbia Avenue, thence with said Avenue,
North 62 degrees 30 minutes West 93-4/10 feet, thence South 27 de-
grees 30 minutes West 26 feet to the second line of Lot No. 9 of
Hook's Addition, thence with said second line, South 62 degrees 30
minutes East 93-4/10 feet to the beginning.

It being the same property which was conveyed unto the said
Mortgagors by Annie B. Miller, widow, by deed dated the 9th day of
March, 1949, and recorded in Liber No. 225, folio 50, 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-Seven Hundred (\$3700.00) 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

Thirty-Seven Hundred (\$3700.00) - - - - - 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:

Harold M. Daniels

James J. VanSickle, Jr. (SEAL)
James J. VanSickle, Jr.

Mildred I. VanSickle (SEAL)
Mildred I. VanSickle

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 26th day of March in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

James J. VanSickle, Jr. and Mildred I. VanSickle, 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. Losley
Notary Public

*Completed and recorded
W. E. Frostburg, Md.
Apr 5 1954*

FILED AND RECORDED MARCH 26th 1954 at 10:20 A.M.

This Mortgage, Made this 23^d day of March in the year Nineteen Hundred and fifty-four, by and between

MARKLE W. ROBERTSON AND VIOLA A. ROBERTSON, 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

of Allegany County, in the State of Maryland part 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



TWO THOUSAND - - - - -00/100 DOLLARS (\$2,000.00)

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 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 Election District No. 24 in Allegany County, Maryland, as is shown on a plat recorded in Plat Box No. 96 among the Land Records of Allegany County, Maryland, and which is more particularly described as follows, to wit:

BEGINNING for the same at a stake on the North side of Piney Mountain Road, said stake standing at the intersection of the line between planted stones numbered 152 and 153, both boundary stones of the Consolidation Coal Company, and the North side of the said Piney Mountain Road, said stake also stands North 60 degrees 20 minutes East 308.20 feet from stone number 153 and running thence (true meridian courses and horizontal distances used throughout), North 35 degrees 10 minutes West 179 feet to the fence line of the Scrub Ridge line farm, one of the farms of the Consolidation Coal Company, and running with said fence, North 34 degrees 10 minutes East 232 feet, then leaving said fence line, South 56 degrees 50 minutes East 198.50 feet to the South side of the Piney Mountain Road, and running thence down the Southeastern limits of said Road, South 32 degrees 00 minutes West 14 feet, South 34 degrees 55 minutes West 226 feet to the intersection of the aforesaid line between the aforesaid planted stones 152 and 153 with the Southeastern limits of said Road, then running across said road with said line, South 60 degrees 20 minutes West 63 feet to the place of beginning, containing 1.98 acres, more or less.

IT being the same property which was conveyed by The Cumberland Lumber Company to Markle W. Robertson et ux by deed dated July 10, 1947, and recorded in Deeds Liber 216, folio 264 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 ~~executors or administrators~~ or assigns, the aforesaid sum of _____

- - TWO THOUSAND - - - - -00/100 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 party _____

of the second part, its successors ~~notaries, executors, administrators~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over

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

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

Witness:

Markle W. Robertson [SEAL.]
MARKLE W. ROBERTSON

Viola A. Robertson [SEAL.]
VIOLA A. ROBERTSON

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 23^d day of March in the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Markle W. Robertson and Viola A. Robertson, 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.



Ruth M. [Signature]
Notary Public

Compared and Mailed *1/2/54*
To *Mt. Pleasant Md*
Apr 5 1954

FILED AND RECORDED MARCH 26th 1954 at 10:20 A.M.

This Mortgage. Made this 24th day of March in the year
Nineteen Hundred and Fifty-four by and between

CHRISTINE CHABOT, widow,

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 TWO THOUSAND FIVE HUNDRED AND NO/100 ----- Dollars (\$ 2,500.00) 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

Fifty-nine ----- oo/oo Dollars,

(\$ 59.00) commencing on the 24th day of April, 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 March, 1958. 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

CHRISTINE CHABOT, widow,

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 or parcel of ground lying and being in Allegany County, Maryland, and contiguous to a Village known as Boston Mines, the said land being a part of the John Neff farm, and which said property begins at a fence post and runs thence



North 35 degrees West 200 feet to a stake, thence North 65 degrees East 200 feet to the line of the New York Mining Company, thence South 24 degrees East 200 feet to a board fence and running thence South 48 degrees West 150 feet to the place of beginning.

Being the "First" Parcel particularly described in e deed to Edward F. Chabot

and Christine Chabot, his wife, by deed from Margaret Fradiska, Trustee, dated February 25th, 1932 and recorded in Liber No. 167, folio 273, one of the Land Records of Allegany County, Maryland. Upon the death of the said Edward F. Chabot the entire title to said property vested by operation of law in his widow, the said Christine Chabot.

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

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

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

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

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

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

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

TWO THOUSAND FIVE HUNDRED AND NO/100 - - - - - (\$ 2,500.00) 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 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. Race
Ralph M. Race

Christine Chabot (SEAL)
CHRISTINE CHABOT

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 24th. day of March in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

CHRISTINE CHABOT, widow,

and ----- acknowledged the foregoing mortgage to be her ----- act; and at the same time, before me also personally appeared *G. Alvin Freiling* 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 *G. Alvin Freiling* 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.

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



Ralph M. Race
Ralph M. Race Notary Public

Compared and Mailed *successors*
Walter Frostburg The
Apr 5 1954

FILED AND RECORDED MARCH 26th 1954 at 8:30 A.M.

THIS MORTGAGE Made this 23rd day of March, 1954 by and between

William E. CLAUSON and Zella Pearl CLAUSON, his wife,
of Corriganville, Allegany County
in the State of Maryland, Mortgagor ^S, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor^S are justly indebted unto the Mortgagee in the full and just sum of Seven Hundred eighty-four - - 30/00 (\$ 784.30)

which is to be repaid in 24 consecutive monthly installments of \$ 32.70 each, beginning one month from the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagor^S do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground and premises located in Corriganville, Allegany County, Maryland

known as "Part of the Bardeord property"

and more fully described in a Deed from LaAnna Clauson BECKMAN, widow, dated Dec. 24, 1946 recorded among Land Records of Allegany County, Maryland, Liber 212 Folio 705

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

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, forever, provided that if the said Mortgagor ^S their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor ^S may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagor ^S hereby covenant to pay when legally demandable.

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

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

WITNESS OUR hand ^S and seal ^S

William E. Clauson (SEAL)
William E. CLAUSON

ATTEST:
Ralph M. Face
Ralph M. Face

Zella Pearl Clauson (SEAL)
Zella Pearl CLAUSON

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 23rd day of March, 1954, before me,

the subscriber, a Notary Public of the State and County aforesaid, personally appeared

William E. Clauson and Zella Pearl Clauson, his wife,

who are named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act and deed, and that they also appeared Walter Frostburg The Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true and lawful as therein set forth. /s/ G. Alvin Krelling/

WITNESS my hand and Notarial Seal.



Ralph M. Face
Ralph M. Face Notary Public

Compared and Mailed *James H. Hunsley J. Atty*
Register N. 24 5 52

LIBER 303 PAGE 414

Record 200

FILED AND RECORDED MARCH 25th 1951 at 8:30 A.M.

This Mortgage, Made this 23rd day of March

in the year Nineteen Hundred and Fifty Four, by and between Willard W. Palmer and Mildred R. Palmer, his wife, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns, where the context so admits or requires, of Allegany County, in the State of Maryland

parties of the first part and THE NATIONAL BANK OF KEYSER, W.VA., 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 NINE HUNDRED (\$900.00) DOLLARS, as evidenced by their promissory note of even date herewith, payable on demand after date with interest from date at six (6) per centum per annum, and on the face of which note is the following: "A minimum of \$30.00 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 Willard W. Palmer and Mildred R. Palmer, his wife,

do hereby give, grant, bargain and sell, convey, release and confirm unto the said The National Bank of Keyser, West Virginia, a corporation, its successors

and assigns, the following property, to-wit: All that certain tract or parcel of land lying on top of the hill north of the village of McCoolle in Election District #31 of Allegany County, Maryland, and described by metes and bounds as follows: BEGINNING at a stake located N. 39 deg. E. 20 feet from a point in the original line, 394 feet from the termination thereof, fourth corner to a tract of one acre sold to Jas. O. Clark by the parties of the first part on November 22, 1938 and running thence with his third line reversed (M.B. 1908 continued Vernier Reading) N. 39 deg. E. 227.5 feet to another stake in the third original line, corner to said Clark's lot; thence, with said original line S. 51 deg. E. 196 feet to another stake in said line; thence S. 39 deg. W. 227.5 feet to another stake, located 20 feet short of the first original line; thence, running parallel with said original line and 20 feet distant therefrom, so as to leave a 20 foot roadway N. 51 deg. W. 196 feet to the place of the BEGINNING, containing one acre, more or less.

There is RESERVED AND EXCEPTED, however, the following

BEGINNING at an iron stake, located N. 39 deg. 00' East 20 feet from a point in an old original line 590 feet from the termination thereof, (a white oak tree) also 44 feet from the south corner of the residence on this lot, and 32.6 feet from the west corner of the residence on a lot containing 0.7312 of one acre, now the property of Anna B. Walker, the beginning corner of said lot (now owned by Marvin Haines) and the last corner to the tract of which this is a part, and running thence with a portion of said line N. 51 deg. 00' West (Bearing M.B. 1908) 83 feet to an iron stake in said line, division corner now made; thence making division line N. 39 deg. 00' East 227.5 feet to another iron stake in the second original line; thence with a portion of said line S. 51 deg. 00' East 83 feet to another of said stakes, third original corner and second corner to the 0.7312 acre tract first above mentioned; thence with the third original line and reversing the first line of the aforesaid lot S. 39 deg. 00' (West 227.5 feet to the place of the BEGINNING, containing 0.43 of one acre, being the same property conveyed to Robert L. Walker and Bernese Walker, his wife, by deed from Anna B. Walker, divorced, dated August 28, 1948 and recorded in Liber 212 Folio 154, one of the Land Records of Allegany County, Maryland.

Being the same real estate conveyed to Willard W. Palmer and Mildred R. Palmer, his wife, by deed from Russell Viney and Angie Viney, his wife, dated the 28th day of September, 1953 and recorded in Liber #237 folio 25, one of the Land Records of Allegany County, Maryland, and by CONFIRMATORY deed from said Russell Viney and Angie Viney to Willard W. Palmer and Mildred R. Palmer, dated March 23, 1954, and to be recorded in Allegany County, Maryland prior hereto.

This conveyance is made subject to the right of Robert L. Walker and Bernese Walker and their successors in title to secure water from a Well located on the property herein conveyed near the second line of that tract of 0.43 of one acre as was conveyed to the said Robert L. Walker and Bernese Walker, together with the right to repair the pump on said Well should same become necessary. This conveyance is also subject to the right granted the present and future owners of that 0.7312 of an acre as was conveyed by Anna Walker to Marvin Haines by deed dated February 18, 1948, which lies East of the tract hereby conveyed, to use water from said Well.

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 Willard W. Palmer and Mildred R. Palmer, 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~~ or assigns, the aforesaid sum of Nine Hundred (\$900.00) Dollars, in manner and form as hereinbefore provided, and the monthly payments 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 Willard W. Palmer and Mildred R. Palmer, his wife, their heirs, personal representatives, 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 Willard W. Palmer and Mildred R. Palmer, 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, ~~heirs, executors, administrators and 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 Willard W. Palmer and Mildred R. Palmer, 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 Willard W. Palmer and Mildred R. Palmer, 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, successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

---- Nine Hundred - - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors, heirs or assigns, to the extent of its ~~mort~~ 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]

Willard W. Palmer [SEAL]
Willard W. Palmer
Mildred R. Palmer [SEAL]
Mildred R. Palmer

[SEAL]
THE NATIONAL BANK OF KEYSER, W.VA.
a corporation. [SEAL]

BY Joe E. Patchett
Joseph E. Patchett, its President.



West Virginia
State of ~~West Virginia~~
Mineral
Mingo County, to-wit:

I hereby certify. That on this 23rd day of March in the year nineteen Hundred and Fifty Four, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared Willard W. Palmer and Mildred R. Palmer, his wife, whose names are signed to the mortgage hereto and being the within named mortgagors,

and each acknowledged the foregoing mortgage to be their ~~respective~~ act and deed; and at the same time before me also personally appeared Joseph E. Patchett, President of the National Bank of Keyser, W.Va., a corporation,

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.

My commission expires April 5, 1957

[Signature]
Notary Public



FILED AND RECORDED MARCH 27th 1954 at 11:20 A.M.

THIS DEED OF PARTIAL RELEASE OF MORTGAGE, Made this 23rd day of March, 1954, by and between the First Federal Savings and Loan Association of Cumberland, a corporation incorporated under the laws of the United States of America, party of the first part and Paul B. Castelle and Daphne Castelle, his wife, of Allegany County, Maryland, parties of the second part, WITNESSETH:

WHEREAS, the First Federal Savings and Loan Association of Cumberland holds a mortgage dated the 10th day of July, 1953, and recorded in Liber No. 296, folio 67 Mortgage Records of Allegany County, Maryland, on certain lots, pieces and parcels of ground with improvements thereon situated and lying in Allegany County, Maryland to secure the payment of an indebtedness of Twenty-five Thousand (\$25000.00) Dollars and interest thereon, and

WHEREAS, the said Paul B. Castelle and Daphne Castelle, his wife, desire the First Federal Savings and Loan Association of Cumberland to release from the lien of said mortgage all that lot or parcel of ground designated as Lot No. 100 Park Heights Third Addition located in Allegany County, Maryland, and said First Federal Savings and Loan Association of Cumberland desires to release the aforesaid piece or parcel of land from the lien of said mortgage with the understanding, however, that the said release is not to effect the lien of said mortgage on the other property and real estate described in said mortgage.

NOW, THEREFORE, in consideration of the premises, the said First Federal Savings and Loan Association of Cumberland does hereby grant, bargain, sell, release and confirm unto the said Paul B. Castelle and Daphne Castelle, his wife, all the aforementioned piece or parcel of ground, the same being Lot No. 100 in Park Heights Third Addition and more fully described as follows, to-wit:

A part of that piece or parcel of land known and designated as Lot No. 100 in Park Heights Third Addition located in Allegany County, Maryland, and the part to be conveyed is more particularly described as follows, to-wit:

Beginning at a point on the Westerly side of Park Avenue at the intersection of the Westerly side of Park Avenue and the Northerly side of the right of way of the G. C. and C. Railroad, it being 33 feet North of the center line of said

right of way of said railroad, and more particularly shown on a plat of Park Heights Third Addition, duly filed among the Land Records of Allegany County, Maryland, and running then with said Park Avenue, North 38 degrees 51 minutes West 36.2 feet, then South 54 degrees 39 minutes West 124.5 feet to a 10 foot alley, then with said alley, South 38 degrees 51 minutes East 42.6 feet, then North 51 degrees 46 minutes East 124.2 feet to the place of beginning.

Being the same property which was conveyed unto Paul B. Castelle and Daphne Castelle, his wife, by deed of H. Thomas Pennell and Ruth C. Pennell, his wife, dated the 30th day of April, 1948, recorded in Liber No. 220, folio 233, one of the Land Records of Allegany County, Maryland.

It is understood that this Partial Release of Mortgage is in no way to effect or release the lien of the mortgage on any of the other pieces or parcels of ground described therein for the amount of indebtedness set forth in said mortgage.

WITNESS, the corporate name of the First Federal Savings and Loan Association of Cumberland, duly affixed by its President and attested by its Secretary, with its corporate seal attached on the day and year above written.

First Federal Savings and Loan
Association of Cumberland

By Lynn C. Lashley
Its President



STATE OF MARYLAND,
ALLEGANY COUNTY. TO-WIT:

I HEREBY CERTIFY, that on this 23rd day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Lynn C. Lashley, President of the First Federal Savings and Loan Association of Cumberland and acknowledged the foregoing instrument of writing to be the act and deed of said corporation.

Witness my hand and Notarial Seal on the day and year first above written.



G. L. Harrison
Notary Public.

*Compared and stated received
in Mt Pleasant City
Apr 5 1954*

FILED AND RECORDED MARCH 27th 1954 at 11:20 A.M.

THIS MORTGAGE, Made this 26th day of March, 1954, by and between ANNA M. MORIN, 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 One Thousand Two Hundred (\$1,200.00) 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 Thirty Six Dollars and Fifty Two Cents (\$36.52) on account of interest and principal, payments to begin on the 5th day of May, 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 confirm unto the said party of the second part, its successors and assigns, the following described property:

PARCEL ONE: ALL that lot fronting Twenty five feet on Fort Hill Avenue and known as Lot No. 13, Block No. 7, in the Fort Hill Addition to the City of Cumberland, Allegany County, Maryland, and described as follows:

BEGINNING for the same at a point on the Northwesterly side of Fort Hill Avenue, said point being the beginning of the dividing line of Lots Nos. 12 and 13 and running thence along the Northwesterly side of said Avenue, North 59 degrees 15 minutes East 25 feet, to the dividing line of Lots Nos. 13 and 14, thence at right angles to said Avenue and with said dividing line North 30 degrees 45 minutes West 96.7 feet; thence South 67 degrees 5 minutes West 25.2 feet to the aforesaid dividing line of Lots Nos. 12 and 13, thence with said dividing line South 30 degrees 45 minutes East 100 feet to the place of beginning. Plat of Fort Hill Addition is on Record.

It being the same property conveyed to Harry C. Morin and Anna M. Morin, his wife, by The Johnson Realty Corporation, by deed dated the 28th day of April, 1922, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 142, folio 4; Harry C. Morin being now deceased, full title to said property is now vested, by operation of law, in Anna M. Morin, his widow.

PARCEL TWO: One half of Lot No. 12, Block No. 7, fronting 12-5/10 feet on Fort Hill Avenue, in the Fort Hill Addition of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a point on the Westerly side of Fort Hill Avenue where the line dividing Lots No. 12 and No. 13 intersect same, and running thence along the said Westerly side of Fort Hill Avenue, South 53 degrees 00 minutes West (Bearings refer to true North) 12-5/10 feet to the center of Lot No. 12, thence along the center of Lot No. 12, North 37 degrees 00 minutes West 100 feet, thence North 53 degrees 00 minutes East 12-5/10 feet to

the aforesaid line dividing Lots No. 12 and No. 13, and with it South 37 degrees East 100 feet to the place of beginning.

It being the same property conveyed to Harry Clay Morin and Anna May Morin, his wife, by The Johnson Realty Corporation, by deed dated February 21, 1923, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 142, folio 477, subject to the restrictions set out in said deed; Harry C. Morin being now deceased, full title to said property is now vested, by operation of law, in Anna M. Morin, his widow.

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 One Thousand Two Hundred (\$1,200.00) 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 does 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 commissions 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 One Thousand Two Hundred (\$1,200.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, 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 the said mortgagor.

WITNESS:

A. D. Helmick

Anna M. Morin (SEAL)

Anna M. Morin

STATE OF MARYLAND,
 ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 26th day of March, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ANNA M. MORIN, widow, and acknowledged the foregoing mortgage to be her 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.

A. G. Helmick
 Notary Public
 My Commission expires May 2, 1955



*Filed and Recorded
 Allegany County
 27th March 1954*

FILED AND RECORDED MARCH 27th 1954 at 11:20 A.M.

THIS MORTGAGE, Made this 26th day of March, 1954, by and between EARL D. SHANK and LEORA A. SHANK, 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 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 four and one-half per cent (4½%) per annum, which said sum is part of the purchase price of the property hereinafter described, and this mortgage is hereby declared

to be a Purchase Money Mortgage, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Seventy Six Dollars and Fifty Cents (\$76.50) on account of interest and principal, beginning on the 1st day of May, 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 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 the cost 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, a part of that piece or parcel of land known and designated as Lot No. 100 in Park Heights Third Addition, located in Allegany County, Maryland, and the part to be conveyed is more particularly described as follows, to-wit:

BEGINNING at a point on the Westerly side of Park Avenue at the intersection of the Westerly side of Park Avenue and the Northerly side of the Right of Way of the G. C. and C. Railroad, it being 33 feet North of the center line of said Right of Way of said Railroad, and more particularly shown on a Plat of Park Heights Third Addition, duly filed among the Land Records of Allegany County, Maryland, and running thence with said Park Avenue, North 38 degrees 51 minutes West 36.2 feet, thence South 54 degrees 39 minutes West 124.5 feet to a 10 foot alley, thence with said alley, South 38 degrees 51 minutes East 42.6 feet, thence North 51 degrees 46 minutes East 124.2 feet to the place of beginning.

It being the same property conveyed in a deed of even date herewith by Paul B. Castelle and Daphne Castelle, his wife,

to the said Earl D. Shank and Leora A. Shank, his wife, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this 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 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 parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant

and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not, and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs and 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 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 inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Earl D. Shank (SEAL)
Earl D. Shank

Leora A. Shank (SEAL)
Leora A. Shank

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 26th day of March, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EARL D. SHANK and LEORA A. SHANK, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, as the same time, before me also personally appeared ALBERT W. TINDAL, President of The

First National Bank of Cumberland, the within named mortgages, and made oath in due form of law that the consideration on said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.



R. A. Hendrick
Notary Public
My Commission Expires May 2, 1955

*Examined and found correct
Thomas T. Berry, Atty. Geny
Apr 5 - 54*

FILED AND RECORDED MARCH 27th 1954 at 11:20 A.M.

THIS MORTGAGE, Made this 26th day of March, 1954, by and between WARREN AIKEN HENDRICKS and VIRGINIA OSWALD HENDRICKS, his wife, of Allegany County, Maryland, parties of the first part, and WILLIAM H. OSWALD and VIRGINIA M. OSWALD, his wife, of Allegany County, Maryland, parties of the second part, WITNESSETH:

WHEREAS, the parties, of the first part are justly and bona fide indebted unto the parties of the second part in the full and just sum of Seven Thousand (\$7,000.00) Dollars, payable 20 years after date, with interest from date at the rate of five (5%) per centum per annum, payable monthly, which said mortgage indebtedness shall be repaid in monthly installments of not less than one month's interest on the unpaid principal balance; and

WHEREAS, the principal sum secured by this mortgage represents the balance due on the purchase price of the property hereinafter described, this mortgage is hereby declared to be a Purchase Money Mortgage.

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 parties of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five hundred (\$500.00) Dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said parties of the second part, their heirs and assigns, all those two parcels of ground, situate, lying and being on the northwesterly side of McMullen Boulevard, known as Lots No. 6 and 7 in Roberts Place, Fourth Addition, and being more particularly described as follows:

LOT NO. 6: BEGINNING for the same at a stake on the northerly side of McMullen Boulevard at the end of the first line of Lot No. 5 and running thence (1) with the northerly side of said Boulevard North 24 degrees 45 minutes East 75 feet to a stake; (2) thence leaving said Boulevard and running with the division line between Lots 6 and 7 North 59 degrees 30 minutes West 101.2 feet to a stake on the southerly side of Orchard Street; (3) thence with the southerly side of said Orchard Street, South 45 degrees West 70 feet to a stake on the northerly side of a twelve foot driveway; (4) thence with said northerly side of the twelve foot driveway South 59 degrees 30 minutes East 57.2 feet to a stake at the southeasterly end of said driveway; (5) thence with the end line of said driveway South 30 degrees 30 minutes West to a stake at the middle of said end line; (6) thence leaving said driveway end with the division line between Lots 5 and 6 South 59 degrees 30 minutes East 69 feet to the place of beginning.

LOT NO. 7: BEGINNING for the same at a stake on the northwesterly side of McMullen Boulevard at the end of the first line of Lot No. 6 in said Addition, and running (1) thence with the division line between Lot No. 6 and Lot No. 7, North 59 degrees 30 minutes West 101.2 feet to a stake on the southeasterly side of Orchard Street; (2) thence with said side of Orchard Street, North 39 degrees East 87.5 feet to a stake; (3) thence leaving said Orchard Street, South 59 degrees East 85.1 feet to intersect the northwesterly limits of said McMullen Boulevard; thence with said boundary limit, South 28 degrees 23 minutes West 85.86 feet to the place of beginning.

IT being the same property which was conveyed by Virginia M. Oswald and William H. Oswald, her husband, to Warren Aiken Hendricks and Virginia Oswald Hendricks, his wife, by deed of even date herewith, and intended to be recorded among the Land Records of Allegeny County, Maryland, immediately prior to the recording of this 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 parties of the second part, their heirs and assigns, the aforesaid sum of Seven Thousand (\$7,000.00) 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 parties of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the parties of the second part 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 parties 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 parties of the second part, their heirs or assigns, or Thomas N. Berry, their duly constituted attorney or agent, are hereby

authorized and empowred 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 twanty deys' 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 cesh, 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 centum to the party selling or making said sale; secondly, such future advances as may be made by the parties 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 existensc of this mortggsge, to keep insured by some insurance compeny or companies acceptable to the mortgagees or their heirs and assigns, the improvements on the hereby mortgaged land to the amount of et least Sevsn Thousand (\$7,000.00) Dollars, and to cause the policy or policies issued therefor to be so framsd or endoraed, as in case of fire to inure to the bensfit of the mortgagees, their heirs or assigns, to the extent of their lism or cleim hereunder, and to place such policy or policies forthwith in posssssion of the mortgagees, or the mortgagees may effect said insurance and collect the premiuna thereon with intersst as part of this mortgage dabt.

WITNESS the hands and seals of the mortgagors.

WITNESS:

Thomas D. Berry

Warren Aiken Hendricks (SEAL)
WARREN AIKEN HENDRICKS

Thomas D. Berry

Virginia Oswald Hendricks
VIRGINIA OSWALD HENDRICKS

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 26th day of

March, 1954, before me, the subscriber, e Notary Public in
and for the State and County aforesaid, personally appeared
WARREN AIKEN HENDRICKS and VIRGINIA OSWALD HENDRICKS, his wife,
and they ecknowledged the eforegoing mortgage to be their act
and deed; and at the same time, before me also appeared WILLIAM
H. OSWALD and VIRGINIA M. OSWALD, his wife, the within named
mortgegees, and made oath in due form of lew that the considera-
tions in said mortgage is true and bone fide as therein set forth.

WITNESS my hend and Notariel Seal.

Thomas Berry
NOTARY PUBLIC



FILED AND RECORDED MARCH 27th 1954 at 9:30 A.M.

This Mortgage, Made this 20th day of March, 19 54

by and between
----- EUGENE B. WOODS and MARGARET^{C.} WOODS, his wife -----



of **Allegheny** County, Maryland, part^{ies} 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 **ONE THOUSAND SEVENTY- - - - -00/100** DOLLARS (\$1,070.00)
being the balance of the purchase money for the property hereinafter described
on his **EIGHT AND THREE-THIRTEENTHS- - - - - (8-3/13)** SHARES
of its stock.

And Whereas, the Mortgagor has agreed to repay the said sum so advanced in installments,
with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner
following:

By the payment of -----**TEN DOLLARS AND PORTY-FOUR CENTS**-----

DOLLARS (\$10.44), on or before the 20th 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 parcel of real estate located at Grahamtown, near Frostburg, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a peg standing on the Northwest side of the County Road leading from Frostburg to Lonaconing, said peg also stands at the end of the third line of the second parcel of a deed from Isaac Harrison Yates, et al, Executors, to James Ellis Yates and Owen Reginald Yates, dated June 29, 1936, and recorded in Liber No. 175, folio 234, as found in the Land Records of Allegany County, Maryland; and running thence with a part of the fourth line of said deed South twenty-five degrees twelve minutes West fifty feet; thence crossing the whole Lot North sixty-two degrees twelve minutes West seventy-three and five-tenths feet intersecting at a point eighteen feet on the second line of the aforesaid second parcel of the aforesaid Yates deed; and running thence with the remaining part of said second line North twenty-five degrees no minutes East fifty feet to an eleven foot alley; thence running with said alley, as well as the third line of the original second parcel South sixty-two degrees twelve minutes East seventy-four feet to the place of beginning, containing .09 acres, more or less.

IT being the same property conveyed to the parties of the first part by Owen Reginald Yates and his wife, by deed dated July 31, 1940, and recorded in Deeds Liber No. 187, folio 539, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To Have and to Hold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and 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 con-

stitute 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, 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:

Fred W. Boettner

Eugene B Woods (SEAL)
EUGENE B. WOODS

Margaret B Woods (SEAL)
MARGARET WOODS

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 20 day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EUGENE B. WOODS and MARGARET WOODS, his wife

the Mortgagor herein, and acknowledged the foregoing instrument of writing to be their respective act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit.

Witness my hand and Notarial Seal.

Anna Jean ...



Compared _____

APR 5 1954

FILED AND RECORDED MARCH 26th 1954 at 8:45 A.M.

THIS RELEASE OF MORTGAGE, Made and Executed this day of March, in the year One Thousand Nine Hundred Fifty-four, by Louis Waingold and Harold Waingold of Allegany County, and State of Maryland:

WHEREAS, the said Louis Waingold and Harold Waingold are the holders of a certain mortgage from Charles W. Hensell and Merie Hensell, his wife, to the said Louis Waingold and Harold Waingold, dated the 6th day of August, 1950, for the sum of Three Thousand Six Hundred Dollars (\$3,600.00), and said mortgage being recorded among the Mortgage Records of Allegany County, Maryland, in Liber No. 237, folio 487; and

WHEREAS, the said Charles W. Hensell and Merie Hensell, 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 (\$1.00) cash in hand paid, the said Louis Waingold and Harold Waingold do hereby release the said mortgage and grant the property thereby affected unto the said Charles W. Hensell and Merie Hensell, his wife, to be held by the said Charles W. Hensell and Merie Hensell, his wife, in the same manner as if the said mortgage had never been made and executed.

WITNESS, the hands and seals of the said Releasors:

ATTEST:

<u>Earl E. Manges</u>	<u>Louis Waingold</u> (SEAL)
<u>Earl E. Manges</u>	<u>Harold Waingold</u> (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 23rd day of March, 1954, before me, the subscriber, a Notary Public in and for the State of Maryland, and County aforesaid, personally appeared Louis Waingold and Harold Waingold and did each acknowledge the foregoing instrument writing to be his act and deed.

WITNESS, my hand and Notarial Seal:



Earl E. Manges
NOTARY PUBLIC

*To Louis A. Fisher Acty
Westernport, Md.
1954*

FILED AND RECORDED MARCH 29th 1954 at 9:50 A.M.

Purchase Money
This/Mortgage,

Made this 4th day of February

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

JAMES FRANKLIN SIMMONS and BETTY JANE SIMMONS, HUSBAND AND WIFE,

of Allegany County, in the State of Maryland

parties of the first part, and ~~William~~ Russell Ford and Mary Louise Ford, his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas,

The said parties of the first part are indebted unto the parties of the second part for purchase money on the hereinafter described property, in the full and just sum of Seven Hundred Dollars (\$700.00), which indebtedness is evidenced by the promissory note of the said parties of the first part, of even date herewith, payable on demand, without interest, and whereas it was understood and agreed 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 parties of the second part, their~~

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

All those lots or parcels of ground situated and located in Greene's Highland Park Addition to the Town of Westernport, Allegany County, Maryland, marked and numbered on the plat thereof, duly recorded, as Lots No. seven (7) and Eight (8), of Section G in said plat, which lots are on the East side of McKinley Street in said Addition, to which plat a reference is hereby made for a more particular description of each lot by metes and bounds, and being a part of the same property which was conveyed unto the parties of the second part herein by deed from Wore M. Riley, et al, dated the 29th day of May, 1946 and recorded Liber 209, Folio 277.

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

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

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

executor^s, administrator^s or assigns, the aforesaid sum of Seven Hundred Dollars----- ~~taxes 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 parties of the second part, their-----

heirs, executors, administrators and assigns, or Louis A. Fatkin----- 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.

Witness, the hand and seal of said mortgagor

Attest:

Louis A. Fatkin
Louis A. Fatkin

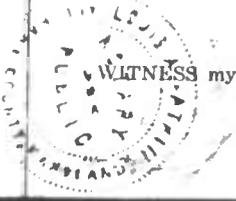
James Franklin Simmons [SEAL]
Betty Jane Simmons [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 4th day of February in the year Nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

JAMES FRANKLIN SIMMONS and BETTY JANE SIMMONS, 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 William Russell Ford

And Mary Louise Ford, his wife-----
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.



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

Louis A. Fetter

Notary Public.

Compared and ~~read~~ Delivered &
To *Geo. H. Legg, City City*
April 5 1954

FILED AND RECORDED MARCH 29th 1954 at 10:15 A.M.

This Mortgage, Made this 26th day of MARCH in the
year Nineteen Hundred and fifty -four by and between

Robert M. Campbell and Anne W. Campbell, 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
Sixteen Thousand Three Hundred 00/100 - - - - (\$16300.00) - 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 Sixty-three 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 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:

Parcel No. 1: All that lot, piece or parcel of ground
lying and being on the southwest side of North Mechanic Street



in Cumberland, Allegany County, Maryland, and known as part of Lot No. 255, of the Original Town Lots of Cumberland, a plat of which said property is recorded in Liber 104, folio 234 Allegany County Land Records, and more particularly described as follows, to-wit:

BEGINNING for the same at a stone marked "G" in the southwest side of North Mechanic Street, the said stone being approximately opposite the intersection of the northeast side of North Mechanic Street with the southeast side of Bow Street and running then with the southwest side of North Mechanic Street, North 55 degrees 05 minutes West 24 feet to a cross cut in the brick sidewalk, then South 86 degrees 55 minutes West 70 feet to a hub at the corner of an old stone wall bordering Bl. Spring, then with said old wall South 25 degrees 40 minutes West 21.7 feet, South 50 degrees 15 minutes West 18.2 feet, South 62 degrees 25 minutes West 30.5 feet; then East 14 degrees 45 minutes West 79.7 feet to a hub in the northeast bank of Wills Creek, said hub being South 14 degrees 45 minutes West 8.4 feet from the face of a concrete wall; then with part of the 1st line of Lot No. 255 reversed South 54 degrees 55 minutes East 109.4 feet to an iron pin in the northeast edge of Wills Creek, the said pin being at the end of the third line of Lot No. 255, then North 22 degrees 00 minutes East 189.6 feet to the beginning.

Being the same property which was conveyed unto Robert V. Campbell, unmarried, by deed of Hilda K. Koelker et al, dated the 4th day of July, 1946, recorded among the Land Records of Allegany County, Maryland in Liber No. 210, folio 32.

Parcel No. 2: All that piece or parcel of ground situate, lying and being on the northerly side of Warwick Avenue, Cumberland, Allegany County, Maryland, being known and designated as Lot No. 16 and part of Lot No. 17, Block No. 26 in the Johnson Heights Addition to Cumberland, a plat of which said addition is recorded in Liber 1, folio 42 one of the Plat Records of Allegany County, Maryland, said parcel of ground being more particularly described as follows, to-wit:

BEGINNING for the same at a point on the northerly side of Warwick Avenue at the end of the division line between Lots Nos. 15 and 16, Block No. 26 of said Johnson Heights Addition and running then with said Warwick Avenue South 75 degrees 20 minutes West 40 feet; then leaving said Warwick Avenue at right angles and with a line cutting across the whole of Lot No. 17, North 14 degrees 40 minutes West 130 feet to the southerly side of a 15 foot alley; then with said alley, North 75 degrees 20 minutes East 40 feet to the end of the division line between said Lots Nos. 15 and 16; and then with said division line South 14 degrees 40 minutes East 130 feet to the place of beginning, said described parcel being the whole lot of Lot No. 16 and a contiguous 5 foot strip of Lot No. 17, Block No. 26 of the said Johnson Heights Addition.

Being the same property which was conveyed unto the parties of the first part by deed of George R. Hughes, Trustee, dated November 6, 1952, which is recorded in Liber 245, folio 489 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 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 mort-

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

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 26TH day of MARCH
in the year nineteen Hundred and Fifty-four _____, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert M. Campbell and Anna W. Campbell, 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.

Gerald L. Harris
Notary Public

FILED AND RECORDED MARCH 29th 1954 at 10:15 A.M.

This Mortgage, Made this 25TH day of MARCH in the
year Nineteen Hundred and fifty-four _____ by and between _____

Wabster Bruce Long the 3rd. and Leona P. Long, his wife,

_____ of Allegany County, in the State of Maryland, partia 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
Thirty-two Hundred 00/100 - - - - (\$3200.00) - - - - - 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-two 00/100 - - - - (\$32.00) - - - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other



charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All those lots, pieces or parcels of ground lying and being on the southerly side of an unnamed street known and designated as Lots Nos. "C" and "D" on the Sub-Division of the Howard Buchanan property, LaVale, Allegany County, Maryland, a plat of which as a title is recorded in Liber 127, folio 492, one of the Land Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same on the southerly side of an unnamed street at the end of the first line of Lot No. "B" in said addition and running then with said street North 40 degrees East 80.85 feet, then South 42 degrees 30 minutes East 123.5 feet to the northerly side of a 15 foot alley, then with said alley South 49 degrees 30 minutes West 80.15 feet to the end of the second line of said Lot No. "B", and then with said second line reversed North 42 degrees 30 minutes West 110.25 feet to the place of beginning.

Begin the same property which was conveyed unto the parties of the first part by deed of Webster B. Long et ux dated November 9, 1948, which is recorded in Liber 223, folio 125 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 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 Thirty-two Hundred 00/100 - - - (\$3200.00) - - - - - 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 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:

[Handwritten signature]

Webster Bruce Long III (SEAL)
Webster Bruce Long III
Leona P. Long (SEAL)
Leona P. Long

(SEAL)

(SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 25TH day of MARCH
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Webster Bruce Long the 3rd., and Leona P. Long, 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

Compared and Made Public
The Mortgagee
April 5 1954

FILED AND RECORDED MARCH 29th 1954 at 10:20 A.M.

This Mortgage, Made this 26th. day of March in the year
Nineteen Hundred and Fifty-four by and between

GLENN U. HANNA and FRANCES M. HANNA, 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
FOUR THOUSAND FIVE HUNDRED AND NO/100 ----- Dollars
(\$ 4,500.00) with interest at the rate of four 1/2 per centum (4 1/2 %) per annum, for which
amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note
bearing even date herewith and payable in monthly installments of

Thirty-four ----- 43/00 Dollars,
 (\$ 34.43) commencing on the 1st. day of May, 1954
 and 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 26th. day of March, 1969, ~~1968~~. 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 parties 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 or parcel of ground known and distinguished as Lot Number Nineteen
 (19) on the Amended Plat of Millison's Addition to Frostburg, as shown on the plat
 recorded among the Land Records of Allegany County, Maryland, in Liber No. 70, folio
 710, and particularly described as follows:

BEGINNING for the same at the intersection of the East side of Hill Street with
 the Northeast side of an Alley; thence with Hill Street, North 37 degrees 45 minutes
 East 50 feet; thence South 50 degrees East 150 feet to an Alley; thence with said
 Alley, South 37 degrees West 45 feet to the first mentioned Alley; thence with said
 Alley, North 52 degrees 45 minutes West 150 feet to the beginning.

It being the same property which was conveyed by Earl W. Giles and Anna M. Giles
 his wife, to Paul F. Bugosh and Ida C. Bugosh, his wife, by deed dated November 2,
 1951 and recorded in Liber No. 235, folio 712 among the Land Records of Allegany
 County, Maryland.

BEING also the same property which was conveyed by the said Paul F. Bugosh and
 Ida C. Bugosh, his wife, to the said Glenn U. Hanna and Frances M. Hanna, his wife,
 by deed of even date herewith and intended to be recorded among said Land Records
 simultaneously with this mortgage.

This mortgage is executed to secure a part of the purchase price of the above
 described property and is in whole a 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.

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 mort-
 gator 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

FOUR THOUSAND FIVE HUNDRED AND NO/100 - - - - - (\$4,500.00) 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. Race
Ralph M. Race

Glenn U. Hanna (SEAL)
GLENN U. HANNA

Ralph M. Race
Ralph M. Race

Frances M. Hanna (SEAL)
FRANCES M. HANNA

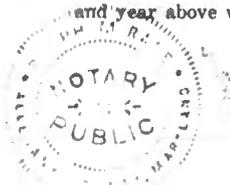
STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 26th. day of March in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

GLENN U. HANNA and FRANCES M. HANNA, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared ~~William C. Race~~ ^{G. Alvin Kreiling} 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 C. Race~~ ^{G. Alvin Kreiling} 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. Race
Ralph M. Race, Notary Public

Compared and Mailed *1000000*
To *Mtgs City*
Apr 5

LIBER 303 PAGE 448

FILED AND RECORDED MARCH 29th 1954 at 1:50 P.M.

This Mortgage, Made this 29th day of
March, in the year nineteen hundred and Fifty Four, by and between
William E. Kniseley and Erma L. Kniseley, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and
THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee,
Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the
said Mortgagee in the full and just sum of Four Thousand (\$4,000.00) Dollars, for which
they have given their promissory note of even date herewith, payable on or before
three years after date with interest at the rate of 5% per annum payable quarterly,
with the privilege of paying on the principal at any interest paying period.

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.

Now therefore, in consideration of the premises, and in order to secure the prompt payment
of the said indebtedness and any future advances as aforesaid, together with the interest thereon,
the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said
Mortgagee, its successors and assigns, the following property, to-wit:

All that tract or parcel of land, containing three acres,
more or less, situated in Election District No. 5, in Allegany County, Maryland,
on the Westerly side of Bedford Road, about 2½ miles from the City of Cumberland,
Maryland, which was conveyed by T. Howard Gosorn et ux to William E. Kniseley et ux
by deed dated December 24, 1934, and recorded in Liber No. 172, folio 31, one of
the Land Records of Allegany County, Maryland; being also the same property con-
veyed by Ananda L. Valentine et al to T. Howard Gosorn, containing about 7½ acres,
by deed dated April 22, 1921, and recorded in Liber No. 136, folio 403, of said



Land Records, excepting, however, all that part of same conveyed away by the said T. Howard Gosorn and T. Howard Gosorn et ux in two deeds, one to William O. Wolford et ux, for about 3.7496 acres, dated July 5, 1921, and recorded in Liber No. 137, folio 561, of said Land Records, the other to Clinton M. Gosorn, about one acre, dated December 11, 1926, and recorded in Liber No. 152, folio 207, of said Land Records. Reference to said deeds is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successor or assigns, the aforesaid sum of - - - - Four Thousand (\$4,000.00) - - - - dollar and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, 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 and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee 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 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 Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale 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, its, 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 terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the continuance 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, against fire, with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - - Four Thousand (\$4,000.00) - - - - dollars. And cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its



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

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

Witness, the hands and seals of said Mortgagors .

Attest:

William C. Dudley

William E. Kniseley (SEAL)
William E. Kniseley

Erma L. Kniseley (SEAL)
Erma L. Kniseley

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 29th day of March,
in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary
Public of the State of Maryland, in and for Allegany County, personally appeared

William E. Kniseley and Erma L. Kniseley, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same
time, before me, also personally appeared George C. Cook, Cashier of
The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mort-
gagee, and made oath in due form of law, that the consideration in said mortgage is true and bona
fide as therein set forth; and the said George C. Cook did further,
in like manner, make oath that he is the Cashier and agent or attorney for said corporation and
duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day
and year above written.

William C. Dudley
Notary Public



For value received, The Commercial Savings Bank of
Cumberland, Maryland, hereby releases the within and
aforegoing mortgage
Witness the Corporate name and the Corporate Seal
of said bank duly affixed by its Vice President and attested
by its Assistant Secretary on this 4th day of June, 1954.
(Corporate Seal) The Commercial Savings Bank
of Cumberland, Maryland
Test: *William C. Dudley* Assistant Secretary By: *George C. Cook*
6-4-54 Vice President

Computed and Mailed *correct*
Orlean M. Haines
310 Park St City
April 5 1954

FILED AND RECORDED MARCH 29th 1954 at 3:00 P.M.

THIS DEED OF RELEASE OF CHATTEL MORTGAGE, Made this day of March, 1954, by The Liberty Trust Company of Cumberland, Maryland, a corporation, WITNESSETH:

WHEREAS, by Chattel Mortgage bearing date July 9, 1952, and duly recorded in Liber No. 269, folio 163, one of the Mortgage Records of Allegany County, Orlean M. Haines became indebted unto The Liberty Trust Company in the amount of Seven Hundred Ninety-Eight and 77/100 (\$798.77) Dollars, by way of said Chattel Mortgage which was executed by her and which obligation was secured by one 1950-Pontiac Two-Door Sedan, and

WHEREAS, the obligation as evidenced by said Chattel Mortgage has since been paid in full together with the interest thereon, and all the conditions therein provided have been fully complied with, and the said Orlean M. Haines has requested The Liberty Trust Company to release said Chattel Mortgage to the end that she may possess said automobile free and clear of the lien thereof.

NOW, THEREFORE, in consideration of the premises and the sum of One (\$1.00) Dollar, and other good and valuable considerations paid by the said Orlean M. Haines to the said The Liberty Trust Company, the receipt of which is hereby acknowledged, the said The Liberty Trust Company of Cumberland, Maryland, does hereby release and forever discharge the lien of said Chattel Mortgage as fully and to the same extent as though it had never been executed and to the end that the said Orlean M. Haines may hold and possess said automobile free and clear of said lien.

WITNESS the signature of Charles A. Piper, President of The Liberty Trust Company, and the corporate seal hereto affixed, all duly attested to by its Secretary the day and year



THE LIBERTY TRUST COMPANY

By *Charles A. Piper*
President

STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this *29th* day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Charles A. Piper, President of The Liberty Trust Company of Cumberland, Maryland, a corporation, and he acknowledged the

foregoing Deed of Release of Chattel Mortgage to be the act and deed of said corporation.

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



W. Wallace McKaig
Notary Public

Compared and Mailed *correctly*
To *Mtgee Ann Mt City*
Apr 5 1954

FILED AND RECORDED MARCH 29th 1954 at 3:10 P.M.

This Mortgage, made this *27th* day of **March**, in the year Nineteen Hundred and **fifty-four**, by and between **Raymond May and Gladys M. May, 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

W. Wallace McKaig

hereinafter called Mortgagee, which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part y of the second part, witnesseth:

WHEREAS, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Seven Thousand (\$7,000.00) Dollars, which said indebtedness, together with the interest thereon at the rate of Five per centum (5%) per annum is payable three years after date hereof. The said Mortgagors do hereby covenant and agree to make payments of not less than Seventy (\$70.00) Dollars each month on account of the principal indebtedness and interest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

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

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

All that lot or parcel of land lying on the West side of the Break-Neck Road in Election District No. 21 of Allegany County, Maryland, particularly described as follows, to-wit:

BEGINNING at an iron pin driven in the fence along the West side of

said road about 5 feet, below the outlet of a pipe culvert and West of a large White Pine Tree standing about 200 feet East of the road and being a corner of the original and the Imes Heirs' tract; and running thence by Magnetic Meridian as of April, 1951, and horizontal distance, with the West side of the road, North 31 degrees no minutes East 100 feet to an iron pin; thence leaving the road, North 59 degrees 05 minutes West 162 feet to an iron pin in the hollow; thence up the hollow, South 27 degrees 55 minutes West 100.5 feet to an iron pin; thence South 59 degrees 05 minutes East 156.5 feet to the beginning, containing 0.35 acres, more or less.

ALSO: All that lot or parcel of land lying on the West side of the Break-Neck Road in Election District No. 21 of Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING at an iron stake driven in the Western Boundary of said Road and at the end of the first line of the lot conveyed to Orville E. Blubaugh, et ux, by Roy V. Smith, et ux, by a deed dated April 30, 1951, and recorded in Liber No. 233, folio 552, one of the Land Records of Allegany County, Maryland; and running thence by same meridian and horizontal distances with the Western boundary of said Road, North 26 degrees

34 minutes East 100 feet to an iron stake; thence leaving the Road, North 58 degrees 54 minutes West 159.7 feet to an iron stake; South 27 degrees 55 minutes West 100 feet to an iron stake driven at the end of the second line of said Blubaugh's lot; thence reversing said line, South 59 degrees 05 minutes East 156.5 feet to the beginning, containing 0.35 acres, more or less.

The above lots or parcels of land were conveyed unto the said Mortgagors by Orville E. Blubaugh, widower, by deed dated the 27 day of March, 1954, and duly recorded among the Land Records of Allegany County.

ALSO: All that piece or parcel of land situate and lying on the Baltimore Pike in the City of Cumberland, Maryland, being the Eastern portion of Lot No. 46 in Henderson and Pearre's Addition to Cumberland, and particularly described as follows:

BEGINNING at a point on the Baltimore Pike, South $63\frac{1}{2}$ degrees East 137 $\frac{1}{2}$ feet from the beginning point of Lot No. 46 in Henderson and Pearre's Addition, and running thence with fourth line of the piece or parcel of land described in a deed from Robert R. Henderson, et al, to James H. Wilson, dated September 9, 1904, and recorded in Liber No. 96, folio 146, of the Land Records of Allegany County, North $63\frac{1}{2}$ degrees West 49 $\frac{1}{2}$ feet, thence North $26\text{-}\frac{3}{4}$ degrees East 25 feet, thence South $63\frac{1}{2}$ degrees East 58 feet to the Baltimore Pike, and with said Pike by a straight line to the beginning.

It being the same property which was devised unto the said Raymond May under the Last Will and Testament of his Mother, Minnie M. Arnette, whose Will was probated on January 27, 1948, and is recorded in Wills Liber W, folio 24, in the Office of the Register of Wills of Allegany County.

ALSO: All those certain lots or parcels of ground situated and lying on Reynolds Street, in the City of Cumberland, Allegany County, in the State of Maryland, and known as Lots Nos. 106 and 107, in The Cumberland Improvement Company's Eastern Addition to Cumberland, Maryland, and particularly described as follows, to-wit:

LOT NUMBER 106: BEGINNING for the same on the North side of Reynolds Street at the end of the first line of Lot No. 105, of said Addition, and running thence with the North side of Reynolds Street, North 69 degrees 16 minutes West, forty feet; thence North 20 degrees and 44 minutes East, one hundred sixty and one-half feet to a fourteen-foot alley, thence with the South side of said alley, South 62 degrees and 54 minutes East, forty and one-fourth feet to the end of the second line of said Lot No. 105, thence with said second line reversed, South 20 degrees and 44 minutes West, one hundred fifty-six and three one-hundredths feet to the place of beginning.

LOT NUMBER 107: BEGINNING at the end of the first line of Lot No. 106, and running thence with the North side of Reynolds Street, North 69 degrees 16 minutes West 40 feet; thence North 20 degrees 44 minutes East $164\text{-}\frac{96}{100}$ feet to a fourteen-foot alley; thence with the South side of said Alley, South 62 degrees 54 minutes East, $40\text{-}\frac{25}{100}$ feet to the end of the second line of Lot No. 106, thence reversing said second line, South 20 degrees and 44 minutes West, $160\text{-}\frac{50}{100}$ feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Harry R. Miller and wife, by deed dated February 11, 1930,

and recorded in Liber No. 162, folio 511, one of the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid Seven Thousand (\$7,000.00) 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 Mortgagee or George R. Hughes, his - - - - - duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland - - - - - if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor s. 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 Mortgagee, the improvements on the hereby mortgaged land to an amount of at least Seven Thousand (\$7,000.00) - - - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his - - - - - lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal s of said Mortgagor s

Att: George R. Hughes

Raymond May (SEAL)
Raymond May
Gladys M. May (SEAL)
Gladys M. May

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

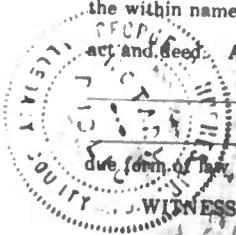
I hereby certify that on this 27th day of March, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Raymond May and Gladys M. May, his wife,

the within named Mortgagor s, and acknowledged the foregoing mortgage to be their

act and deed. And at the same time, before me, also personally appeared W. Wallace McKaig

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

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



George R. Hughes
Notary Public

Compared and ~~case~~ Delivered
Morgage City
Apr 5 1954

FILED AND RECORDED MARCH 29th 1954 at 3:10 P.M.

This Mortgage, Made this 29th day of

March in the year nineteen hundred and fifty-four, by and between
Leo B. Critea and Nellie G. Crites, 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

Leo B. Critea and Nellie G. Critea, his wife,
stand indebted unto the said The Liberty Trust Company in the just and full sum of
Six Thousand (\$6,000.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on June 30, 1954



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

Leo B. Critea and Nellie G. Crites, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that certain lot or parcel of ground lying and being on the
Northerly side of the Oldtown Road, about one-eighth of a mile in a
Southeasterly direction from the corporate limits of the City of
Cumberland, Allegany County, State of Maryland, and which said lot or
parcel of ground is known and designated as Lot No. 26 on the Plat of
Hewitt's Home Addition to Cumberland, Maryland, and which said lot is
more particularly described as follows, to-wit:

BEGINNING on the Northerly side of Michigan Avenue at the end of the
first line of Lot No. 25, and running thence with the Northerly side
of Michigan Avenue, South 47 degrees and 5 minutes East 40 feet to
the interesection of the Northerly side of said Avenue with the Westerly
side of Pennsylvania Avenue, and running thence with the Westerly
side of Pennsylvania Avenue, North 41 degrees and 50 minutes East
100.22 feet to the intersection of the Westerly side of said Pennsyl-
vania Avenue, with the Southerly side of an alley 12 feet wide, then
with the Southerly side of said alley, North 47 degrees and 5 minutes
West 38.11 feet to the end of the second line of said Lot No. 25, and
with said line reversed, South 42 degrees and 55 minutes West 100.2
feet to the beginning:

It being the same property which was conveyed unto the said Mortga-
gors by Otha Hewitt, et ux, by deed dated October 13, 1936, and
recorded in Liber 176, folio 63, one of the Land Records of Allegany

County, and by Confirmatory Deed from Robert W. Hewitt, Trustee, et al, dated June 15, 1944, and recorded in Liber No. 199, folio 715, 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 Six Thousand (\$6,000.00) - - - - 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

Six Thousand (\$6,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind

the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Leo B. Crites (SEAL)
Leo B. Crites

Nellie G. Crites (SEAL)
Nellie G. Crites

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 29th day of March in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Leo B. Crites and Nellie G. Crites, 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
Mortgage Westernport Md
Apr 5 27*

PURCHASE MONEY FILED AND RECORDED MARCH 30th 1954 at 10:00 A.M.

This Mortgage, Made this Twenty Ninth day of March in the year Nineteen Hundred and Fifty Four by and between

Frank Richard Neff and Thelma Broadwater Neff, husband and wife,

of Westernport, Allegany County, in the State of Maryland parties of the first part, and The Citizen's National Bank of Westernport, Maryland, a Corporation, organized under the National Banking Laws of the United States of America,

of Allegany County, in the State of Maryland

part Y of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are justly indebted unto the said party of the second part in the full and just sum of FIVE THOUSAND SIX HUNDRED AND THIRTY DOLLARS (\$5,630.00) for money lent, 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 at The Citizen's National Bank of Westport, Maryland.

AND WHEREAS, it is agreed between the parties hereto that the said parties of the first part shall pay in reduction of said note, until demand is made for the payment of the full amount due on same, at least \$65.00 each month, including the accrued interest; and that the entire remaining principal of said note, if not sooner paid in full, shall be due and payable ten years from the date of said original note.

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,

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

That certain lot of ground in the Town of Westport, in Allegany County, Maryland, improved by apartment No. 524B., and Apartment No. 526, located on the South side of Maryland, avenue in said Town at the intersection of the West side of Fourth Street with the South side of Maryland Avenue. 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 June 6th, 1953, and which deed is recorded among the Land Records of Allegany County, Maryland, in Liber No. 250, Folio 497, and to which deed a reference is hereby made for a more particular and definite 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 party of the second part, its successors, and

or assigns, the aforesaid sum of FIVE THOUSAND SIX HUNDRED AND THIRTY (\$5,630.00)

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

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

parties of the first part, their heirs and assigns,

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

hereby covenant to pay when legally demandable.

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

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

party of the second part, its successors

heirs, 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, 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 SIX HUNDRED AND THIRTY & 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, 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

Attest:
Charles J. Laughlin

Frank Richard Neff [SEAL]
Frank Richard Neff
Thelma Broadwater Neff [SEAL]
Thelma Broadwater Neff.

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this Twenty Ninth day of March in the year nineteen Hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Frank Richard Neff and Thelma Broadwater Neff, husband and wife, and have acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Patrick A. Laughlin, Vice-President of The Citizen's National Bank of Westermport, 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 Vice-President of the said bank duly authorized to make this affidavit.

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

Richard D. Whitworth
Notary Public

Compared and Mailed *Remitt*

To *Wetzel City*
Apr 5 1954

LIBER 303 PAGE 460

FILED AND RECORDED MARCH 30th 1954 at 11:10 A.M.

THIS MORTGAGE, Made this 26th day of March, 1954, by and between HARDY H. CROSSLAND and RUTH J. CROSSLAND, 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 bona fide indebted unto the party of the second part in the full and just sum of One Thousand Five Hundred (\$1,500.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Twenty Nine (\$29.00) Dollars on account of interest and principal, payments to begin on the 26th day of April, 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 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 the following real estate, to-wit:

ALL that certain tract or parcel of land lying in Voting District No. 7 of Allegany County, Maryland, on the west side of U. S. Route No. 220, between Dawson and Rawlings, and described by metes and bounds as follows:

BEGINNING at an iron stake in the west boundary of U.S. Route 220, and in the fourth line of the tract of which this is a



part, thence, with new division lines and with said road (M.B. 1949), South 45 degrees 53 minutes West 167 feet to an iron stake; thence, leaving said road, North 44 degrees 55 minutes West 250 feet to an iron stake; thence, North 45 degrees 53 minutes East 167 feet to a stake in the fourth line of the tract of which this is a part; thence, with a portion of said line, South 44 degrees 55 minutes East 250 feet to the place of BEGINNING, containing 0.95 of an acre, more or less, and being a part of a 50 acre tract which was conveyed to Lilly M. Crossland from Clorinda Flanagan, widow, by deed dated the 22d day of March, 1938, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 183, folio 314; reference to said deed is hereby made for a particular description of the whole tract and the source of title thereto.

It being the same property conveyed to the first parties by Lilly M. Crossland, unmarried, by deed dated the 7th day of June, 1949, and recorded on June 18, 1952, in Liber 241, folio 494, 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 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 Five Hundred (\$1,500.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their

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 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 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. Landis

Hardy H. Crossland (SEAL)
Hardy H. Crossland

Ruth J. Crossland (SEAL)
Ruth J. Crossland

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 26 day of March, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared HARDY H. CROSSLAND and RUTH J. CROSSLAND, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also 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.



A. A. Helmick
Notary Public
My Commission expires May 2, 1955

FILED AND RECORDED MARCH 30th 1954 at 1:05 P.M.

PURCHASE MONEY

This Mortgage, Made this 29TH day of MARCH in the year Nineteen Hundred and fifty -four by and between

Betty Lou Sharon Spaur, widow,

of Allegany County, in the State of Maryland, part V 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 One Hundred Three & 28/100 - - (\$103.28) - - 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:

Parcel No. 1: All that lot, piece and parcel of ground, lying on the northwest side of the Bedford Road in Elestian District No. 5, in Allegany County, State of Maryland, about two miles north of the City of Cumberland, which lot and parcel of ground is described as follows, to-wit:

Beginning for the same at an iron peg standing on the northwest bank of the Bedford Road and at the end of a reference line drawn from the southeast corner of C. E. Patterson's dwelling house on this lot, to-wit: South 34 degrees 10 minutes East 174 feet, and running then along the northwest bank of the Bedford Road, North 38 degrees 30 minutes East 50 feet to an iron peg; North 38 degrees 20 minutes West 400 feet to an iron peg; South 38 degrees 30 minutes West 50 feet to an iron peg; South 38 degrees 20 minutes East 400 feet to the place of beginning, containing 1/2 acre more or less, surveyed November 4, 1925, all bearings magnetic.

Parcel No. 2: All that lot, piece and parcel of ground, lying and being situated on the Northwest side of the Bedford Road about two and one half miles Northeasterly from the City of Cumberland, in Elestian District No. 5 of Allegany County, State of Maryland, which lot and parcel of ground is described as follows, to-wit:

Beginning for the same at an iron peg standing on the Northwest bank of the Bedford Road at the end of a reference line drawn from the Southeast corner of Charles E. Patterson's frame bungalow or dwelling house situated on the adjoining lot on the North. South 34 degrees 10 minutes East 174 feet, it also being the beginning of the said Charles E. Patterson's and wife's adjoining lot on the North, and running then along the Northwest bank of the Bedford Road, South 38 degrees 30 minutes West 25 feet to a stake, then leaving said road and paralleling the 4th and last line of the aforesaid adjoining lot on the North, using 12 minutes far variation, North 38 degrees 20 minutes West 400 feet to a stake standing on the 6th line of Charles E. Dorsey's adjoining property, then with part of said 6th line; North

38 degrees 30 minutes East 25 feet to a stake, at the end of the 3rd line of Charles E. Patterson's and wife's adjoining lot on the North, then with the 4th and last line of said lot South 38 degrees 20 minutes East 400 feet to the place of beginning, surveyed September 12, 1929, all bearings being magnetic and all measurements horizontal.

Being the same property which was conveyed unto the party of the first part by deed of Charles E. Patterson and Flora G. Patterson, 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 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 she 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 her heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

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

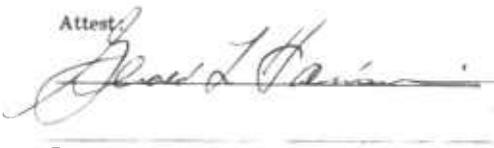
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents 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 - - (\$13500.00) 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 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 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

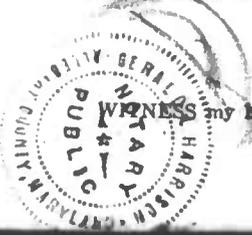
Attest:
  [SEAL]
 Betty Lou Sharon Spaur [SEAL]

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 29th day of MARCH
 in the year nineteen Hundred and Fifty -four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

Betty Lou Sharon Spaur, widow,

the said mortgagors herein and ~~she~~ 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.

LIBER 3143 PAGE 107

Compared and Mailed *James*
T. *Wright* Frostburg Md
Apr 5 54

FILED AND RECORDED MARCH 31st 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 30th day of March, 1954, by and between
James Garfield EISENTROUT and Pearl Virginia EISENTROUT, his wife,

of DeVale, (FF 1, Cumberland) Allegany Co., in the State of Maryland, Mortgagee, and THE FIDELITY
SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee

WHEREAS, the said Mortgagee is duly indebted unto the Mortgagee in the full and just sum of
Six Hundred seventy-nine - - - 80/00 \$ 679.00

which is to be repaid in 24 consecutive monthly installments of \$ 28.40 each beginning one month from
the date hereof at the office of the said Mortgagee.

NOW THIS MORTGAGE WITNESSETH that in consideration of the premises and of the sum of One Dollar, the said
Mortgagee has granted, sold and conveyed unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground
and premises located in DeVale Bulover Section, near Cumberland, Allegany Co., Maryland known as
Lot 100, 99, 98 & 97 on the Plat of DeVale Bulover Section (LIBER 159, PAGE 4)

and more fully described and located from Florence Wilton WILSON, widow, dated April 13, 1946
recorded in the Land Records of Allegany County, Maryland Liber 108 Page 467

TOGETHER with the buildings and improvements thereon and the rights, alleys, ways, waters, privileges, appurtenances
and all other things hereto in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the
said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns,
to have and to hold unto the said Mortgagee, its successors, administrators or assigns, do and shall pay
in cash to be paid to the said Mortgagee, its successors and assigns the above said indebtedness, together with the interest thereon
as and when the same shall become due and payable and, at the expiration 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 Mortgagee may retain possession of the mortgaged
property upon paying at the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and
interest thereon said Mortgagee hereby covenant to pay when legally demandable.

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

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

WITNESS OUR hand and seal

James Garfield Eisen Trout SEAL
James Garfield EISENTROUT
Pearl Virginia Eisen Trout SEAL
Pearl Virginia EISENTROUT

ATTEST:
Ralph M. Face
Ralph M. Face

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:
I HEREBY CERTIFY, That on this 30th day of March, 1954, 1954, before me,

the subscriber, a Notary Public of the State and County aforesaid, personally appeared
James Garfield EISENTROUT and Pearl Virginia EISENTROUT, his wife

who signed in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act
At the same time also appeared G. ALVIN KREILING, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG,
ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true
and bona fide therein set forth G. ALVIN KREILING

AS WITNESS my hand and Notarial Seal.

Ralph M. Face
Ralph M. Face
Notary Public

Compared and Mailed *See*
To *Mtze 303 Leebur City*
Apr 5 1954

LIBER 313 PAGE 168

FILED AND RECORDED MARCH 31 1954 at 12:55 P.M.

This Mortgage. Made this 27 day of March
in the year Nineteen Hundred and Fifty-FOUR, by and between

Walter H. Merrill and Catherine M. Merrill, his wife
of Allegheny County, in the State of Maryland
part 1st of the first part, and

Walter H. Merrill and Catherine M. Merrill, his wife.
of Allegheny County, in the State of Maryland
part 2d of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto
the said parties of the second part in the full and just sum of
the thousand five hundred (30,500.00) dollars, which said sum the
said parties of the first part do hereby agree to repay in
installments of not less than Seventy-five (75.00) dollars per
month, including interest at the rate of five (5) per cent. per
annum, the same payable monthly; said installment payments to be
made and payable on the 1st day of each and every month consecutively,
beginning May 1, 1954, until the full sum above mentioned has been
paid.

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

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

All that lot or parcel of ground situated on the
southwest side of North Mechanic Street, in the City of Cumberland,
Allegheny County, Maryland, and more particularly described as
follows:

BEGINNING for the same at an iron stake standing on the
southwest side of North Mechanic Street, said iron stake also
stands at the end of the first line of the adjoining property

conveyed by G. Clirick Elkins et al. to G. W. Brown, et ux. by deed dated the 17th day of August, 1948 and recorded in Liber 22, folio 15, one of the Land Records of Allegany County, and South 62 degrees and 30 minutes East 85/100 feet from the northeast corner of the stone foundation of the two-story brick dwelling on the property herein described, and running thence with the said southwest side of North Jackson Street, North 52 degrees and 30 minutes West 28 17/100 feet to a chiseled point on the southwest side of North Jackson Street, North 63 degrees and 30 minutes West 70 feet to a chiseled point on the southeast face of the flood wall running along the rear of the property herein described, thence with the said southwest face of the flood wall, North 41 degrees and 48 minutes East 28 67/100 feet to a chiseled mark on the said flood wall at the end of the second line of the aforementioned G. W. Brown property adjoining, thence with the second line reversed, North 17 degrees and 00 minutes East 78 2/10 feet to the beginning.

BEING the same property that was conveyed to the said William A. Spruill by Mary Cook Switzer, et vir. by deed dated the 17th day of February, 1954 and recorded among the Land Records of Allegany County, Maryland, in Liber 255, folio 479.

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

-----Nine thousand five hundred (\$9,500.00) 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 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 Harold S. Naughton, 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 captured 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 or 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

-----one thousand five hundred----- Dollars.

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

Felix S. Brady John Edwin Blake [SEAL]
 Felix S. Brady Virginia May Blake [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, that on this 30th day of March

in the year of our Lord one thousand nine hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

John Edwin Blake and Virginia May Blake, his wife,

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

Willie M. Spruill and Catherine M. Spruill, 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.



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

Felix S. Brady
Notary Public.

Compared and *Exam* Delivered *8*
 by *Mr. A. Legge* *Atty. Gen.*
Mar 31 1954

FILED AND RECORDED MARCH 31 " 1954 at 1:45 P.M.

PURCHASE MONEY

This Mortgage, Made this 30TH day of MARCH in the
 year Nineteen Hundred and fifty - FOUR by and between
Martha M. Swanson, widow,

_____ of Allegany County, in the State of Maryland, part Y 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 Twenty-five & 00/100 - - - (\$2025.00) - - - 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 Twenty 00/100 - - - - - (\$20.00) - - - - - 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 land in the Town of Ellerslie,
 Allegany County, Maryland, known as Lot No. 73 on the plat of
 Andrew Ramsey's Addition to the Town of Ellerslie, recorded in Deeds
 Liber No. 131, folio 725, one of the Land Records of Allegany
 County, Maryland, and which lot is more particularly described as
 follows, to-wit:

Beginning on the West side of the State Road in Ellerslie
 at the end of the first line of Lot No. 72 and with said side of
 State Road South 0 degrees 15 minutes East 50 feet to the division

line between Lots Nos. 73 and 74; then with said division line South 77 degrees 15 minutes West 103.5 feet to the East side of a 12 foot Alley, and with said Alley, North 1 degree 51 minutes East 50 feet to the division line between Lots Nos. 72 and 73, and with said division line reversed North 77 degree 15 minutes East 101.25 feet to the beginning.

Being the same property which was conveyed unto the party of the first part by deed of the First Federal Savings and Loan Association of Cumberland, of even date, which is intended to be recorded in 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 covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

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

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

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland,

Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said 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 Twenty-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 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 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 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 *Martha M. Swanson* [SEAL]
Martha M. Swanson

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 30th day of MARCH

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

Martha M. Swanson, widow,

the said mortgagors herein and she 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.

Compared and ~~Trans~~ Delivered &
To *Les H. Lipp, City City*
April 5 1954

LIBER 303 PAGE 474

FILED AND RECORDED MARCH 31st 1954 at 1:45 P.M.

PURCHASE MONEY

This Mortgage, Made this 30TH day of MARCH in the
year Nineteen Hundred and fifty -four by and between

Mary Louise Spicer, widow,

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

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eighty-six Hundred Fifty & 00/100 - - - (\$8650.00) - - - - Dollars, which said sum the mortgagors agrees to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Seventy & 68/100 - - - - (\$70.68) - - - - 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:

Parcel No. 1

All that tract or parcel of land lying on the West side of the Cash Valley Road in Election District No. 29, Allegany County, Maryland, described as follows, to-wit:

Beginning at a point on the West side or margin of the Cash Valley Road being the beginning point of the deed from Pearl Florence Albright, widow, to James C. Mauk et ux dated October 10, 1945, and recorded among the Land Records of Allegany County, Maryland in Liber 205, folio 500, and running then by the Cash Valley Road and with part of the first line of said deed (true meridian bearings and horizontal measurements), North 35 degrees East 100 feet; then crossing the whole of the tract conveyed in said deed, North 59 degrees West 480.9 feet to a point on the fifth line of said deed; then with part of said fifth line, South 30 degrees West 100 feet to the end of said fifth line; then with the sixth line of said deed, South 59 degrees East 480 feet to the beginning, according to a survey by Alfred Breadwater, Surveyor, on or about October 9, 1945.

Being the same property which was conveyed unto the party of the first part by deed of Herman L. Douthitt and Ella J. Douthitt, 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.

Parcel No. 2

All that lot, piece or parcel of ground bordering on Brice Hollow Road near Spring Gap, Allegany County, Maryland, being a part of a tract of land called "Moskwa Resurveyed in three parts" and "Thanks", which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a stone at the end of the first line of the deed from Edith M. Reet to Viola M. Allen dated April 12, 1939, which is recorded in Liber 183, folio 315, one of the Land Records of Allegany County, Maryland, and running then with part of the eighth line of the tract called "Thanks", North 29 1/4 degrees East 128 1/2 feet to a bounded pine tree standing at the end of 96

perches on the eighth line of said tract, then North 61 1/4 degrees West 222.75 feet to a stone, then North 29 1/4 degrees East 396 feet to a stake, then South 61 1/4 degrees East 222.75 feet to a stake on the eight line of the said tract, then North 29 1/4 degrees East 462 feet to the end thereof, then with the ninth line of said tract North 70 degrees East 379.5 feet, then South 61 1/2 degrees East 627 feet, then South 29 1/4 degrees West 2422.5 feet to the end of the second line of said Allen deed, and then with said second line reversed North 56 3/4 degrees West 858 feet, more or less, to the place of beginning, containing 46 acres of land, more or less.

Being the same property which was conveyed unto Franklin E. Spicer and Mary L. Spicer, his wife, as tenants by the entireties, by deed of C. Glenn Watson et ux, dated February 4, 1950, which is recorded in Liber 228, folio 8, one of the Land Records of Allegany County, Maryland, the said Franklin E. Spicer having heretofore departed this life leaving the said Mary L. Spicer as sole owner by operation of law.

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

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant 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 Eighty-six Hundred Fifty & 00/100 - - - (\$8650.00) - - 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 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 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

Mary Louise Spieer [SEAL]
Mary Louise Spieer

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 30TH day of MARCH

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

Mary Louise Spieer, widow,

the said mortgagors herein and she 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.

Deposited and ~~certified~~ Debited
 Geo. H. Leary Atty City
 Apr 5 1954

FILED AND RECORDED MARCH 31st 1954 at 1:45 P.M.

PURCHASE MONEY

This Mortgage, Made this 30th day of MARCH in the year Nineteen Hundred and fifty-four by and between
Lloyd W. Kline and Marybell L. Kline, 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 Three Hundred & 00/100 - - (\$11,300.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 $\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of Seventy-one & 53/100 - - - (\$71.53) - - - 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 that lot or parcel of ground situated on the North side of Mount Savage State Road, near Ford's Station of the Cumberland and Pennsylvania Railroad, and more particularly described as follows, to-wit:

Beginning for the same at a stake from which a stone marked EE (the beginning of tract conveyed from Sylvester Deffenbaugh et ux, to Elmer E. Deffenbaugh, dated December 30, 1896 and recorded in Liber 21, folio 31, one of the Land Records of Allegany County,) stands South 85 degrees 28 minutes East 13.7 feet, and running then with the North side of County Road and 16 $\frac{1}{2}$ feet from the center thereof (horizontal distances and magnetic bearings as of July 1935) South 83 degrees 3 minutes West 51.6 feet to a stake, then leaving said road North 0 degree 27 minutes East 209 feet, more or less, to a stake, then South 83 degrees 38 minutes East 51.45 feet to a stake on the West side of a proposed roadway, and then with said roadway South 0 degrees 27 minutes West 197.8 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Harold L. Price and Mary J. Price, his

vide, 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, 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 Eleven 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 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, 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:

[Signature] Lloyd W. Kline [SEAL]
Lloyd W. Kline
[Signature] Marybell L. Kline [SEAL]
Marybell L. Kline

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 30TH day of MARCH

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

Lloyd W. Kline and Marybell L. 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.



Witness my hand, and Notarial Seal the day and year aforesaid.

[Signature]
Notary Public.

Compared and Mailed *Revised*

To *Mtyle City*

Apr 5 1954

LIBER 303 PAGE 480

FILED AND RECORDED MARCH 31st 1954 at 2:56 P.M.

This Mortgage, Made this 31st day of
March, in the year nineteen hundred and Fifty Four,
John F. Daum and Mildred L. Daum, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and
THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee,
Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the
said Mortgagee in the full and just sum of Seven Thousand Five Hundred (\$7,500.00) Dollars,
with interest from date at the rate of $4\frac{1}{2}\%$ per annum on the unpaid principal until
paid by their promissory note of even date, principal and interest being payable
at The Commercial Savings Bank of Cumberland, Maryland, on or before Twenty years
after date, in monthly installment of Forty Seven Dollars and Forty Five Cents
(\$47.45), commencing on the 31st day of March, 1954, and on the 31st day of each
month thereafter until the principal and interest are fully paid. Privilege is
reserved to pay this debt in whole, or in an amount equal to one or more monthly
payments on the principal that are next due, on the 31st day of any month prior
to maturity.

And the said parties of the first part covenant and agree
to pay monthly to the party of the second part, in addition to the said payments
above set forth, a sum equal to the premiums that will next become due and payable
on policies of fire or other hazard insurance covering the mortgaged property, plus
taxes and assessments next due on the mortgaged property (as estimated by the party
of the second part) less all sums already paid therefor divided by the number of
months to elapse before one month prior to the date when such premiums, taxes and
assessments will become delinquent, such sums to be held in trust by the party of
the second part for the payment of such premiums, taxes or assessments.

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.

Now therefore, in consideration of the premises, and in order to secure the prompt payment
of the said indebtedness and any future advances as aforesaid, together with the interest thereon,
the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said
Mortgagee, its successors and assigns, the following property, to-wit: All that lot or parcel
of ground situated on the West side of Frederick Street, in the City of Cumberland,
Allegany County, Maryland, known and designated as Lot No. 42 in "Bedford Place
Addition to Cumberland," and particularly described as follows, to-wit:

Beginning for the same at a peg standing on the West side
of Frederick Street at the end of the first line of Lot No. 41 of said Addition,
and running thence with the West side of said street, South 37 degrees and 20
minutes West 25 feet; then North 50 degrees and 3 minutes West 115 feet to a 12

foot alley; then with said alley, North 37 degrees and 20 minutes East 25 feet to the end of the second line of said Lot No. 41; then with said line reversed, South 50 degrees and 3 minutes East 115 feet to the place of beginning.

Being the same property conveyed by Philip W. Walker et ux to the said John F. Daum et ux by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland; this mortgage being given to secure part of the purchase price for said property. A plat and the courses and distances of the lots in "Bedford Place Addition" are filed and recorded in Liber No. 120, folio 586, etc., of said Land Records. Reference to the aforesaid deed, plat, and courses and distances is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - Seven Thousand Five Hundred (\$7,500.00) - - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, 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 and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee 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 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 Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale 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, its, 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 terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - Seven Thousand Five Hundred (\$7,500.00) - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

Witness, the hands and seals of said Mortgagors .

Attest:

William C. Sudley

John F. Daum (SEAL)
John F. Daum
Mildred L. Daum (SEAL)
Mildred L. Daum

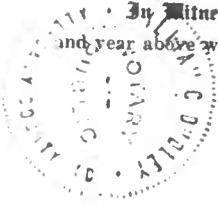
State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 31st day of March, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

John F. Daum and Mildred L. Daum, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.



William C. Sudley
Notary Public

Com at ... Mailed ...
to Mtge Frostburg Md
May 24 1954

FILED AND RECORDED APRIL 1st 1954 at 8:30 A.M.

This Mortgage, Made this 24th day of March,
in the year Nineteen Hundred and fifty-four, by and between

FRANCIS I. FAIR and ELIZABETH C. FAIR, 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

FOUR THOUSAND FIFTY - - - - -00/100 DOLLARS (\$4050.00)

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 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 that lot, piece or parcel of ground lying and being in Election District No. 18 in or near the Village of Midland, Allegany County, Maryland, which was conveyed by the George's Creek Coal Company, Inc., to Francis I. Fair et ux by deed dated January 31, 1949, and recorded in Deeds Liber 224, folio 199 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.

SECOND PARCEL:

ALL that lot, piece or parcel of ground lying and being in Election District 18 in or near the Village of Midland, Allegany County, Maryland, which was conveyed by Jane Fair to Francis I. Fair et ux by deed dated October 6, 1948, and recorded in Deeds Liber 222, folio 591 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.



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, ~~executors, administrators~~ or assigns, the aforesaid sum of

FOUR THOUSAND FIFTY - - - - - 00/100 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 party of the second part, its successors ~~executors, administrators~~ and assigns, or

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

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Fifty - - - - - (\$4,050.00) - - 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, 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,

Witness: (as to Bath)

Robert M. Todd

Francis I. Fair [SEAL]
FRANCIS I. FAIR

Elizabeth C. Fair [SEAL]
ELIZABETH C. FAIR

[SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 25th day of March
in the year nineteen-hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

Francis I. Fair and Elizabeth C. Fair, his wife,

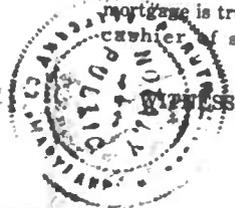
and they acknowledged the foregoing mortgage to be their respective

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.



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

Ruth M. Todd
Notary Public

Complied and Mailed Released
To *Walter* *125*
1954 24

FILED AND RECORDED APRIL 1st 1954 at 9:55 A.M.

This Mortgage, Made this 30th day of March
in the year Nineteen Hundred and Fifty Four, by and between

ROBERT J. SPERRY and CATHALINE WALTERS SPERRY, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and

CLARENCE L. LONG and GRACE P. LONG, his wife,

of Allegany County, in the State of Maryland,

party 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 Three Thousand Five Hundred Dollars, (\$3,500.00), which said sum the parties of the first part promise to pay unto the parties of the second part in monthly installments of Thirty-Five Dollars, (\$35.00), the same including interest at the rate of Five Per Centum (5%) Per Annum, adjusted semi-annually, until the full principal and interest has been paid and satisfied. Upon default

at any of the payments of the installments, the entire balance shall at once become due and payable.

The sum hereby secured being in part purchase money for the property 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

parties of the second part, their

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

All that lot, piece or parcel of land situate, lying and being in the Village of Carlos in Allegany County, State of Maryland, and more particularly described as lot number seven (7) in Block "B" in Sorcau's Addition to Carlos; a plat of which Addition is recorded in Liber No. 25, folio 701 among the land records of Allegany County, Maryland, said lot hereby intended to be conveyed being more particularly described as follows, to-wit:

Beginning for the same at the end of the first line of lot No. six (6) and running thence with Jordan Street, South 54 degrees 19 minutes East 30 feet, thence South 35 degrees 41 minutes West 111.5 feet to Stewart Street and with it reversed, North 54 degrees 19 minutes West 30 feet to the end of the second line of lot No. 6 and with it reversed North 35 degrees 41 minutes East 111.5 feet to the beginning.

IT BEING the same property which was conveyed unto Robert J. Sperry and Cathaline Walters Sperry, his wife, by John Roy Devault and Beatrice Devault, his wife, by deed dated July 29th, 1952, and recorded in liber No. 243, folio 25, 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 parties of the first part,

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

parties of the second part, their heirs,

executors, administrators or assigns, the aforesaid sum of

Three Thousand Five Hundred Dollars, (\$3,500.00),

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

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

parties of the first part

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

parties of the first part.

hereby covenant to pay when legally demandable.

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

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

parties of the second part, their

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

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

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Five Hundred Dollars, (\$3,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the 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 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 mortgagors.

Attest:

Edward J. Sperry

Robert J. Sperry [SEAL] ROBERT J. SPERRY

Cathaline Walters Sperry [SEAL] CATHALINE WALTERS SPERRY

State of Maryland, Allegany County, in-wit:

I hereby certify. That on this 30th day of March in the year nineteen Hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

ROBERT J. SPERRY and CATHALINE WALTERS SPERRY, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared

CLARENCE L. LONG and GRACE P. LONG, his wife, the within named mortgagee 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.

Edward J. Sperry Notary Public.



Compared and Mailed ~~12/26/60~~
To Walter Franchburg Md.
May 24 1954

FILED AND RECORDED APRIL 17 1954 at 11:20 A.M.
PURCHASE MONEY

This Mortgage. Made this 30th. day of March in the year
Nineteen Hundred and Fifty-four by and between

HARRY J. DEVLIN and MARY R. DEVLIN, 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
TWO THOUSAND SEVEN HUNDRED FIFTY AND NO/100 -----Dollars
(\$ 2,750.00) with interest at the rate of four-1/2 per centum (4 1/2 %) 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-one -----04/00 Dollars,
(\$ 21.04) commencing on the 1st. day of May 1954
and on the 1st. 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 30th. day of March, 1969. 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

HARRY J. DEVLIN and MARY R. DEVLIN, his wife,

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

All those lots, pieces or parcels of land situate, lying and being in the
Town of Midland, Allegany County, Maryland, and known and distinguished as Lots
Numbers Ten (10) and Eleven (11) in Koontz Addition to said Town of Midland, a plat
of which Addition is recorded in Liber No. 91, folio 423 among the Land Records of
Allegany County, Maryland. Said lots being more particularly described as follows,
to-wit:

LOT NO. 10: BEGINNING at the intersection of the Easterly side of Broad

Street with the Northerly side of Oak Alley and running thence with said Street, North 51-1/2 degrees West 40 feet, then North 38-1/2 degrees East 105 feet to Spruce Alley; and with it South 51-1/2 degrees East 40 feet to Oak Alley and with it, South 38-1/2 degrees West 105 feet to the beginning.

LOT NO. 11: BEGINNING for the same on the Easterly side of Broed Street at the end of the first line of Lot No. 10 and running thence with said Street, North 51-1/2 degrees West 40 feet, thence North 38-1/2 degrees East 105 feet to Spruce Alley and with it, South 51-1/2 degrees East 40 feet to the end of the second line of Lot No. 10 and with it reversed, South 38-1/2 degrees West 105 feet to the beginning.

BEING a part of the property conveyed to John J. Campbell by deed from James F. Campbell et ux., dated September 4th, 1934 and recorded in Liber No. 174, folio 429 among said Land Records of Allegeny County, Maryland.

BEING also the same property conveyed to the said Harry J. Devlin and Mary R. Devlin, his wife, by deed from Mary Margaret Smith and Elizabeth Eileen Campbell, Executrices of the Last Will and Testament of John J. Campbell, deceased, dated March 22, 1954 and intended to be recorded among said Land Records of Allegeny County, Maryland, simultaneously with this mortgage which is executed to secure a part of the purchase price of the above described property and is in whole a PURCHASE MONEY MORTGAGE. Although said deed is dated as above noted it was nevertheless not delivered until the execution of this mortgage and both instruments are a part of one simultaneous transaction.

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

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

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

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

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

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

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

TWO THOUSAND SEVEN HUNDRED FIFTY AND NO/100 - - - - - (\$2,750.00) 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. Face HARRY J. DEVLIN (SEAL)
 Ralph M. Face HARRY J. DEVLIN

Ralph M. Face MARY R. DEVLIN (SEAL)
 Ralph M. Face MARY R. DEVLIN

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 30th. day of March in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

HARRY J. DEVLIN and MARY R. DEVLIN, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared ^{G. Alvin Kroiling} ~~William C. Face~~, 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 ^{G. Alvin Kroiling} ~~William C. Face~~ 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.



Ray M. Rice
Notary Public

Compared and ~~MADE~~ D livered &
To *Geo. H. Legge City City*
May 24 19 57

PURCHASE MONEY
This Mortgage: Made this 23rd day of MARCH in the
year of our Lord one thousand nine hundred and fifty four by and between

Ronald E. Smith and Jacqueline M. Smith, his wife,
of Allegany County, in the State of Maryland, part ~~ies~~ 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 4 1/2 per cent. per annum, in the manner following:

By the payment of Eighty-seven & 98/100 - - - (\$87.98) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All that lot or parcel of land lying on the Northerly side of Fayette Street, in the City of Cumberland, Maryland, which is described as follows, to-wit:

Beginning at a point on the Northerly side of Fayette Street distant North 49 degrees 40 minutes East 285 feet from the intersection of the Northerly side of Fayette Street with the Easterly side of Luteman Highway and running then with Fayette Street, North 49 degrees 40 minutes East 30 feet, then at right angles to said Fayette Street, North 40 degree 20 minutes West 100 feet to a fifteen foot alley, then with said alley, South 49 degree 40 minutes West 30 feet, then South 49 degree 20 minutes East 100 feet to the beginning.

1918 11-13 1912

Being the same property conveyed unto Holzshu Realty Company, a corporation, by deed from Jacob F. Ruppert and Mary J. Ruppert, his wife, dated the 20th day of July, 1906, and recorded among the Land Records of Allegany County, Maryland in Liber 99, folio 513.

Being the same property conveyed unto Donald E. Smith and Jacqueline M. Smith, his wife, by deed of Holzshu Realty Company, a corporation, dated the _____ day of _____, 1954, which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

"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 \$5000.00, 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 payment of the costs of any repairs, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1915 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 or 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. Lezge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. in 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-

gágee 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 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 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 E. Smith [SEAL]
Donald E. Smith
Jaqueline M. Smith [SEAL]
Jaqueline M. Smith

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 21st day of MARCH

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

Donald E. Smith and Jaqueline M. Smith, 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.



by hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public

Compared and Mailed *Levie J. Clark, Atty. Gen.*
May 27 1954

FILED AND RECORDED APRIL 17, 1954 at 9:45 A.M.

THIS DEED OF RELEASE, made this 14th day of April, 1954, by the Berkeley Loan and Thrift Corporation, of Martinsburg, West Virginia, a corporation of the State of West Virginia.

WHEREAS, the said Berkeley Loan and Thrift Corporation is the holder of a Deed of Trust from Margaret M. Kenney and Claude W. Kenney, her husband, to Paul Greener, Trustee, dated January 23, 1930 and recorded among the Records of Allegany County, Maryland, in Liber No. 114 Folio 41.

AND WHEREAS, said Deed of Trust has been satisfied and the parties thereto are entitled to have the property described therein released from the operation and effect thereof.

WHEREFORE now this release IT IS SO ORDERED that for and in consideration of the premises and of the sum of One Dollar, the said Berkeley Loan and Thrift Corporation does hereby release the said Deed of Trust and grant the property thereby affected unto the said Margaret M. Kenney and Claude W. Kenney, her husband, to be held by them in the same manner as if said Deed of Trust had never been made.

IN WITNESS WHEREOF, the said Berkeley Loan and Thrift Corporation, a corporation, has caused this Deed of Release to be signed by its *Vice President* and the corporate seal thereto affixed this 14th day of April, 1954.

LESLIE J. CLARK, Notary Public
By *Geo. E. Rudge*
Secretary

Berkeley Loan and Thrift Corporation
By *J. W. Lloyd*
Vice President

STATE OF WEST VIRGINIA,

COUNTY, to-wit:

I HEREBY CERTIFY, that on this 14 day of April, 1954, before me, the subscriber, a Notary Public in and for the State of West Virginia and of the County aforesaid, personally appeared *J. W. Lloyd Vice President* of the Berkeley Thrift and Loan Corporation, and acknowledged said Deed of Release to be the act and deed of said Corporation, and further made oath that he is duly authorized by said corporation to make said acknowledgment.

Witness my hand and Notarial Seal.

Levie J. Clark
Notary Public

My Commission expires:

1/1964

Compared and Mailed *Levie J. Clark*
To *Mtge. Lending Co.*
May 27 1954

FILED AND RECORDED APRIL 17, 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 15th day of April, 1954, by and between Theodore Joshua KIGHT & Virginia Ellen Ralston KIGHT, his wife,

1388 113 115

of Frostburg, Allegany County, in the State of Maryland, Mortgagor, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee

WHEREAS, the said Mortgagor is justly indebted unto the Mortgagee in the full and just sum of Six Hundred and Forty-eight and 00/100 \$ 648.00

which is to be repaid in twelve consecutive monthly installments of \$ 54.00 each, beginning one month from the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar the said Mortgagor do hereby sign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground and parcel located in the District No. 10, Frostburg, Allegany County, Maryland, known as Lot No. 10 of Block No. 1 of Frostburg Hills Addition to the Town of Frostburg

and more they do hereby bind from John Smith, et al. and more they do hereby bind from All in Allegany County, Maryland

to have and to hold the said lot or parcel of ground with the improvements and appurtenances thereof unto the said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, to be paid to the said Mortgagee, its successors and assigns in the aforesaid indebtedness, together with the interest thereon and upon the same, shall become due and payable and in the meantime do and shall perform all the covenants herein on

part to be performed, then this mortgage shall be void.

AND it is covenanted that until default be made in the premises the said Mortgagor may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon the said Mortgagor hereby covenants to pay when lawfully demandable.

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

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns or Albert A. Daub, its, his or their duly constituted attorney or agent, are hereby empowered at any time thereafter, to sell said property or so much thereof as may be necessary, and to convey the same to the purchaser or his, her or their heirs or assigns, which sale shall be made as follows: By selling at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which notice shall be at public auction for cash and the proceeds arising therefrom to apply first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making and selling secondly, to the payment of all taxes and interest owing under this mortgage, whether the same shall have been matured or not, and as to the balance, to pay the same to the Mortgagor, his heirs or assigns, and notice of advertisement but not more than one-half of the above conditions shall be paid by the Mortgagor, his heirs or assigns, and his or their representatives, heirs or assigns.

WITNESS our hand and seal of Theodore Joshua KIGHT (SEAL)

ATTEST: Virginia Ellen Halston KIGHT (SEAL) Virginia Ellen Halston KIGHT

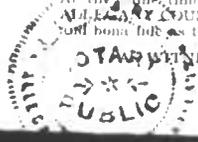
STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 15th day of April, 1954, before me,

the subscriber, a Notary Public of the State and County aforesaid, personally appeared Theodore Joshua KIGHT & Virginia Ellen Halston KIGHT, his wife,

the Mortgagor named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act. At the same time also appeared WILLIAM E. KRELLING, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth. /s/ G. Alvin Krelling/

WITNESS my hand and Notarial Seal. Ralph M. Pace Notary Public



Compare as Mailed Delivered To Mtgee Ref'd City June 7 1954

FILED AND RECORDED APRIL 17 1954 at 3:10 P.M. This Mortgage, Made this 1st day of April in the year Nineteen Hundred and Fifty-four by and between Wilbur Guy Miller and Thelma Gale Miller, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Joseph W. Pollock and Clara L. Pollock, his wife, of Allegany County, in the State of Maryland part in a of the second part, WITNESSETH:

Whereas, the said mortgagees have this day loaned to the said mortgagors, the sum of SEVENTEEN HUNDRED SIXTY DOLLARS AND FORTY-FIVE CENTS, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent per annum, in the manner following:

By the payments of FIFTY DOLLARS, on or before the first day of each and every month from the date hereof on account of the principal, until the whole of said principal sum and interest shall be paid, which interest shall be payable quarterly on quarterly balances.

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 Wilbur Guy Miller and Thelma Gale Miller, his wife,

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

Joseph W. Pollock and Clara L. Pollock, his wife, their heirs and assigns, the following property, to-wit: All that lot, piece or parcel of ground situate, lying and being along the easterly side of the New State Road leading from Cumberland, Maryland, to Oldtown, Maryland, just north of where the road leads off to North Branch, Maryland, and being situated in Allegany County, State of Maryland, and which is more particularly described as follows, to-wit:

BEGINNING for the same at an iron stake standing 12-1/2 feet on the first line of parcel of ground conveyed from Harry M. Davis, et ux., to Ernest Ambrose, et ux., dated the 22nd. day of January, 1927, and recorded in Liber No. 155, folio 627, one of the Land Records of Allegany County, and continuing thence with Magnetic bearings as of the aforementioned original parcel of ground (1927) and with horizontal measurements and with the remainder of the said first line South 21 degrees 5 minutes East 38-1/2 feet to a stake, thence with the second line of the aforementioned deed North 68 degrees 55 minutes East 400 feet to a stake, thence with part of the third line of the aforementioned deed, North 21 degrees 5 minutes West 41 feet to an iron pin stake, thence cutting across the aforementioned parcel, South 68 degrees 33 minutes West 400 feet to the BEGINNING, containing 37/100 acres, more or less.

This being the same land which was conveyed by Charles H. Dever and Elizabeth P. Dever, his wife, unto the said Wilbur Guy Miller and Thelma Gale Miller, his wife, by deed dated October 3, 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber 217, folio 392.

The above described property is improved by a frame dwelling house semi bungalow consisting of five rooms and bath.

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 Wilbur Guy Miller and Thelma Gale Miller, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Joseph W. Pollock and Clara L. Pollock, his wife, their executors, administrator or assigns, the aforesaid sum of SEVENTEEN HUNDRED SIXTY DOLLARS AND FORTY-FIVE CENTS

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 Wilbur Guy Miller and Thelma Gale Miller, his wife, _____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Wilbur Guy Miller and Thelma Gale Miller, his wife, hereby covenant to pay when legally demandable.

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

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

matured or not; and as to the balance, to pay it over to the said Wilbur Guy Miller and Thelma Gale Miller, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Wilbur Guy Miller and Thelma Gale Miller, 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

SEVENTEEN HUNDRED SIXTY DOLLARS AND FORTY-FIVE CENTS ~~XXXXXXX~~ 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 \$1760.45 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:

Rosalie A. Crabtree

Wilbur Guy Miller [SEAL]

Wilbur Guy Miller

Thelma Gale Miller [SEAL]

Thelma Gale Miller

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 1st day of April
in the year Nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Wilbur Guy Miller and Thelma Gale Miller, his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared

Joseph W. Pollock and Clara L. Pollock, 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.



Rosalie A. Crabtree
Notary Public.

Compared and Mailed *DeBlossa*
To *Wells Fargo National Bank*
Frostburg Md, Md 2419 54

FILED AND RECORDED APRIL 1st 1954 at 2:00 P.M.
THIS DEED OF PARTIAL RELEASE, Made this 1st day of
March, 1954, by and between FROSTBURG NATIONAL BANK, a national
banking corporation, whose principal office is located in Frost-
burg, Allegany County, Maryland, party of the first part, and
ADEN T. MILLER and PERYL F. MILLER, his wife, of Allegany County,
Maryland, parties of the second part.

WHEREAS, by mortgage dated March 11, 1948 and recorded

among the Mortgage Records of Allegany County, Maryland, in Liber No. 208, folio 372, the land and premises hereinafter-mentioned and described were conveyed by the parties of the second part to the party of the first part to secure the indebtedness mentioned in said mortgage; and

WHEREAS, the parties of the second part have now requested the party of the first part to release said property from the lien of said mortgage and the party of the first part has agreed to do so.

NOW, THEREFORE, THIS DEED OF PARTIAL RELEASE, WITNESSETH:

That for and in consideration of the premises and the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the party of the first part does hereby grant and convey unto the parties of the second part, their heirs and assigns, free and clear of the lien of the aforesaid mortgage, all that lot or parcel of land situated in Allegany County, Maryland, on West Main Street, in the Town of Lonaconing and being more particularly described as follows:

BEGINNING for same at an iron pin standing along the Northerly side of the County Road leading from Lonaconing to Westernport, and being at the end of a line drawn North seventy-three degrees forty-one minutes East sixty-nine feet from a planted stone marked "G.C.", planted at the beginning of a deed from the Georges Creek Coal and Iron Company, to Jane Sampson, dated March 20th, 1866 and recorded in Liber No. 23, folio 729, one of the Land Records of Allegany County, Maryland, and running thence along the Northerly edge of the aforesaid County Road, North seventy-three degrees forty-one minutes East forty-nine feet to an iron pin standing at the end of a third line of a deed from the Maryland Coal Company to Joseph G. Story, dated the 9th day of July, 1907, and recorded in Liber No. 101, folio 552, one of the Land Records of Allegany County, Maryland, and running and reversing said third line, as corrected, North sixteen degrees thirty-nine minutes West One Hundred Forty and five-tenths feet to an iron pin, thence South eighty-five degrees forty-six minutes West fifty-three and nine-tenths feet to an iron pin, thence South Seventeen degrees fifty-four minutes East One Hundred Fifty-one and seven-tenths feet to the place of beginning.

IT being the same property which was conveyed by Christopher C. Miller and his wife, to Aden T. Miller and his wife, by

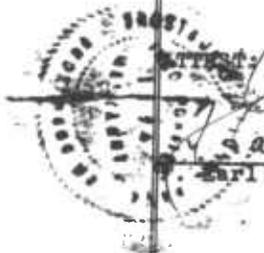
deed dated June 4, 1946, and recorded among the Land Records of Allegany County, Maryland, in Deeds Liber No. 209, folio 696, among the Land Records of Allegany County, Maryland.

TO HAVE AND TO HOLD unto the parties of the second part, their heirs and assigns, in the same manner as if the aforesaid mortgage had never been executed.

The lien of the aforesaid mortgage dated March 11, 1948, is hereby specifically reserved as to any and all other property mentioned therein and not herein described.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be signed hereto by William S. Jenkins, its Vice-President, and its corporate seal affixed, duly attested by its Cashier, the day and year first above written.

FROSTBURG NATIONAL BANK

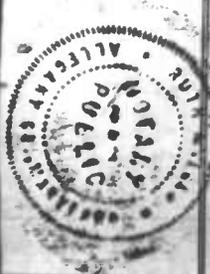


Carl Kreitzburg
Carl Kreitzburg, Cashier

By *William S. Jenkins*
William S. Jenkins, Vice-President

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

I HEREBY CERTIFY, That on this 14th day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William S. Jenkins, Vice-President of the Frostburg National Bank, a corporation, and acknowledged the foregoing deed of partial release to be the corporate act and deed of said Bank; and said William S. Jenkins further made oath in due form of law that he is Vice-President and Agent of said Bank and duly authorized to execute this deed.



Ruth M. Ford
Notary Public

FILED AND RECORDED APRIL 2nd 1954 at 2:20 P.M.

MORTGAGE

THIS MORTGAGE, made this ELEVENTH day of MARCH 1954, between JOHN WILLIAM LOAR, also known as J. WILLIAM LOAR and LOIS B. LOAR, his wife, of the County of ALLEGANY, State of Maryland, hereinafter called "Mortgagor", and THE FEDERAL LAND BANK OF BALTIMORE, hereinafter called "Mortgagee".

WITNESSETH: THAT WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of FIFTEEN THOUSAND Dollars (\$15,000.00), this day lent the Mortgagor by the Mortgagee;

AND WHEREAS, Mortgagor has executed and delivered to Mortgagee his promissory note bearing even date herewith, in the amount of

FIFTEEN THOUSAND Dollars (\$15,000.00), with interest at the rate of FOUR AND ONE HALF per centum (4½ %) per annum, said principal with interest being payable on an amortization plan in FORTY successive semi-annual instalments, the first instalment being due and payable on the SIXTEENTH day of JULY, 1954,

and provided that defaulted payments shall bear interest at the highest rate permitted by law; and the better to secure the payment of said principal and interest, and any extension or renewal thereof, and the payment of all other sums and the performance of all terms, covenants and conditions required of Mortgagor in accordance with the terms of this mortgage and the note secured hereby, this mortgage is executed and delivered.

NOW THEREFORE, in consideration of the premises and of One Dollar (\$1.00) said Mortgagor hereby grants and conveys unto said Mortgagee, its successors and assigns, in fee simple, the following property, to wit:

ALL that certain tract or parcel of land formerly known as "Lowndes Farm" or "Blooming Fields" situate in the Seventh Election District, Allegany County, Maryland, near Rawlings Station and on both sides of U. S. Highway Route No. 220, and more particularly bounded and described as follows:

BEGINNING at a set stone in a line of this and the A. C. Rawlings land standing South 46 degrees 35 minutes East 1122 feet from a post in the Southeast boundary line of the Western Maryland Railway right of way and running thence with said Rawlings, crossing Mill Run at 49.5 feet, South 46 degrees 35 minutes East (M.B. 1938) 1560 feet to two willow saplings on the Bank of the North Branch of the Potomac River; thence leaving Rawlings down and near the water by a survey made with the Magnetic needle in the year 1922 as follows: - North 32 degrees 45 minutes East 360 feet; North 26 degrees 37 minutes East 825 feet; North 19 degrees 30 minutes East 165 feet; North 3 degrees 30 minutes West 181.5 feet to a point by a blazed willow sapling; North 26 degrees 40 minutes West 132 feet; North 10 degrees 00 minutes West 330 feet; North 8 degrees 50 minutes West 792 feet; North 5 degrees 00 minutes East 231 feet; North 2 degrees 00 minutes West 181.5 feet; North 1 degree 45 minutes West 165 feet to the end of the eleventh line of a tract of land containing 17 acres that J. M. Armstrong and wife conveyed to Clarence W. Llewellyn and wife in March, 1920, and reversing ten of its lines South 26 degrees 50 minutes West 478.5 feet to a sycamore; South 56 degrees 40 minutes West 165 feet to some ash sprouts at the foot of a steep bank; South 34 degrees 00 minutes East 174.9 feet to a clump of willow saplings; South 16 degrees 25 minutes West 214.5 feet to a clump of willow saplings; South 63 degrees 50 minutes West 145.86 feet to two young locusts; South 33 degrees 30 minutes West 135.3 feet to a clump of willow saplings at the junction of Orchard and Mill Runs; North 55 degrees 30 minutes West 462 feet to a double willow; North 51 degrees 35 minutes West 212.52 feet to a stake; thence crossing Orchard Run South 45 degrees 40 minutes West 26.4 feet to a double willow on the Westerly bank of said run; North 27 degrees 30 minutes West 175.89 feet to the end of its first lines, at a point in the Western Maryland Railroad limits, in range with the culvert of said Run under the Railroads; thence through and with said culvert under said railroad and the Baltimore and Ohio Railroad, North 29 degrees 00 minutes West 140.5 feet to a marked locust post in

range with the ~~10th~~ ^{15th} or Easterly side of said culvert, in the northerly limits of said Baltimore and Ohio Railroad, second corner to a tract of 225 acres conveyed to Mabel White, et al, on the 10th day of November, 1933, by deed of record among the Land Records of Allegany County in Liber 170, Folio 345; thence with the lines of said tract corrected to date (1938) and with the Northwesterly boundary line of the right of way of the Baltimore and Ohio Railroad Company South 48 degrees 5 minutes West 698.1 feet to a post; thence leaving said right of way North 46 degrees 35 minutes West 1263 feet to another post in the East boundary line of U. S. Highway Route #220 commonly known as the McMillen Highway; thence crossing said highway North 47 degrees 45 minutes West 40 feet to another post corner to the J. M. Armstrong tract of 4 acres and 126 square rods, same course continued with said tract 353 feet more, making in all 393 feet to another post corner of said tract; thence North 50 degrees West 3438 feet to a large blazed black oak standing near the top and on the East side of a ridge; thence North 48 degrees 20 minutes West 3146 feet to a large black oak, anciently marked, one

of the original corners of this land; thence South 42 degrees 35 minutes East 1640 feet to a white oak stump five feet high where three white oak trees are called for in prior surveys of this land, a corner to the A.C. Rawlings land; thence with his land South 47 degrees 00 minutes West 800 feet to a stone pile, another corner to said Rawlings, 9 feet beyond a large leaning white oak anciently marked; thence with another line of said Rawlings South 46 degrees 35 minutes East 5293 feet to the center of said U. S.

Highway Route #220 same course continued 1408 feet more crossing the Baltimore and Ohio Railroad and the Western Maryland rights of way making in all 6701 feet to a post in the Southeast boundary line of the said Western Maryland Railway right of way; thence South 46 degrees 35 minutes East 1122 feet to the place of beginning, containing 288.5 acres by computation.

EXCEPTING and reserving therefrom a parcel of land heretofore conveyed by Mabel Loar and others in 1930 to E. E. Orndorff by deed recorded among the Land Records of said County in Liber No. 162 folio 432 and described as follows: BEGINNING at a post on the Northwesterly corner of Orndorff lot and extending thence with the course of the second line corrected South 49 degrees 22 minutes West 169.65 feet; to a stake in the outline of the Loar land, thence along it corrected South 48 degrees East 135 feet to a stake, thence parallel to the line first given North 49 degrees 22 minutes East 160 feet to a stake in Orndorff's third line, thence its course reversed North 43 degrees 40 minutes West 124 feet to the beginning. Containing 22085.81 square feet.

ALSO EXCEPTING and reserving therefrom a parcel of land heretofore conveyed by Lloyd Lowndes and others, in September 1881, to J. W. Wilson and others, Trustees for M. E. Church by deed recorded among said Land Records in Liber No. 57 folio 483 and described as follows: BEGINNING at a stone marked "J.J." planted in North side of the County road leading from Cumberland to Westernport (McKullen Highway) running thence North 52 degrees West 150 feet; South 38 degrees West 100 feet; South 52 degrees East 150 feet to a stone marked "R" at said County Road, thence with the road North 38 degrees East 100 feet to the beginning. Containing 15600 square feet.

ALSO EXCEPTING and reserving therefrom a parcel of land heretofore conveyed by J. H. Loar and others in October 1927 to John Armstrong and others by deed recorded among said Land Records in Liber No. 162 folio 404 and described as follows: BEGINNING at a stake in the Southerly limits of the County Road leading to Cumberland thence with said limits North 40 degrees 20 minutes East 99.1 feet; South 49 degrees 40 minutes East 200 feet; South 40 degrees 20 minutes West 129.8 feet; North 40 degrees 53 minutes West 202.4 feet to the beginning. Containing 0.53 of an acre.

ALSO EXCEPTING and reserving therefrom a parcel of land heretofore conveyed by J. H. Loar and others in January 1922 to John Armstrong and others by deed recorded among said Land Records in Liber No. 139 folio 441 and described as follows: BEGINNING at a stake in the Northerly limits of the County Road leading from Rawlings to Cumberland standing in range with the Easterly side of a 10 foot alley between the Church and this lot, thence with the limits of said road North 40 degrees East 574 feet; North 49 degrees 15 minutes West 359.7 feet; South 40 degrees West 584.76 feet; South 50 degrees 50 minutes East 359.04 feet to the beginning. Containing 4 acres 126 square rods.

ALSO EXCEPTING and reserving therefrom a parcel of land, computed to be 0.32 of an acre, more or less, heretofore conveyed by J. M. Armstrong and others in May, 1920 to Trustees of M. E. Church by deed recorded among said Land Records in Liber No. 134, folio 550 and described as follows: BEGINNING at a stake in the Northeast side of the old County Road, the beginning corner to Fred H. Fisher, thence North 49 degrees 20 minutes East 140 feet; South 40 degrees 40 minutes East 100 feet; thence parallel with said first line South 48 degrees 20 minutes West 135 feet to the old road, thence with said old road Northwesterly to the place of beginning.

ALSO EXCEPTING and reserving therefrom a parcel of land, computed to be 0.58 of an acre, more or less, heretofore conveyed by J. M. Armstrong and others to Fisher and others by deed recorded among said Land Records in Liber No. 131 folio 547 and described as follows: BEGINNING at a stone in the old road at foot of the hill Southeast of Fred H. Fisher's house, and running thence North 49 degrees 20 minutes East 140 feet; North 40 degrees 40 minutes West 175 feet; South 49 degrees 20 minutes West 150 feet, thence along the line of an old road to the place of beginning.

ALSO EXCEPTING and reserving therefrom a parcel of land heretofore conveyed by J. M. Armstrong in October, 1920 to Eliza Thrasher by deed recorded among said Land Records in Liber No. 134 folio 735 and described as follows: BEGINNING at a stake in the Easterly line of the roadway near Rawlings Store at a point South 39 degrees 01 minutes West 2 feet from a young maple now marked, thence down along road with the fence South 64 degrees 35 minutes East 156.7 feet; South 70 degrees 50 minutes East 126.3 feet; North 46 degrees 13 minutes East 126.5 feet; South 46 degrees 32 minutes East 60 feet to a stake 10 feet short of the railway limits; thence parallel with said limits and 10 feet therefrom North 47 degrees 10 minutes East 90 feet, then at right angles to said railroad North 42 degrees 50 minutes West 361.6 feet; South 39 degrees 01 minutes West 339 feet to the beginning. Containing 2 acres, more or less.

ALSO EXCEPTING and reserving therefrom a parcel of land heretofore conveyed by J. M. Armstrong in May 1920 to Robert Pets by deed recorded among said Land Records in Liber No. 133 folio 512 and described as follows: BEGINNING at a point in the

lines of the lands of J. M. Armstrong (now Loar) and the Easterly side of a lane which leads from the main road along the Easterly side of the school house lot, division corner now made, thence with the division line corrected for variation North 47 degrees 50 minutes West 248 feet to post in said line; thence North 42 degrees 10 minutes East 90 feet thence parallel to said first line South 47 degrees 50 minutes East 248 feet; South 42 degrees 10 minutes West 90 feet to the beginning. Containing .5 acres.

ALSO EXCEPTING and reserving therefrom a parcel of land computed to be 0.44 acres, more or less, heretofore conveyed by J. M. Armstrong to McFarland by deed recorded among said Land Records in Liber No. 131 folio 600 and described as follows: BEGINNING at a stone set on the upper side of the County Road at the South corner of the Church lot, thence South 43 degrees 20 minutes West 232 feet; South 52 degrees 35 minutes West 147 feet; South 64 degrees 23 minutes West 171 feet to a post at lane on Easterly side of school house; thence along these lines corrected for variation North 47 degrees 50 minutes West 262 feet to a stone; thence along said original line North 42 degrees 10 minutes East 525 feet in range with West line of Church lot South 51 degrees East 356 feet to beginning.

ALSO EXCEPTING and reserving therefrom a parcel of land computed to be 0.59 of an acre, more or less heretofore conveyed by C.W. Loar and others in June 1927 to V. Greco by deed recorded among said Land Records in Liber No. 155 folio 512 and described as follows: BEGINNING at a post above the store building near B. & O. right of way, corner to Thrasher lot, reversing it North 70 degrees 50 minutes West 126.3 feet; North 64 degrees 35 minutes West 20 feet; South 30 degrees 20 minutes West 8 feet; South 53 degrees 45 minutes East 60.25 feet; South 43 degrees 45 minutes East 138 feet, North 46 degrees 27 minutes East 74 feet; North 43 degrees 10 minutes West 65 feet 7 inches to a point on the line of the Thrasher lot; thence along the boundary line of said Thrasher lot in a Westerly direction 24 feet to the place of beginning.

ALSO EXCEPTING and reserving therefrom a parcel of land computed to be 0.41 of an acre, more or less, heretofore conveyed by Loar and others in November 1928 to J. F. Logsdon by deed recorded among said Land Records in Liber No. 159 folio 491 and described as follows: BEGINNING at a stake in the Southerly limits of the County road leading to Cumberland, thence North 47 degrees 52 minutes East 90.2 feet; South 41 degrees East 201 feet; South 49 degrees 22 minutes West 90 feet; North 41 degrees West 198.6 feet to the beginning.

ALSO EXCEPTING and reserving therefrom a parcel of land heretofore conveyed by Loar and others in October 1927 to A. S. Dawson by deed recorded among said Land Records in Liber No. 157 folio 214 and described as follows: BEGINNING at a marked post in a wire fence on the Westerly side of a road leading thru the uplands of the Loar lands, and running with said fence South 43 degrees 08 minutes West 302.5 feet; North 48 degrees 15 minutes West 722 feet; North 43 degrees 08 minutes East 302.5 feet to a stake standing North 31 degrees West 9 feet from a pointer marked pine sapling, thence parallel to second line above given South 43 degrees 15 minutes East 722 feet to the beginning. Containing 5 acres.

ALSO EXCEPTING and reserving therefrom a parcel of land heretofore conveyed by the Loars in October 1927 to Baltimore and Ohio Railroad Company by deed recorded among said Land Records in Liber No. 156 folio 594 and described as follows: BEGINNING at an iron pin located at the intersection of the Northerly side of the County road with the Northwesterly right of way line of the Baltimore & Ohio Railroad distant 33 feet measured Northwesterly at right angles from the center line between the main tracks at valuation station 662 + 32.1; thence North 48 degrees 45 minutes West along the road 2.8 feet to a spike; North 46 degrees 27 minutes East 74 feet; North 43 degrees 10 minutes West 65.58 feet; North 43 degrees 40 minutes East 104 feet; South 45 degrees 19 minutes East 63 feet; North 46 degrees 00 minutes East 224 feet; South 44 degrees 00 minutes East 10 feet to right of way, then along right of way the 2 following courses South 46 degrees 00 minutes West 346.5 feet; South 46 degrees 27 minutes West 58 feet to the beginning. Containing 0.25 acres.

ALSO EXCEPTING and reserving therefrom that portion of said land now included in the rights of way of the Western Maryland Railway Company and the Baltimore and Ohio Railroad Company described as follows: BEGINNING at a point in the South boundary line of the Western Maryland Railway right of way, the 22nd corner of the above survey (288.5 acres) and running thence with the 22nd line thereof North 29 degrees West 140.25 feet to a marked locust post in range with the lower or Easterly side of the culvert in the Northerly limits of the B. & O. Railroad right of way; thence South 46 degrees 45 minutes West 1935 feet to a point in the last original line of this survey; thence with said line South 47 degrees 50 minutes East 135 feet to a point in said line and the last boundary line of the said Western Maryland Railway right of way; thence with said boundary line 1880 feet to the place of beginning. Containing 5.77 acres more or less.

ALSO EXCEPTING and reserving therefrom a parcel of land, computed to be 0.17 of an acre, more or less, heretofore conveyed by Lloyd Lowndes and wife to the Piedmont and Cumberland Railroad Company by deed dated August 22, 1900 and recorded among said Land Records in Liber No. 87 folio 716 and described as follows: BEGINNING at a point in the Easterly right of way line of the Piedmont & Cumberland Railroad Company on the West side of a farm road; which said point is North 45 degrees East 45 feet to the intersection of the boundary line of the lands

of Lloyd Lowmes and Alexander Shaw, and with the Easterly right of way line of the Railroad Company, thence parallel to center line of Piedmont & Cumberland Railroad and 20 feet distant therefrom, North 45 degrees East 100 feet, thence at right angles to said first line South 45 degrees East 75 feet, thence parallel to and 95 feet distant from the said center line of said Piedmont and Cumberland Railroad South 45 degrees West 100 feet, thence at right angles to the first line North 45 degrees West 75 feet to the point of beginning.

BEING the same land acquired by the said John William Loar (1) by deed from David A. Robb, Trustee, dated November 10, 1933 and recorded among said Land Records in Liber No. 171 folio 8, and (2) by deed from John H. Loar and wife, dated December 11, 1939 and recorded among said Land Records in Liber No. 185, folio 314.

THIS conveyance is also subject to the rights of way conveyed partly in fee and partly by right of way by John William Loar and wife and others to the State of Maryland for the use of State Road Commission by two (2) deeds both dated November 11, 1950 and recorded among said Land Records in Liber 232 folios 35 and 37.

BEING 263.37 acres, more or less, subject to the abatement for Highway hereby conveyed.

THIS conveyance is subject to any and all other rights of way and easements of record affecting the above described land.

Together with all hereditaments and appurtenances thereto belonging and all improvements thereon and all fixtures and accessories now or hereafter annexed or attached thereto.

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of Mortgagee, its successors and assigns forever.

PROVIDED, that if Mortgagor shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by Mortgagor in accordance with the terms of this mortgage and the note secured hereby, each at the times and in the manner as herein set forth, and shall otherwise perform all of the terms, covenants and conditions of this mortgage and the note secured hereby, then this mortgage shall be void, otherwise it is to remain in full force and effect.

WHEREVER used herein the masculine gender shall include the feminine and neuter and the neuter gender shall include the masculine and feminine and the singular form shall include the plural and all the covenants and agreements of Mortgagor shall extend to and bind his heirs, devisees, successors and assigns.

MORTGAGOR covenants and agrees, jointly and severally, with the Mortgagee as follows:

First: That he warrants specially the property hereby conveyed; that he is seized thereof in fee simple and has a right to convey same; that he has done no act to encumber the same; that he will execute such further assurances thereof as may be requisite;

Second: That he will pay or cause to be paid when due said principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest thereon, and all other sums payable by him in accordance with the terms of this mortgage and the note secured hereby, or any renewals or extensions, and that he hereby expressly waives the benefit of all exemptions, homestead or otherwise, under the laws of this and any other state and agrees to pay the debt without any offset whatever;

Third: That he will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed;

Fourth: That he will keep all improvements now or hereafter located on the premises in good repair; that he will maintain and work the premises hereby conveyed in good and husbandlike manner; that he will commit no waste and that he will not cut or remove or permit to be cut or removed any wood or timber from said premises except for domestic use without the written consent of the Mortgagee and the Mortgagee shall have the right of injunction or otherwise to prevent the cutting or removal of any wood or timber from said premises irrespective of whether or not the balance of the security is ample to protect the Mortgagee;

Fifth: That he will insure and keep insured buildings and other improvements now or which may hereafter be placed on the said premises against loss or damage by fire, lightning, windstorm or tornado in companies and amounts satisfactory to the Mortgagee, any policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Mortgagee as its interests may appear. At the option of the Mortgagor and subject to general regulations of the Mortgagee sums so received by the Mortgagee may be used to pay for reconstruction of the destroyed improvements or, if not so applied, at the option of the Mortgagee, may be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage;

Sixth: That in the event Mortgagor fails to pay when due any taxes, liens, judgments or assessments lawfully assessed or constituting liens against the property herein conveyed, or fails to maintain insurance as hereinbefore provided, the Mortgagee may make such payment or provide such insurance and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the highest rate permitted by law;

Seventh: That he will use the proceeds of the loan secured hereby solely for the purposes set forth in his application for said loan;

Eighth: That he hereby assigns to the Mortgagee as additional collateral all royalties or other monies due or to become due from any surface or subsurface right or for any right or privilege other than for agricultural purposes in any way affecting or pertaining to the property hereby conveyed and all monies which may become due in any condemnation proceeding affecting the said premises and all sums received may be applied, at the option of the Mortgagee, to the dis-

charge of any part or all of the indebtedness hereby secured, whether or not the same be due and payable or, at the option of the Mortgagee, such sums may be returned to the Mortgagor and the Mortgagor will not grant any surface or sub-surface rights without the written consent of the Mortgagee;

Ninth: That so long as there is no default on the part of Mortgagor in any of the terms, covenants and conditions of this mortgage and the note secured hereby, the Mortgagor shall have the right to the possession and enjoyment of the property hereby conveyed, but should default be made in the payment of the whole debt hereby secured, or any part thereof, as the same shall become due and payable, or in the event of a breach of any of the terms, covenants and conditions of this mortgage or the note hereby secured, the entire debt secured by this mortgage shall, at the option of the Mortgagee, become immediately due and payable;

Tenth: That in the event the Mortgagee, upon default by the Mortgagor, shall take possession of the mortgaged premises as authorized by law, the Mortgagee may operate and manage or lease the same and make any reasonable and proper advances for the operation, maintenance and management of the premises and any sums so advanced shall become part of the debt hereby secured, payable immediately, with interest from the date of payment at the contract rate provided for in this mortgage;

Eleventh: That upon such default, in addition to any other remedies provided by law, it shall be lawful for the Mortgagee, its successors or assigns, to sell for cash the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the mortgage debt and interest, and all other sums payable by the Mortgagor in accordance with the terms of this mortgage and the note secured hereby, and all costs incurred in making such sale, including a collection or attorney's fee of five (5) percent of the amount due hereunder, and to convey said property to the purchaser, his heirs and assigns; which sale shall be advertised by publication of the time, place, manner and terms thereof for twenty days in some newspaper published in the County wherein said land, or a part thereof, lies or if there be no such newspaper published in said County, then in some newspaper having circulation in said County and by such other advertisement, if any, as the person making the sale may deem expedient;

That the proceeds arising from such sale shall be applied first to the payment of all costs and expenses incident to the sale, including a commission to the person making the sale of five (5) percent of the purchase price; second, to the balance of the debt hereby secured, including a collection or attorney's fee of five (5) percent of the amount due hereunder; and third, the residue, if any, shall be paid to the Mortgagor or to whomever may be entitled thereto;

Twelfth: That in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon at the time the Mortgagee makes its election to call the loan, and all the annual crops pitched or cultivated thereon at the time of sale shall pass with the said mortgaged property to the purchaser at any such sale.

Thirteenth: This mortgage is subject to the Federal Farm Loan Act and all acts amendatory thereof or supplementary thereto.

WITNESS the hand and seal of said Mortgagor.

WITNESS:

Ethel McCarty

John William Loar (SEAL)
John William Loar

J. William Loar (SEAL)
J. William Loar

Lois B. Loar (SEAL)
Lois B. Loar

STATE OF MARYLAND
COUNTY OF ALLEGANY

On this the 11th day of March, 19 54, before me, * Ethel McCarty, the undersigned officer, personally appeared JOHN WILLIAM LOAR, also known as J. WILLIAM LOAR and LOIS B. LOAR, his wife,

known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared ROY L. DAY 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 that he is the duly authorized agent of the within named Mortgagee to make this affidavit.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Ethel McCarty
Notary Public

My commission expires May 2, 1955.

Pursuant to Federal Statutes this mortgage is exempt from all taxation.

Compared and Mailed *mmc*
 To *Mtge Frostburg Md*
May 24 1954

FILED AND RECORDED APRIL 2nd 1954 at 3:20 P.M.
 PURCHASE MONEY

This Mortgage. Made this 1st. day of April in the year

Nineteen Hundred and Fifty-four by and between

MAYO A. KREILING and MARY KAY KREILING, 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 NINE THOUSAND FOUR HUNDRED FIFTY AND NO/100 ----- Dollars (\$ 9,450.00) with interest at the rate of four & 1/2 per centum (4 1/2 %) 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

Fifty-nine ----- 79/00 Dollars,

(\$ 59.79) commencing on the 1st. day of May, 1954, and on the 1st. 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 1st. day of April, 1974. ~~1954~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

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

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

Mayo A. Kreiling and Mary Kay Kreiling, his wife,

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

All that lot, piece or parcel of land lying and being in the Town of Frostburg, in Allegany County, State of Maryland, and distinguished as Lot Number Four (4), in Block Number One(1) of Frost Heirs Addition to the Town of Frostburg and more particularly described as follows, to-wit:

BEGINNING for the same at a stake standing at the Northeast side of Frost Avenue in said Town and running thence with said Avenue, North 39 degrees West 60 feet, thence North 51 degrees East 165 feet to an alley, and with it, South 39 degrees East 60 feet to the end of the second line of Lot Number Three (3) of said Frost Heirs Addition, and with said second line reversed, South 51 degrees West 165 feet to the beginning. All of which is shown upon a Plat of said Frost Heirs Addition to Frostburg recorded in Liber No. 41, folio 700, one of the Land Records of Allegany County, Maryland.

BEING the same property conveyed to Earl G. Metger et ux., by deed from George Vogtman et ux., dated October 18, 1919 and recorded in Liber No. 29, folio 683 among

said land records of Allegany County, Maryland.

UPON the death of the said Earl G. Metger, the entire title to said property veeted by operation of law in his widow, Emma V. Metger, who thereafter intermarried with Frederick Rickenbacker, now also deceased.

BEING also the same property conveyed to the said Mayo A. Kreiling and Mary Kay Kreiling, his wife, by deed from the said Emma V. Metger Rickenbacker, widow, dated the day of March, 1954 and intended to be recorded among said Land Records simultaneously with this mortgage which is executed to secure a part of the purchase price of the above described property and is, in whole, a PURCHASE MONEY MORTGAGE.

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

NINE THOUSAND FOUR HUNDRED FIFTY AND NO/100 - - - - - (\$9,450.00) 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. Race
Ralph M. Race
Ralph M. Race
Ralph M. Race

Mayo H. Kreiling (SEAL)
MAYO H. KREILING
Mary Kay Kreiling (SEAL)
MARY KAY KREILING

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 1st. day of April in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

MAYO A. KREILING and MARY KAY KREILING, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared ^{G. Alvin Kreiling} ~~William H. 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 ^{G. Alvin Kreiling} ~~William H. 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. Race
Ralph M. Race Notary Public

Compared the Mailed Copy
Mapleside City
May 1954

FILED AND RECORDED APRIL 2nd 1954 at 2:50 P.M.

This Mortgage, Made this 1st day of April
in the year Nineteen Hundred and Fifty - Four _____, by and between

RAYMOND H. BURKE and BESSIE BURKE, his wife,

of Allegheny 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 Allegheny 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 Twelve Hundred (\$1,200.00) Dollars this day loaned to the parties of the first part by the party of the second 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 \$20.00 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. Provided, however, that any balance of principal and interest unpaid at the end of ten (10) years from the date hereof shall be then 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

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

ALL that lot or parcel of ground situated on the corner of Mullen and Grant Streets (formerly known as Fairview Street) in Mapleside Addition to Cumberland, Allegheny County, Maryland, known as Lot No. 309 on the Plat of said Addition, and described as follows:

BEGINNING at the end of the first line of Lot No. 308 of said Addition and running with the West side of Mullen Street South



10 degrees 10 minutes West 50 feet to its intersection with the North side of Grant Street (formerly called Fairview Street) and with it North 79 degrees 50 minutes West 100 feet to a 15-foot alley, and with it North 10 degrees 10 minutes East 50 feet to the end of the second line of Lot No. 308, and with it reversed South 79 degrees 50 minutes East 100 feet to the beginning.

BEING the same property which was conveyed to the parties of the first part by C. Glenn Watson, et ux., by deed dated the 2nd day of November, 1935, and recorded among the Land Records of Allegany County in Liber No. 173, folio 586.

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 _____

Twelve Hundred (\$1,200.00) 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

~~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 Twelve Hundred (\$1,200.00) 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 ~~and~~ 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 N. McClure
Angela N. McClure

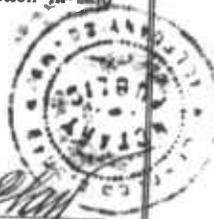
Raymond H. Burke [SEAL]
Raymond H. Burke
Bessie Burke [SEAL]
Bessie Burke

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 2nd day of April in the year nineteen Hundred and Fifty - Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared RAYMOND H. BURKE and BESSIE BURKE, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared JOHN H. MOSNER, Cashier of the 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.

Chris [Signature]
Notary Public



Compared and Mailed 16/3/54

To Potomac Valley Credit Assn.
of Romney, Romney, W. Va.
1954

LIBER 303 PAGE 512



FILED AND RECORDED APRIL 2nd 1954 at 2:20 P.M.

THIS DEED OF TRUST, Made this 30th day of March, 1954, by JOHN WILLIAM LOAR, also known as J. WILLIAM LOAR and LOIS B. LOAR, his wife, of Allegany County, State of Maryland, (hereinafter referred to as "Grantors").

WHEREAS said Grantors are presently indebted unto the Potomac Valley Production Credit Association of Romney in the sum of Six Thousand Two Hundred Dollars (\$6,200.00), with interest, as evidenced by their note for said amount dated the 30th day of March, 1954, payable on the 1st day of April, 1955, with interest, and

WHEREAS, the Potomac Valley Production Credit Association of Romney has this day loaned and advanced unto said Grantors the sum of Six Thousand Two Hundred Dollars (\$6,200.00), as evidenced by their note for said amount dated the 30th day of March, 1954, and payable on the 1st day of April, 1955, with interest thereon at the rate of five and one-half per cent (5½%), and

WHEREAS, these presents are executed to better secure the payment of the aforesaid notes and all renewals thereof, and any and all further advances made in accordance with the terms and conditions hereof; and

WHEREAS it is expressly understood and agreed by and between the Grantors and Grantee that the payment of this mortgage indebtedness is subject to the prior payment of a certain mortgage dated the 11th day of March, 1954, from the within Grantors to The Federal Land Bank of Baltimore, which mortgage is intended to be recorded among the Land Records of Allegany County, Maryland, immediately prior to the recording of this mortgage.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH: That we, the said JOHN WILLIAM LOAR, also known as J. WILLIAM LOAR and LOIS B. LOAR, his wife, do hereby grant and convey unto ROY L. DAY and F. BROOKE WHITING, Trustees, either or both of whom may act, the following property, to wit:

DESCRIPTION OF FARM

All that lot, piece or parcel of ground, situated in Election District No. 7, in Allegany County, Maryland, near Rawlings Station, the same being a part of what was formerly known as the "Lowndes Farm" or "Blooming Fields" and which is more particularly described as follows:

BEGINNING at a set stone in a line of this and the A. C. Rawlings land standing South 46 degrees 35 minutes East 1122 feet from a post in the Southeast boundary line of the Western Maryland Railway right of way and running thence with said Rawlings, crossing Mill Run at 49.5 feet, South 46 degrees 35 minutes East (M. B. 1038) 1560 feet to two willow saplings on the Bank of the North Branch of the Potomac River; thence leaving Rawlings down and near the water by a survey made with the Magnetic

needle in the year 1922 as follows: - North 32 degrees 45 minutes East 860 feet; North 26 degrees 37 minutes East 825 feet; North 19 degrees 30 minutes East 165 feet; North 3 degrees 30 minutes West 181.5 feet to a point by a blazed willow sapling; North 26 degrees 40 minutes West 132 feet; North 10 degrees 00 minutes West 330 feet; North 8 degrees 50 minutes West 792 feet; North 5 degrees 00 minutes East 231 feet; North 2 degrees 00 minutes West 181.5 feet; North 1 degree 45 minutes West 165 feet to the end of the eleventh line of a tract of land containing 17 acres that J. M. Armstrong and wife conveyed to Clarence W. Llewellyn and wife in March, 1920, and reversing ten of its lines South 26 degrees 50 minutes West 478.5 feet to a sycamore; South 56 degrees 40 minutes West 165 feet to some ash sprouts at the foot of a steep bank; South 34 degrees 00 minutes East 174.9 feet to a clump of willow saplings; South 16 degrees 25 minutes West 214.5 feet to a clump of willow saplings; South 63 degrees 50 minutes West 145.86 feet to two young locusts; South 33 degrees 30 minutes West 135.3 feet to a clump of willow saplings at the junction of Orchard and Mill Runs; North 55 degrees 30 minutes West 462 feet to a double willow; North 51 degrees 35 minutes West 212.52 feet to a stake; thence crossing Orchard Run South 45 degrees 40 minutes West 26.4 feet to a double willow on the Westerly bank of said run; North 27 degrees 30 minutes West 175.89 feet to the end of its first lines, at a point in the Western Maryland Railroad limits, in range with the culvert of said Run under the Railroads; thence through and with said culvert under said railroad and the Baltimore and Ohio Railroad, North 29 degrees 00 minutes West 140.5 feet to a marked locust post in range with the lower or Easterly side of said culvert, in the Northerly limits of said Baltimore and Ohio Railroad, second corner to a tract of 225 acres conveyed to Mabel White, et al, on the 10th day of November, 1933, by deed of record among the Land Records of Allegany County in Liber 170, Folio 345; thence with the lines of said tract corrected to date (1938) and with the Northwesterly boundary line of the right of way of the Baltimore and Ohio Railroad Company South 48 degrees 5 minutes West 698.1 feet to a post; thence leaving said right of way North 46 degrees 35 minutes West 1263 feet to another post in the East boundary line of U. S. Highway Route #220 commonly known as the McMullen Highway; thence crossing said highway North 47 degrees 45 minutes West 40 feet to another post corner to the J. M. Armstrong tract of 4 acres and 126 square rods, same course continued with said tract 353 feet more, making in all 393 feet to another post corner of said tract; thence North 50 degrees West 3438 feet to a large blazed black oak standing near the top and on the East side of a ridge; thence North 48 degrees 20 minutes West 3146 feet to a large black oak, anciently marked, one of the original corners of this land; thence South 42 degrees 35 minutes East 1640 feet to a white oak stump five feet high, where three white oak trees are called for in prior surveys of this land, a corner to the A. C. Rawlings land; thence with his land South 47 degrees 00 minutes West 800 feet to a stone pile, another corner to said Rawlings, 9 feet beyond a large leaning white oak anciently marked; thence with another line of said Rawlings South 46 degrees 35 minutes East 5293 feet to the center of said U. S. Highway Route #220 same course continued 1408 feet more crossing the Baltimore and Ohio Railroad and the Western Maryland rights of way making in all 6701 feet to a post in the Southeast boundary line of the said Western Maryland Railway right of way; thence South 46 degrees 35 minutes East 1122 feet to the place of beginning, containing 288.5 acres by computation.

Reserving and excepting however the following parcels of land which are included within the boundaries of the foregoing survey and which have been sold and conveyed as shown by the following deeds and descriptions.

(1) A deed executed by Mabel Loar et al to E. E. Orndorff executed in 1930 recorded Book #162, Page 432.

Beginning at a post on the Northwesterly corner of Orndorff lot and extending thence with the course of the second line corrected South 49 degrees 22 minutes West 189.65 feet; to a stake in the outline of the Loar land, thence along it corrected South 48 degrees East 135 feet to a stake, thence parallel to the line first given North 49 degrees 22 minutes East 160 feet to a stake in Orndorff's third line, thence its course reversed North 43 degrees 40 minutes West 134 feet to the beginning. Containing 22085.81 square feet.

(2) Lloyd Lowndes et al to J. W. Wilson et al trustee for M. E. Church September, 1881. Liber 87, Page 483.

Beginning at a stone marked "J J" planted in North side of the County road leading from Cumberland to Westernport (McMullen Highway) running thence North 52 degrees West 150 feet; South 38 degrees West 100 feet; South 52 degrees East 150 feet to a stone marked "R" at said County Road, thence with the road North 38 degrees East 100 feet to the beginning. Containing 15600 square feet.

(3) J. H. Loar et al to John Armstrong et al. October, 1927. Liber 162, Page 404.

Beginning at a stake in the Southerly limits of the County Road leading to Cumberland thence with said limits North 40 degrees 20 minutes East 99.1 feet; South 49 degrees 40 minutes East 200 feet; South 40 degrees 20 minutes West 129.8 feet; North 40 degrees 53 minutes West 202.4 feet to the beginning. Containing .53 acres.

(4) J. H. Loar et al to John Armetrong et al. January, 1922. Liber 139, Page 441.

Beginning at a stake in the Northerly limits of the County Road leading from Rawlings to Cumberland standing in range with the Easterly side of a 10 foot alley between the Church and this lot, thence with the limits of said road North 40 degrees East 574 feet; North 49 degrees 15 minutes West 359.7 feet; South 40 degrees West 584.76 feet; South 50 degrees 50 minutes East 359.04 feet to the beginning. Containing 4 acres 126 square rods.

(5) J. M. Armstrong et al to Trustees M. E. Church (Parsonage Lot) May, 1920. Liber 134, Page 550.

Beginning at a stake in the Northeast side of the old County Road, the beginning corner to Fred H. Fisher, thence North 49 degrees 20 minutes East 140 feet; South 40 degrees 40 minutes East 100 feet; thence parallel with said first line South 48 degrees 20 minutes West 135 feet to the old road, thence with said old road Northwesterly to the place of beginning.

(6) J. M. Armstrong et al to Fisher et al. Liber 131, Page 547.

Beginning at a stone in the old road at foot of the hill Southeast of Fred H. Fisher's house, and running thence North 49 degrees 20 minutes East 140 feet; North 40 degrees 40 minutes West 175 feet; South 49 degrees 20 minutes West 150 feet, thence along the line of an old road to the place of beginning.

(7) J. M. Armstrong to Eliza Thraeher. October, 1920. Liber 134, Page 735.

Beginning at a stake in the Easterly line of the roadway near Rawlings Store at a point South 39 degrees 01 minutes West 2 feet from a young maple now marked, thence down along road with the fence South 64 degrees 35 minutes East 156.7 feet; South 70 degrees 50 minutes East 126.3 feet; North 46 degrees 13 minutes East 126.6 feet; South 46 degrees 32 minutes East 60 feet to a stake 10 feet short of the railway limits; thence parallel with said limits and 10 feet therefrom North 47 degrees 10 minutes East 90 feet, then at right angles to said railroad North 42 degrees 50 minutes West 361.6 feet; South 39 degrees 01 minutes West 339 feet to the beginning. Containing 2 acres more or less.

(8) J. M. Armstrong to Robert Petz, et al. May, 1920. Liber 133, Page 512.

Beginning at a point in the outline of the lands of J. M. Armstrong (now Loar) and the Easterly side of a lane which leads from the main road along the Easterly side of the school house lot, division corner now made, thence with the division line corrected for variation North 47 degrees 50 minutes West 248 feet to post in said line; thence North 42 degrees 10 minutes East 90 feet; thence parallel to said first line South 47 degrees 50 minutes East 248 feet; South 42 degrees 10 minutes West 90 feet to the beginning. Containing .5 acres.

(9) J. M. Armstrong to McFarland. Liber 131, Page 600.

Beginning at a stone set on the upper side of the County road at the South corner of the Church lot, thence South 43 degrees 20 minutes West 232 feet; South 52 degrees 35 minutes West 147 feet; South 64 degrees 23 minutes West 172 feet to a post at lane on Easterly side of school house; thence along these lines corrected for variation North 47 degrees 50 minutes West 262 feet to a stone; thence leaving said original line North 42 degrees 10 minutes East 525 feet in range with West line of Church lot South 50 degrees East 356 feet to beginning.

(10) C. W. Loar et al to V. Greco. June, 1927. Liber 155, Page 512.

Beginning at a post above the store building near B. & O. right of way, corner to Thrasher lot, reversing it North 70 degrees 50 minutes West 126.3 feet; North 64 degrees 35 minutes West 20 feet; South 30 degrees 20 minutes West 8 feet; South 53 degrees 45 minutes East 60.25 feet; South 48 degrees 45 minutes East 138 feet, North 46 degrees 27 minutes East 74 feet; North 43 degrees 10 minutes West 65 feet 7 inches to a point on the line of the Thrasher lot; thence along the boundary line of said Thrasher lot in a Westerly direction 24 feet to the place of the beginning.

(11) Loar et al to J. T. Logsdon. November, 1928. Liber 159, Folio 491.

Beginning at a stake in the Southerly limits of the County road leading to Cumberland, thence North 47 degrees 52 minutes East 90.2 feet; South 41 degrees East 201 feet; South 49 degrees 22 minutes West 90 feet; North 41 degrees West 198.6 feet to the beginning.

(12) Loar et al to A. S. Dawson. October, 1927. Liber 157, Page 214.

Beginning at a marked post in a wire fence on the Westerly side of a road leading thru the uplands of the Loar lands, and running with said fence South 43 degrees 08 minutes West 302.5 feet; North 48 degrees 15 minutes West 722 feet; North 43 degrees 08 minutes East 302.5 feet to a stake standing North 81 degrees West 9 feet from a pointer marked pine sapling, thence parallel to second line above given South 48 degrees 15 minutes East 722 feet to the beginning. Containing 5 acres.

(13) Loars to B & O Railroad Company. October, 1927. Liber 156, Page 594

Beginning at an iron pin located at the intersection of the Northerly side of the County road with the Northwesterly right of way line of the Baltimore & Ohio Railroad distant 33 feet measured Northwesterly at right angles from the center line between the main tracks at valuation station 662 / 32.1; thence North 48 degrees 45 minutes West along the road 2.8 feet to a spike; North 46 degrees 27 minutes East 74 feet; North 43 degrees 10 minutes West 65.53 feet; North 43 degrees 40 minutes East 104 feet; South 45 degrees 19 minutes East 63 feet; North 46 degrees 00 minutes east 224 feet; South 44 degrees 00 minutes East 10 feet to right of way, then along right of way the 2 following courses South 46 degrees 00 minutes West 346.5 feet; South 46 degrees 27 minutes West 58 feet to the beginning. Containing 0.25 acres.

(14) Area included in the right of way of the Western Maryland and Baltimore and Ohio Companies.

Beginning at a point in the South boundary line of the Western Maryland Railway right of way, the 22nd corner of the above survey (288.5 acres) and running thence with the 22nd line thereof North 29 degrees West 140.25 feet to a marked locust post in range with the lower or Easterly side of the culvert in the Northerly limits of the B. & O. Railroad right of way; thence South 46 degrees 45 minutes West 1935 feet to a point in the last original line of this survey; thence with said line South 47 degrees 50 minutes East 135 feet to a point in said line and the last boundary line of the said Western Maryland Railway right of way; thence with said boundary line 1880 feet to the place of beginning. Containing 5.77 acre or less.

(15) Lloyd Lowndes, et ux to Piedmont & Cumberland Railroad Company deed dated August 22, 1900. Liber 87, page 716.

All that certain lot or parcel of land situate, lying and being at Rawlings, in Allegany County, adjoining that property, or the right of way of the said party of the second part, and which is more particularly described as follows:

Beginning at a point in the Easterly right of way line of the Piedmont & Cumberland Railroad Company on the West side of a farm road; which said point is North 45 degrees East 429 feet from a stone at the intersection of the boundary line of the lands of Lloyd Lowndes and Alexander Shaw, and with the Easterly right of way line of the Railroad Company, thence parallel to center line of Piedmont & Cumberland Railroad and 20 feet distant therefrom, North 45 degrees East 100 feet, thence at right angles to said first line South 45 degrees East 75 feet, thence parallel to and 95 feet distant from the said center line of said Piedmont and Cumberland Railroad South 45 degrees West 100 feet, thence at right angles to the first line North 45 degrees West 75 feet to the point of beginning.

(16) All that property conveyed partly in fee and partly by right-of-way by John William Loar, et ux, et al, to the State of Maryland for the use of the State Roads Commission by two (2) deeds, both dated November 22nd, 1950, and recorded in Liber 232, folios 85 and 87 respectively among the Land Records of Allegany County, Maryland, which said property is shown by outline in the State Roads Plats Nos. 7637 and 7636 recorded among the aforesaid Land Records.

BEING the same land acquired by the said JOHN WILLIAM LOAR

- (1) by deed from David A. Robb, Trustee, by deed dated November 10th, 1933, and recorded among said Land Records in Liber 171, folio 8, and
- (2) by deed from John H. Loar and wife, dated December 11th, 1939, and recorded among said Land Records in Liber 186, folio 314.

LEAVING 263.7 acres, more or less, subject to the abatement for Highway hereby conveyed.

THIS conveyance is subject to any and all other rights-of-way and easements of record affecting the above described land.

REFERENCE to the aforesaid deed or deeds is hereby made for a more definite description of the property hereby conveyed and for other purposes to the same extent as though herein textually incorporated.

TOGETHER with all the improvements thereon and all the rights, ways, privileges and appurtenances thereunto belonging or in any manner appertaining.

IN TRUST to secure to the Potomac Valley Production Credit Association of Romney, W. Va., (hereinafter referred to as the "Association") its successors and assigns, the payment of the sum of Six Thousand Two Hundred Dollars (\$6,200.00), which said indebtedness is evidenced by the following described promissory notes, or any renewal or renewals thereof, signed by said Grantors and payable to the order of said Association at its office in Romney, W. Va., with interest, at maturity:

<u>NUMBER</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE OF MATURITY</u>	<u>INTEREST RATE</u>
	Mar. 30, 1954	\$3,920.	April 1, 1955	5½%

ALSO to secure any further and additional loans and advances by said Association to said Grantors within a period of five (5) years from the date hereof, not to exceed in the aggregate the sum of Ten Thousand and no/100-----Dollars (\$ 10,000.00) and any renewals.

IT IS COVENANTED AND AGREED that, until default is made, the Grantors shall possess the property hereinbefore described and be permitted to use the same in a proper and reasonable manner, keeping the same in good condition meanwhile and, upon request, will insure the same in some reliable company for at least the sum of the aforesaid promissory note or notes, at the expense of the Grantors; said insurance company to be satisfactory to said Association, its successors or assigns, and said insurance policy to have a mortgagee clause attached thereto providing that loss, if any, shall be payable to the order of the Potomac Valley Production Credit Association of Romney, W. Va., or to the Federal Intermediate Credit Bank of Baltimore, as their interests may appear. It is further agreed that, should the Grantors fail to provide satisfactory insurance upon request, the Association, its successors or assigns, may do so at the expense of the Grantors and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the highest rate permitted by law.

THE Grantors further covenant and agree to waive the benefit of

all exemptions, homestead or otherwise, that they may have under and by virtue of the constitution or laws of this or any other state in so far as the same can be waived.

IT IS FURTHER COVENANTED by the Grantors that they will pay all taxes, levies, assessments or charges upon the property hereby conveyed and that, should they fail to pay such taxes, levies, assessments or charges upon said property, then said Association, its successors or assigns, may pay the same and any sum so paid shall become a part of the debt hereby secured and bear interest from the date of payment at the highest rate permitted by law, but there shall be no obligation on the part of said Association, its successors or assigns, to pay such taxes, levies, assessments or charges.

IT IS FURTHER COVENANTED by the Grantors that, if there shall be default in the payment of the aforesaid promissory note or notes, or any renewal or renewals thereof, or the interest thereon, or in the payment of principal or interest of such further and additional amounts as may be advanced by said Association to the Grantors, or in the performance of any of the covenants and agreements hereof, then the entire debt secured by this deed of trust shall, at the option of the Associations, its successors or assigns, become forthwith due and payable and, in addition to any other remedies provided by law, said Trustees or said Association, its successors or assigns, shall have the right to enter upon and use so much of said premises and do all things necessary for the proper care and preservation of said property and/or sell the same in satisfaction of any and all indebtedness due hereunder and the notes secured hereby and all costs incurred in making such sale, including a collection or attorney's fee of ten percent (10%) of the amount due hereunder, and, if sale is made of said property, or any part thereof, it shall be made in the following manner, that is to say: Said Trustees, the Association, its successors or assigns, or F. Brooke Whiting, its Attorney, may take possession of and sell the above described property in the following manner: At public auction for cash, or part cash and part credit, after having given at least twenty (20) days notice of the time, place, manner and terms of sale by advertisement in some newspaper published in the county wherein said land or a part thereof lies or, if there be no such newspaper published in said county, in some newspaper having circulation in said county, and by such other advertisement, if any, as the party making the same may deem expedient; that from the proceeds of any such sale shall be paid, first, all the costs and expenses incurred in the execution of this trust, including a collection or attorney's fee of ten percent (10%) of the amount due hereunder; second, the debt hereby secured, and, third, the residue, if any,

shall be paid to the Grantors, their personal representatives or assigns.

AS WITNESS our hands and seals the day and year above written.

John William Loar (SEAL)
JOHN WILLIAM LOAR

WITNESS:

Ethel McAlester

J. William Loar (SEAL)
J. WILLIAM LOAR

Lois B. Loar (SEAL)
LOIS B. LOAR

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 30th day of March, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN WILLIAM LOAR, also known as J. WILLIAM LOAR and LOIS B. LOAR, 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 appeared Roy L. Day of the Potomac Valley Production Credit Association of Romney, and made oath in due form of law that the consideration set forth in said deed of trust is true and bona fide as therein set forth, and that he is the duly authorized agent of said Association to make this affidavit.

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



Ethel McAlester
NOTARY PUBLIC.

To *Wye City*
March 29 1954

FILED AND RECORDED APRIL 1st 1954 at 2:00 P.M.

This Mortgage, Made this *29th* day of
March in the year nineteen hundred and fifty-four, by and between

Aden T. Miller and Peryl F. Miller, 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

Aden T. Miller and Peryl F. Miller, 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 _____

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

Aden T. Miller and Peryl F. Miller, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All the following described lot or parcel of land situated in Alle-
gany County, Maryland on West Main Street, in the Town of Lonaconing,
and being more particularly described as follows:

BEGINNING for same at an iron pin standing along the Northerly side
of the County Road leading from Lonaconing to Westernport, and being
at the end of a line drawn North 73 degrees 41 minutes East 69 feet
from a planted stone marked "G.C.", planted at the beginning of a deed
from the Georges Creek Coal and Iron Company, to Jane Sampson, dated
March 20, 1866 and recorded in Liber No. 23, folio 729, one of the
Land Records of Allegany County, Maryland, and running thence along
the Northerly edge of the aforesaid County Road, North 73 degrees 41
minutes East 49.0 feet to an iron pin standing at the end of a third
line of a deed from the Maryland Coal Company to Joseph G. Story,
dated the 9th day of July 1907, and recorded in Liber No. 101, folio
552, one of the Land Records of Allegany County, Maryland and running
and reversing said third line, as corrected, North 16 degrees 39 min-
utes West 140.5 feet to an iron pin, thence South 85 degrees 46 minute
West 53.9 feet to an iron pin, thence South 17 degrees 54 minutes East
151.7 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortga-
gors by Christopher C. Miller and wife by deed dated the 4th day of
June, 1946, and recorded in Liber No. 209, folio 696, 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 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

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:

James J. McElreath

Aden T. Miller (SEAL)
Aden T. Miller

Peryl F. Miller (SEAL)
Peryl F. Miller

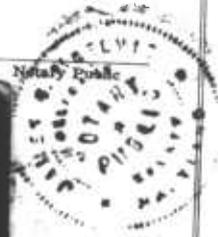
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 29th day of March in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Aden T. Miller and Peryl F. Miller, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles 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 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 J. McElreath



Compared and Vouched for
T. Piper 1000
Mar 29 54

FILED AND RECORDED APRIL 2nd 1954 at 8:50 A.M.

This Mortgage, Made this 1st day of March April in the year Nineteen Hundred and fifty-four by and between

THOMAS W. BEVER and MARY F. BEVER, his wife,

of Allegany County, in the State of Maryland, part 1st of the first part, and

IRVING MILLENSON

of Allegany County, in the State of Maryland, part 2nd 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 \$1500.00 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 \$24.86 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 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 land known and designated as Lot Number 11, Block 36, in Potomac Park Addition, situated near the McMullen Boulevard, West of the City of Cumberland, in Allegany County, Maryland, which said lot is more particularly described as follows, to wit:

BEGINNING at a point on the Westerly side of Avenue Q. at the end of the 1st line of Lot Number 10 and running with said Avenue Q. South 24 degrees 01 minute West 45 feet, thence at right angles to said Avenue Q., North 65 degrees 59 minutes West 110 feet to a 20 foot alley and with it North 24 degrees 01 minute East 45 feet to the end of the second line of said Lot Number 10 and reversing said line South 65 degrees 59 minutes East 110 feet to the place of beginning.

IT being the same property which was conveyed by Wesley A. McGraw et ux to Thomas W. Bever et ux by deed dated November 27, 1950, and recorded in Deeda Liber 232, folio 278 among the Land Records of Allegany County, Maryland.

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

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor, administrator or assigns, the aforesaid sum of

- - FIFTEEN HUNDRED and 00/100 - - - - -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 party of the second part, his heirs, executors, administrators and assigns, or

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

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

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

W. R. Clais
W. R. Clais

Thomas W. Bever [SEAL]
THOMAS W. BEVER

Mary F. Bever [SEAL]
MARY F. BEVER

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 1st day of March April in the year nineteen hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Thomas W. Bever and Mary F. Bever, 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 mortgage is true and bona fide as therein set forth.



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

Cathy Ann Davis
Notary Public

Compared and *con* *delivered*
to *Legg* *City*
Map 2

LIBER 303 PAGE 524

FILED AND RECORDED APRIL 2nd 1954 at 12:25 P.M.

PURCHASE MONEY

This Mortgage, Made this 1st day of APRIL in the
year Nineteen Hundred and fifty -four by and between
Charles W. Sirbaugh and Virginia B. Sirbaugh,
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 Ninety-nine Hundred & 00/100 - - - (\$9900.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4¹ per cent. per annum, in the manner following:

By the payment of Sixty-two & 67/100 - - - - (\$62.67) - - - - 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 on the Westerly side of Wills Creek Avenue in Cumberland, Allegany County, Maryland, and which is more particularly described as follows, to-wit:

Beginning for the same on the westerly side of Wills Creek Avenue at the end of a line drawn North 28 degrees 30 minutes West 50 feet from the northerly corner of the property marked "D. L. Sloan" on a plat showing the property of the Joseph P. Gellner (incorrectly spelled "Gillner" on said plat) Heirs, which was filed with an Agreement and Power of Attorney by and between Joseph L. Gellner et ux et al and Mary C. Gellner, dated March 1, 1938, and recorded in Deeds Liber No. 184, folio 139, among the Land Records of Allegany County, Maryland, and running then with the westerly side of said Wills Creek Avenue North 18 degrees 15 minutes West 230 feet; then continuing with said side of said Avenue North 39 degrees 12 minutes West 16 feet to the southeasterly side of an unnamed proposed street connecting Wills Creek Avenue and Fayette Street; then with said side of said proposed street South 7

degrees 42 minutes West 194.8 feet; then South 20 degrees 30 minutes East 75.9 feet; then North 69 degrees 30 minutes East 99 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. Clayton and Helen Clayton, 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 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 Winty-nine Hundred & 00/100 - - (\$9900.00) - - - - 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 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

Charles W. Sirbaugh [SEAL]
Charles W. Sirbaugh

Virginie B. Sirbaugh [SEAL]
Virginie B. Sirbaugh

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 1ST day of APRIL

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

Charles W. Sirbaugh and Virginie B. 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.

*see
T. H. Legg Atty
Mar 27 1954*

RECORD 1ST

FILED AND RECORDED APRIL 2nd 1954 at 12:30 P.M.

PURCHASE MONEY

This Mortgage, Made this 1st day of APRIL in the year Nineteen Hundred and fifty-four by and between

Charles E. Snider and Anna Lee Snider, his wife,

of Allegany County, in the State of Maryland, part 100 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 Eight Thousand 00/100 - - - - - (\$8000.00) - - - - - 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 & 64/100 - - - - - (\$50.64) - - - - - 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 easterly side of Winifred Road, Cumberland, Allegany County, Maryland, known and designated as Lots Nos. "C" and "D" and being a part of Block No. 2 of the Johnson and Dell Subdivision of Cumberland, Maryland, as surveyed by C. R. Nuzum, Civil Engineer, September 11, 1947, a plat of which said property is filed in Plat Case Box No. 154 and of the Land Records of Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

Beginning for the same at a stake on the Easterly side of Winifred Road standing South 14 degrees 45 minutes West 112 feet from the end of the division line between Block No. 1 and Block No. 2 of a plot of land as subdivided by Johnson and Dell and running then South 41 degrees 52 minutes East 623.4 feet to a stake in the division line between this described parcel and the land of Howard Buchanan Incorporated; then with a part of said division line, South 41 degree 45 minutes West 75 feet to a stake; then leaving said division line and with a new division line

cutting across the whole of Block No. 2, North 41 degrees 49 minutes West 583.5 feet to a stake on the Easterly side of Winifred Road; and then with said side of Winifred Road, North 14 degrees 45 minutes East 88 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Morris C. O'Neill and Martha C. O'Neill, 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 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 Eight Thousand 00/100 - - - - - (\$8000.00) - - - - - 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 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:

James L. Hain

Charles E. Snider [SEAL]
Charles E. Snider
Anna Lee Snider [SEAL]
Anna Lee Snider

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 15th day of APRIL

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

Charles E. Snider and Anna Lee Snider, 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. Hain
Notary Public

Compared and ~~read~~ ^{verified} & ~~checked~~ ^{verified}

To Geo. H. Legge, Atty. Gen.

May 27 1954

LIBER 303 PAGE 530

RECORD 240

FILED AND RECORDED APRIL 27 1954 at 12:35 P.M.

PURCHASE MONEY

This Mortgage, Made this 1ST day of APRIL
in the year Nineteen Hundred and Fifty-~~four~~ _____, by and between

Charles E. Snider and Anna Lee Snider, his wife,

of Allegany County, in the State of Maryland
part 198 of the first part, and

Morris C. O'Neill and Martha C. O'Neill, his wife,

of Allegany County, in the State of Maryland
part 1es of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the parties of the second part in the principal sum of \$2000.00 to be repaid with interest at the rate of 6% per annum computed monthly on unpaid balances, said indebtedness to be amortized over a 10 year period by the payment of at least \$12.89 per month on principal and the interest accruing thereon, the first monthly payment being due and payable on the 20th day of April, 1954, and each and every month thereafter on the 20th day of the month until the whole principal together with the interest accruing thereon is paid in full, in any event the whole balance of principal and the accrued interest being due and payable on April 20, 1964, said monthly payment being 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.

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 _____

Charles E. Snider and Anna Lee Snider, his wife,

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

Morris C. O'Neill and Martha C. O'Neill, his wife, their
as tenants by the entireties
heirs and assigns, the following property, to-wit:

All those lots, pieces or parcels of ground lying and being on the easterly side of Winifred Road, Cumberland, Allegany County, Maryland, known and designated as Lots Nos. "C" and "D" and being a part of Block No. 2 of the Johnson and Doll Subdivision of Cumberland, Maryland, as surveyed by C. R. Muzum, Civil Engineer, September 11, 1947, a plat of which said property is filed in Plat Case Box No. 154, one of the Land Records of Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

Beginning for the same at a stake on the Easterly side of Winifred Road standing South 14 degrees 45 minutes West 112 feet from the end of the division line between Block No. 1 and Block No. 2 of a plot of land as subdivided by Johnson and Doll and running then South 41 degrees 52 minutes East 623.4 feet to a stake in the division line between this described parcel and the land of Howard Buchanan Incorporated; then with a part of said division line, South 41 degrees 45 minutes West 75 feet to a stake; then leaving said division line and with a new division line cutting across the whole of Block No. 2, North 41 degrees 49 minutes West 583.5 feet to a stake on the Easterly side of Winifred Road; and then with said side of Winifred Road, North 14 degrees 45 minutes East 88 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of the parties of the second part, 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 from 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 Charles E. Snider and Anna Lee Snider, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Morris C. O'Neill and Martha C. O'Neill, his wife, their executors, administrators or assigns, the aforesaid sum of _____

Two Thousand & 00/100 - - - - (\$2000.00) - - - - 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 _____

Charles E. Snider and Anna Lee Snider, 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 _____

Charles E. Snider and Anna Lee Snider, 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 _____

Morris C. O'Neill and Martha C. O'Neill, his wife, their

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

matured or not; and as to the balance, to pay it over to the said Charles E. Snider and Anna Lee Snider, 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 Charles E. Snider and Anna Lee Snider, 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 mortgagees or their 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 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 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

George L. Hanan
George L. Hanan

Charles E. Snider [SEAL]
Charles E. Snider
Anna Lee Snider [SEAL]
Anna Lee Snider

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 1st day of APRIL in the year nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles E. Snider and Anna Lee Snider, his wife,

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

Morris C. O'Neill and Martha C. O'Neill, his wife,

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



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

George L. Hanan
Notary Public.

Compared and Vailed *Account*
 To *Mtge Westernport Md*
May 27 1954

FILED AND RECORDED APRIL 3rd 1954 at 9:35 A.M.
 PURCHASE MONEY

This Mortgage, Made this First day of April
 in the year Nineteen Hundred and Fifty Four, by and between

William R. Ford and Mary L. Ford, his wife,

of Allegany County, in the State of Maryland

part ies of the first part, and The Citizen's National Bank of Westernport,
 Maryland, duly organized under the banking laws of the State of Maryland, and 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 justly indebted unto
 the said party of the second part, in the full and just sum of FORTY ONE HUNDRED
 DOLLARS (\$4,100.00), 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 said party of the second part at The
 Citizen's National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed between the parties hereto that the said parties
 of the first part shall pay in the reduction of said note, until demand is made
 for the payment of the full amount due on same, at least Fifty Dollars (\$50.00)
 each month, including the accrued interest; and that the entire remaining principal
 of said note, if not sooner paid in full, shall be due and payable ten years from
 the date of said original note.

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

All that certain lot of ground known as Lot No. 4 on a plat or sub-division
 of land shown in No. 4713 Equity in the Circuit Court for Allegany County,
 Maryland, as described in that certain deed from Lawson L. Lear et ux., to Sarah
 E. Wright, dated June 15, 1898, and recorded among the Land Records of Allegany
 County, Maryland, in Liber No. 83, Folio 52, and being also the same property as
 conveyed unto the said parties of the first part hereby by Lucy Miller Evans, Widow,
 by deed dated March 31, 1954, and which deed is to be recorded among the Land
 Records of Allegany County, Maryland, prior to the recording of this 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

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

assigns, the aforesaid sum of FORTY ONE HUNDRED DOLLARS (\$4,100.00)

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, its successors and

assigns, or Horace P. Whitworth Sr., 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

assigns, the improvements on the hereby mortgaged land to the amount of at least FORTY ONE 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, 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 hand and seal of said mortgagor

Attest: Horace P. Whitworth Jr. [Signature]

William R. Ford [Signature] [SEAL]

Mary L. Ford [Signature] [SEAL]

[Signature] [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this First day of April
in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
William R. Ford and Mary L. Ford, 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 Patrick A. Laughlin,
Vice-President of the Citizen's 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 duly authorized to
act as the Agent for said Corporation.

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

Richard Whitely



FILED AND RECORDED APRIL 3rd 1954 at 9:15 A.M.

This Mortgage, Made this and day of
April in the year nineteen hundred and fifty-four
~~March~~ ~~thirty-three~~, by and between

Julie E. Bobo, widow; Charles A. Bobo and Jean E. Bobo, 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

Julie E. Bobo, widow; Charles A. Bobo and Jean E. Bobo, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Eight Hundred (\$800.00) - - - - - 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 June 30, 1954

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 Julie E. Bobo, widow; Charles A. Bobo and Jean E. Bobo, 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 parcel of land being Lots Numbers 687 and 688 Forest Avenue and Lots Numbers 750 and 751 Trenton Street, Section B as shown on Amended Plat No. 2 of Bowmans Cumberland Valley Addition to Cumberland Maryland, and more particularly described as follows:

BEGINNING at a point on the Westerly side of Forest Avenue, at the end of the first line of Lot No. 686 then running with the Westerly side of Forest Avenue, North 18 degrees 55 minutes East 40 feet, then North 36 degrees 30 minutes West 125 feet more or less to the Easterly line of Lot No. 752, then South 18 degrees 55 minutes West 33 feet, more or less to the Northerly line of Lot No. 751, then North 71 degrees 5 minutes West 100 feet to the Easterly side of Trenton Street, then with the Easterly side of Trenton Street, South 18 degrees 55 minutes West 80 feet to the Northerly line of Lot No. 749, then South 71 degrees 5 minutes East 200 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Frederick A. Puderbaugh, Trustee, and wife, by deed dated the 8th day of March, 1947, and recorded in Liber No. 213, folio 682, 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 Eight Hundred (\$800.00) - - - - 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

Eight Hundred (\$800.00) - - - - - 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: Julie E. Bobo (SEAL)
Julie E. Bobo
James M. Sorley
Charles A. Bobo (SEAL)
Charles A. Bobo
Jean E. Bobo (SEAL)
Jean E. Bobo

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 2nd day of March April in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Julie E. Bobo, widow, Charles A. Bobo and Jean E. Bobo, 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



James M. Sorley
Notary Public

For value received, The Liberty Trust Company of Cumberland, Maryland, hereby release the within and foregoing mortgage.
Witness the signature of said The Liberty Trust Company of Cumberland, Maryland by its Vice President and its Corporate Seal duly attested by its Asst Secretary this 17th day of August, 1954.
(Corporate Seal)
Cameron L. Otto Asst Secretary 8-17-54
The Liberty Trust Co. of Cumberland, Md.,
Thomas L. Keech Vice President

Liber No. 214, folio 455 among said Allegany County Land Records.

2. Deed to Carl A. Skidmore et ux., dated May 9, 1947 and recorded in Liber No. 215, folio 359 among said Allegany County Land Records.

3. Deed to Frederick T. McKenzie et ux., dated June 11, 1947 and recorded in Liber No. 215, folio 424 among said Allegany County Land Records.

4. Deed to Ralph F. Winebrenner et ux., dated November 26, 1947 and recorded in Liber No. 219, folio 438 among said Allegany County Land Records.

Special reference is hereby made to each of the aforesaid deeds and the plats referred to therein for a further description of the whole tract and the parts thereof accepted.

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

THREE THOUSAND AND NO/100 ----- (\$3,000.00) 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 hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Ralph M. Race
Ralph M. Race
Ralph M. Race
Ralph M. Race

Robert C. Harden (SEAL)
ROBERT C. HARDEN
Anna V. Harden (SEAL)
ANNA V. HARDEN

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 1st. day of April In the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

ROBERT C. HARDEN and ANNA V. HARDEN, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared ^{G. Alvin Krelling} ~~William B. Carter~~ 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 ^{G. Alvin Krelling} ~~William B. Carter~~ 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. Race
Ralph M. Race Notary Public

*Walter Smithburg Thd
May 27 1954*

FILED AND RECORDED APRIL 3rd 1954 at 11:30 A.M.

This Mortgage, Made this 30th day of March in the year
Nineteen Hundred and Fifty-four by and between

WILBUR E. GATTENS and MILDRED E. GATTENS, 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 FOUR THOUSAND AND NO/100 ----- Dollars (\$ 4,000.00) with interest at the rate of FIVE per centum (5 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

ONE HUNDRED AND 00/100 ----- Dollars, (\$ 100.00) commencing on the 30th day of APRIL, 1954 and on the 30th 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 30th day of MARCH, 1958. 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

Wilbur E. Gattens and Mildred E. Gattens, his wife,

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

All the surface of that piece or parcel of land, situated at Frostburg, in Election District No. 12, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a point on the South side of a proposed 16 foot alley, between Washington Street proposed to be extended and the National Highway, known as Route 40, and being also at the end of the third line of a parcel of land conveyed by The Allegany Real Estate Company to Benjamin S. Hughes et ux, by deed dated September 29, 1943, and recorded among the Land Records of Allegany County, Maryland in Liber No. 197, folio 452, and being also South 51 degrees 27 minutes West 215.03 feet from Consolidation Coal Company's Engineer's Survey Station No. 11945, which is a copper plug in center of concrete shoulder on South side of said National Highway; thence leaving said third line of said deed to Benjamin S. Hughes et ux, South 26 degrees 45 minutes West 160.00 feet to the North side of Washington Street proposed to be extended; thence with the North side of said proposed street, North 63 degrees 15 minutes West 100.00 feet; (true meridian courses and horizontal distances used throughout); then leaving said proposed street, North 26 degrees 45 minutes East

160.00 feet to the South side of aforementioned proposed alley, thence with the South side of said proposed alley, South 63 degrees 15 minutes East 100.00 feet to the beginning, containing (0.37) of an acre, more or less.

BEING the same property which was conveyed to the said Wilbur E. Gattens and Mildred E. Gattens, his wife, by deed from Jesse C. Fuller and others, dated March 5, 1952 and recorded in Liber No. 239, folio 74 among said 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.

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

FOUR THOUSAND AND NO/100 - - - - - (\$ 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 inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

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

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard

to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

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

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

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

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

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

WITNESS the hand and seal of said mortgagor.

ATTEST:

Rachel Kniefien *Wilbur E. Gattens* (SEAL)
RACHEL KNIEFIEN WILBUR E. GATTENS
Rachel Kniefien *Mildred E. Gattens* (SEAL)
RACHEL KNIEFIEN MILDRED E. GATTENS

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 30th day of March In the year Nineteen
Hundred and Fifty -four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

WILBUR E. GATTENS and MILDRED E. GATTENS, his wife,

and each acknowledged the foregoing mortgage to be, their respective act; and at the same time, before me also personally appeared ^{G. ALVIN KOELLING} ~~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 Kniefien
RACHEL KNIEFIEN
Notary Public

Compared and Mailed *W. J. Miller*

To *J. The Miller Atty*
Liberty Bell Bldg. City of
1954

LIBER 303 PAGE 544

FILED AND RECORDED APRIL 3rd 1954 at 9:45 A.M.

This Mortgage, Made this 30TH day of March

in the year Nineteen Hundred and Fifty Four, by and between
Henry A. Mackey and Mary Margaret Mackey, his wife,

of Maricopa County, in the State of Arizona
part 1st of the first part, and Daniel F. McMillen, Jr.

of Maricopa County, in the State of Arizona
part 2nd of the second part, WITNESSETH:

Whereas, the said parties of the first part are hereby justly
indebted unto the said party of the second part in the full sum of
four thousand five hundred (\$4,500.00) Dollars, to be repaid, with
interest at Five Percentum (5%) per annum payable semi-annually, at
the expiration of ten years or sooner, at the option of the mortga-
gors, to secure the payment of which sum, with interest as aforesaid,
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 parties of the first part

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

heirs and assigns, the following property, to-wit: All that Lot or parcel of ground
situated in the City of Cumberland, Allegany County, Maryland, and
fronting on the south side of Fayette Street; it being known as part
of Lot No. 117 of the original Lots of the City of Cumberland, and
being more particularly described as follows, to-wit:

Beginning for the same at a point on the south side of Fayette
Street, said point being also the beginning of the first line of
said Lot No. 117, and running thence with a portion of said first
line of said Lot No. 117, South 79 degrees 6 minutes East 21 feet;
thence leaving said first line, South 10 degrees 54 minutes West 171
feet to the third line of said Lot No. 117, thence with a portion of said
third line of said Lot No. 117, North 79 degrees 6 minutes West 21 feet
to the end of said third-line; thence with the fourth line of said Lot
No. 117, North 10 degrees 54 minutes East 171 feet to the beginning. It
being the same property that was conveyed to Henry A. Mackey and Mary
Margaret Mackey, his wife, by Mary T. Lippold et al by a deed dated
November 10 1950, and recorded among the Land Records of Allegany Count

In Liber 232, folio 9.

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

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

executor, administrator or assigns, the aforesaid sum of Four Thousand Five Hundred (4,500.00) 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 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 Daniel F. McMullen, Jr., his

heirs, executors, administrators and assigns, or Daniel F. McMullen, Sr., 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 his assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand-- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, 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 mortgagors

Attest:

Daniel F. McMullen
Daniel F. McMullen

Henry A. Mackey [SEAL]
Mary Margaret Mackey [SEAL]

State of ^{PRINCE}Maryland,
^{ALLEGANY} Allegany County, to-wit:

I hereby certify, That on this 30th day of March
in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
James W. Schober and Mary Margaret Schober, his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared

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.

Robert V. Seay



Notary Public

My Commission Expires Feb. 18, 1958

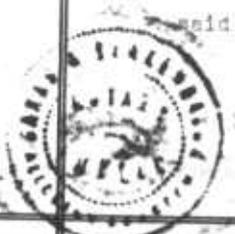
STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I, SARAH BERKELAUGH, That on this 30th day of March, 1954,
before me, the subscriber, a Notary Public of the State of Mary-
land, in and for said County, personally appeared Samuel F. Mc
Sullivan, Jr., 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 afore-
said.

Sarah Berkelaugh

Notary Public



Computed and Made by *Walter Keyser & Co.*
To *Walter Keyser & Co.*

FILED AND RECORDED APRIL 5th 1954 at 8:30 A.M.

This Mortgage. Made this 1st day of April

in the year Nineteen Hundred and Fifty Four, by and between Albert F. Robinson and Clara L. Robinson, his wife, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, and assigns, where the context so admits or requires,

of Allegany County, in the State of Maryland.

part ies of the first part, and THE NATIONAL BANK OF KEYSER, WEST VA., 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, said Mortgagors now stand indebted unto the said Mortgagee in the full and just sum of TWELVE HUNDRED (\$1200.00) DOLLARS as evidenced by their promissory note of even date herewith, payable on demand after date with 6% interest from date and signed by Albert F. Robinson and Clara L. Robinson, his wife; On the face of which note is the following: "A minimum of \$ 50 to be paid on this note each month, but notwithstanding the balance due on the note with interest may be called at any time".

The mortgage is also to secure the following described notes: A note in and for the sum of THREE HUNDRED FIFTY (\$350.00) DOLLARS, dated the 13th day of December, 1946, payable on demand after date with interest at the rate of 6% per annum, which note is signed by Harry W. Robinson and Lucy B. Robinson; 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.

The above two described notes to be secured equally and without priority.

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 hereby 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: The following two lots Numbers 7 and 8 situated near the village of McCoolle, in Allegany County, Maryland and described as follows: FRONTING on the north side of the McCoolle and Westernport Road forty (40) feet each lot, known as Queen Street in said village of McCoolle, leaving a space of six (6) feet between said road limit and those two lots for a sidewalk and not hereby conveyed. The said lot No. 7 lies by the west side of Duckworth Street forty (40) feet wide, as laid off and stakes by

J. L. Hott, the surveyor of Mineral County, West Virginia; thence, with the west side of said Duckworth Street 194 feet to an alley, and with the south side N. 67 W. thereof, forty (40) feet to the corner of Lot No. 8 continued with Lot No. 8 and said alley forty (40) feet further, in all eighty (80) feet to a stake, a corner to Lot No. 9; thence with the division line of Lot No. 9 to a corner of same on said road by the north side of said walk, thence S. 67 E. forty (40) feet to a stake, division corner to Lot No. 7, same course forty (40) feet further, in all eighty (80) feet to the BEGINNING;

Being the same real estate conveyed to Albert F. Robinson by deed dated the 3rd day of April, 1920 from Ira B. Hixenbaugh (sometimes known as Ira B. Duckworth) and wife, which deed is recorded in Liber L.L.S. No. 132, Folio 541, 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 Mortgagors, and the makers of said notes, their heirs, executors, administrators or assigns, do and shall pay to the said The National Bank of Keyser, West Virginia, its successors or assigns, the aforesaid sum of One thousand Five Hundred Fifty (\$1550.00) Dollars, with interest, in manner and form as hereinbefore provided, and especially the monthly payments 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 Albert F. Robinson and Clara L. Robinson, 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 Albert F. Robinson and Clara L. Robinson, 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, W. Va., a corporation, its personal representatives, successors

and 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 Albert F. Robinson and Clara L. Robinson, 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 Albert F. Robinson and Clara L. Robinson, 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 five hundred fifty - - - - - 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 ~~and~~ 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:

[Signature]
[Signature]

Albert F. Robinson [SEAL]
Albert F. Robinson

Clara L. Robinson [SEAL]
Clara L. Robinson



THE NATIONAL BANK OF KEYSER, WEST VIRGINIA, a corporation. [SEAL]

BY Joseph E. Patchett
Joseph E. Patchett, its President.

West Virginia

State of ~~Maryland~~,
Mineral
c. ~~Allegany~~ County, in-wit:

I hereby certify, That on this 1st day of April in the year nineteen Hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Albert F. Robinson and Clara L. Robinson, his wife, the within named mortgagors, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Joseph E. Patchett, President of the National Bank of Keyser, W.Va., a corporation, 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.
My commission expires April 5, 1954
[Signature]
Notary Public.

Compared and correct
To Earl E. Mangel Atty City
May 24 1954

LIBER 303 PAGE 550

FILED AND RECORDED APRIL 5th 1954 at 9:00 A.M.

This Mortgage, PURCHASE MONEY Made this 24 day of February
in the year Nineteen Hundred and Fifty-four, by and between
Eugene Blaine Kisamore and Sue Elizabeth Kisamore, his wife,
of Allegany County, in the State of Maryland
parties of the first part, and Maggie Kisamore, widow,
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 Five Thousand (\$5,000.00) Dollars, and said principal sum is to be repaid in equal annual installments of Five Hundred Dollars (\$500.00) each, with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum at any time prior to its maturity; the first of said annual payments to become due and payable one year from 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

Eugene Blaine Kisamore and Sue Elizabeth Kisamore, his wife,

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

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

All those two tracts, pieces and parcels of land situate near the Village of Flintstone, in Allegany County, Maryland, Election District No. 3, more particularly described as follows:

All those tracts and parcels of land conveyed by and described in a deed from Simon P. Dolly and wife to the said Isaac S. Mallow, said deed bearing date the 23rd day of June, 1917, and recorded in Liber No. 122, folio 298, one of the Land Records of Allegany County, Maryland, and being the same property conveyed by and described in a deed from the said Isaac S. Mallow and wife to Ora Sites, said deed bearing date the 10th day of October, 1930, and recorded in Liber No. 164, folio 276, one of the said Land Records, reference is hereby made to the above-mentioned deed from Simon P. Dolly and wife

for a more particular description of the land hereby conveyed.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith by and between Maggie Kisamore, widow, and Eugene Blaine Kisamore and Sue Elizabeth Kisamore, his wife, and which said deed is to be recorded simultaneously with the recordation of this Purchase Money Mortgage among the Mortgage Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and more particular description of the land thereby conveyed. The said Blaine Kisamore having heretofore departed this life, title in fee in the said property was vested in his surviving widow, Maggie Kisamore.

And the Party of the First Part further conveys unto the Party of the Second Part all of the farming equipment set forth in the aforesaid deed.

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

Provided, that if the said Eugene Blaine Kisamore and Sue Elizabeth Kisamore, his wife their heirs, executors, administrators or assigns, do and shall pay to the said Maggie Kisamore, her

executor s, administrator or assigns, the aforesaid sum of Five Thousand (\$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 Eugene Blaine Kisamore and Sue Elizabeth Kisamore, 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 Eugene Blaine Kisamore and Sue Elizabeth Kisamore, 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 Maggie Kisamore, her

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 St. Louis, Missouri, 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 Eugene Blaine Kisamore and Sue Elizabeth Kisamore, 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 Eugene Blaine Kisamore and Sue Elizabeth Kisamore, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand (\$5,000.00) Dollars - - - - - 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, her heirs or assigns, to the extent of her ~~xxxxxx~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors:

Attest:

Earl E. Manges
Earl E. Manges

Eugene Blaine Kisamore (SEAL)
Sue Elizabeth Kisamore (SEAL)

(SEAL)
(SEAL)

State of Maryland,
Allegany County, to-wit:

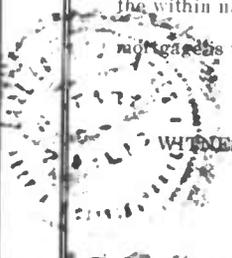
I hereby certify, That on this 6th day of February

in the year nineteen Hundred and Fifty-four _____, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Eugene Blaine Kisamore and Sue Elizabeth Kisamore, 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 _____
Maggie Kisamore, widow,

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

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



Carl Edward Messer
Notary Public.

Completed by emas
Wm. H. Kasper & Co.
May 27 1954

FILED AND RECORDED APRIL 5th 1954 at 10:15 A.M.

THIS MORTGAGE, made this 2nd day of April, in the year
Nineteen Hundred and fifty-four, by and between H. Alston Michael,
Anna Lee Michael, his wife, and Myrtle Lee Michael, divorced,
of Mineral County, in the State of West Virginia, parties of the
first part, and Farmers and Merchants Bank of Keyser, West Vir-
ginia, a corporation, of Mineral County, in the State of West
Virginia, party of the second part, WITNESSETH:

WHEREAS, H. Alston Michael and Anna Lee Michael, his
wife, are indebted to the said Farmers and Merchants Bank of Key-
ser, West Virginia, a corporation, as evidenced by their negotia-
ble promissory note, bearing even date herewith, executed by the
said H. Alston Michael and Anna Lee Michael, his wife, and pay-



able on demand to the order of the said Farmers and Merchants Bank of Keyser, West Virginia, in the sum of Two thousand Dollars (\$2,000.00), with interest, at its Banking House in Keyser, West Virginia.

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 M. Alston Michael, Anna Lee Michael, his wife, and Myrtle Lee Michael, divorced, do give, grant, bargain and sell, convey, release and confirm unto the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its successors and assigns, the following property, to-wit:

FIRST TRACT: That certain real estate situate in Allegany County, Maryland, near Twenty-first Bridge, and known as part of the Roland S. Dayton Farm, and bounded and described as follows:

BEGINNING at a white poplar about 2 rods west of the North Branch in the outline of the said farm, and running, thence, by a new line, N. 67° W. 15 Rods, crossing the Western Maryland Railroad to a Stone Pile at, or near, the outline of the Railroad Right of way; thence, with said Right of way, 59 Poles and 7 links; thence leaving said Right of way, N. 8° W. 1-3/5 Poles to a large White Oak; thence with a line of the Stone Crusher property, N. 85½° W. 20½ Poles to a small double white Oak on the upper side of the County Road; thence S. 84½° W. 18 Poles to a Stone Pile and Iron Stake in a field; thence, N. 57½° W. 58.5 Poles to a Stone Pile near the top of Queen's Point; thence, by a new line, N. 43½° E. 35 Poles and 21 links to a Locust; thence, N. 1° W. 32 Poles to a Locust at the top of Queen's Point; thence, N. 4° E. 58 Poles to a Locust in a cove; thence, N. 21° W. 30 Poles and 9 links to a Stake and Rock Pile on a flat; thence, S. 55° W. 41 Poles to a Stake; thence, N. 21° W. 10 Poles to a Black Oak in the outline; thence, with the outline, N. 55° W. 11 Poles to a line of Lot No. 3448; thence, S. 38° E. 16 Poles to the limits of the Baltimore and Ohio Railroad Right of Way and to the North Branch of the Potomac River; thence, up said River, S. 20° W. 10 Poles; thence, S. 4° E. 15 Poles; thence, S. 26° E. 12 Poles; thence, S. 44° E. 14 Poles; thence, S. 57° E. 15 Poles; thence, S. 36° E. 54 Poles; thence, S. 20° E. 15 Poles; thence, S. 6° E. 36 Poles; thence, S. 4° E. 32 Poles to a bounded Spanish Oak; thence, S. 3° W. 15 Poles to the Beginning, contain-

ing 146½ Acres, more or less, and being the same real estate which was conveyed to the said Wheeler A. Robey and Conrad J. Robey by Margaret H. Knight, widow, by Deed dated March 25th, 1942, and of record in Liber R. J. No. 193, folio 129, one of the Land Records of Allegany County, Maryland.

Reserving and excepting a tract of 2 1/4 acres conveyed by S. R. Ludwig to George D. Jenkins by deed of record in Volume 102 page 220; also two parcels granted by Alston Michael and Myrtle Lee Michael, one to Violet Thorne, recorded in Volume 210 at page 181 to J. Ben Smith, recorded in Volume 210 at page 33; also the roadway reserved by W. T. Connell.

And being the same real estate that was conveyed unto the said H. Alston Michael and Myrtle Lee Michael by the deed of Wheeler A. Robey, dated the 14th day of August 1944, and recorded as aforesaid in Deed Book No. 201 at page 212.

SECOND TRACT:

The following tracts of land situate and being in Allegany County, Maryland, to-wit:

FIRST: Two tracts of real estate situate in Allegany County near the Village of McCooles, Maryland;

1. BEGINNING at a bounded elm tree standing two perches from the north bank of the Potomac River and running thence, S. 65 deg. W. 2 perches to the said river; thence running S. 38 deg. E. 50 perches to a stone; thence S. 70½ E. 13 perches to a stone; thence N. 50 3/4 deg. E. 10 perches to a stone, Nr. 40 3/4 deg. E. 21 3/4 perches to a sycamore tree; thence leaving said river, N. 6 perches to a fence and with it, N. 72 deg. W. 11 perches; thence N. 73 3/4 deg. W. 8 perches; thence N. 86½ deg. W. 9 3/4 perches; thence N. 55 deg. W. 11½ perches; thence N. 77½ W. 11 perches; thence S. 79 deg. W. 7½ perches and then N. 72° deg. W. 8 perches to the BEGINNING, containing 8½ acres, more or less.

2. BEGINNING at a bounded elm tree standing two poles from said Potomac River and the beginning corner of the Mill tract and running thence up the river N. 34, -50 W. 5 poles to an apple tree at the edge of the river; thence running down the river with new division lines S. 79½ deg. E. 30 2/5 poles; thence S. 53 3/4 deg. E. 8 poles and 7 links to a stake on top and near the edge of the bank above an old Mill Race; thence S. 73, -50 E. 36 2/5 poles to a stake on the upper side of the road leading from the river through the Dayton Farm; thence S. 10 deg. W. 8 poles to a fallen sycamore at the edge

of the water, (a small sapling growing from the old stump with its top broken off now marked as a corner); thence S. $83\frac{3}{4}$ W. $5\frac{1}{8}$ poles; thence crossing the old race to a stake standing on a rise where formerly a sycamore stood and being the lowest corner of the Mill lot; thence with its lines and by the original calls, leaving the river, N. 6 poles to a fence and with it N. $72\text{ deg. } W.$ 11 poles; thence N. $73\frac{3}{4}\text{ deg. } W.$ 6 poles; thence N. $66\text{ deg. } W.$ $9\frac{3}{4}$ poles; thence N. $55\text{ deg. } W.$ $11\frac{1}{2}$ poles; thence N. $77\frac{1}{2}\text{ deg. } W.$ 11 poles; thence S. $79\text{ deg. } W.$ $7\frac{1}{2}$ poles; thence N. $72\frac{1}{2}\text{ deg. } W.$ 6 poles to the BEGINNING, containing seven-eighths ($7/8$) of an acre, more or less.

SECOND: Five tracts of land situate in Albany County, Maryland, at and near the Potomac River opposite the Town of Keyser, West Virginia:

1. BEGINNING at a stake by the east side of the road at the railroad crossing, and in the line of the limits of the Piedmont & Cumberland Railway Company's land, and with the same N. $87\text{ deg. } E.$ 12 poles, N. $74\text{ deg. } E.$ $17\frac{1}{2}$ poles to a stake; thence leaving the railroad S. $24\text{ deg. } W.$ $25\frac{1}{2}$ poles to a stake near the north branch of the Potomac River; thence S. $37\frac{1}{2}\text{ deg. } W.$ $25\text{-}3/5$ poles to a stake below and near said public road; thence along by the east side thereof N. $8\text{ deg. } E.$ 18 poles and 18 links to the BEGINNING, containing three acres.

2. BEGINNING at a stake in the line of the limit of the Piedmont & Cumberland Railway Company's land by the upper or west side of the public road opposite the first corner of the above described three acres; thence by the west side of said road S. $80\text{ deg. } W.$ $15\text{-}1/5$ poles to a post by the west side of the road; thence with the same reversed N. $73\text{-}3/4\text{ deg. } W.$ $10\text{-}1/5$ poles to a stake in said line; thence leaving it N. $6\text{ deg. } E.$ $14\text{-}1/5$ poles to a stake in the limit line of said Railway Company; thence S. $80\text{ deg. } E.$ $10\frac{1}{2}$ poles to the BEGINNING, containing one acre.

3. BEGINNING at a fence post the north corner to Jacob Moomau's lot and east corner to George Mier's lot; thence up the mountain N. $39\text{ deg. } E.$ 29 poles to a stake by a small dead pine pointer near the top of the mountain or Queen's Point Ridge; thence S. $82\text{ deg. } E.$ 20 poles to a stone pile by a chestnut oak pointer, S. $42\text{ deg. } E.$ 20 poles to a poplar on the east side of a ridge S. $41\text{ deg. } E.$ $17\text{-}1/5$ poles to a walnut S. $55\text{-}3/4\text{ deg.}$

E. $3\frac{1}{2}$ poles to a stone pile 18 links south of a walnut pointer
 N. $84\frac{1}{2}$ deg. E. $35\frac{1}{2}$ poles to a small double white oak by the
 upper side of the road S. $85\frac{1}{2}$ deg. E. $20\frac{1}{2}$ poles to a large white
 oak above the Piedmont & Cumberland Railway, S. 8 deg. E. $1\text{-}3/5$
 poles to the limits of said Railway Company's land, and with its
 general courses S. $73\frac{1}{2}$ deg. W. 45 poles S. 85 deg. W. 12 poles
 opposite the railway crossing-post, and to the line of the stone
 quarry belonging to the said Piedmont & Cumberland Railway Com-
 pany (300 feet by 100 feet deducted from area) N. 30 deg. W. 10
 poles N. 72 deg. W. $25\text{-}4/5$ poles to the south corner of Jacob
 Connell's lot, and with his lines N. 34 deg. E. 8 poles to his
 east corner, N. 72 deg. W. 38 poles to the BEGINNING, containing
 fourteen acres, horizontal measurement after deducting $110\text{-}1/5$
 square poles in stone quarry.

SUBJECT TO a right-of-way over the above lands from
 the county road to other lands formerly owned by William T.
 Connell, et als, which is reserved and referred to in the deed
 of conveyance from William T. Connell, et als, to Standard
 Lumber & Stone Company, a corporation, dated the 9th day of Novem-
 ber, 1903, and recorded in the records of Allegany County,
 Maryland, in Liber 94, Folio 141, to which reference is hereby
 made.

4. BEGINNING at a stone pile with a chestnut oak
 pointer on top of the Queen's Point ridge, a corner of the
 fourteen acre tract, and running thence along two of the lines
 of said tract by the needle S. 44 deg. 25 E. 46 poles down said
 ridge to a stone pile below a small black walnut tree marked as
 a pointer, a corner of said tract; thence N. 84 deg. $40'$ E. 18
 poles to an iron stake and stone pile now made a corner in this
 line; thence by a straight line N. 57 deg. $50'$ W. 53.5 poles to
 the BEGINNING, Containing two acres.

5. BEGINNING at a stake near the North Branch of the
 Potomac River called for as a corner of the three acre tract here-
 inabove described, and running thence along one line of said
 tract N. 24 deg. E. 25.5 poles crossing the bottom to a stake
 standing in the south line of the West Virginia Central and
 Pittsburgh Railway, another corner of said tract; thence leaving
 the same and with the line of said Railway N. 73 deg. $45'$ E.
 49.25 poles to a stake in a stone pile in the line of said Rail-
 way; thence leaving the same and crossing the bottom S. 11 deg.
 E. 36 poles mostly through the woods to a stake on the bank of
 said North Branch, standing ten feet below a small water poplar

marked as a pointer; thence up and with the meanders of said river 75 poles, more or less, to the BEGINNING, containing ten acres.

The foregoing five tracts being subject to all existing easements and rights-of-way over or across the same.

THIRD: All that tract or parcel of land lying and being near McCools, Allegany County, Maryland, which is described in a certain deed from W. T. Connell and wife and D. S. Powell and wife, dated February 5, 1907, and recorded among the Land Records of said Allegany County, Maryland, in Liber J. W. Y. No. 100, folio 430, containing nine acres, and is part of the R. S. Dayton land, and also the strip of land lying along the River, between the three and ten acre tracts of land owned by the Stone and Lime Company, from its line down to the North Branch of the Potomac River; which real estate is more particularly described in a deed recorded among the Land Records of said Allegany County in Liber J. W. Y. No. 100, folio 439.

Reserving and excepting, however, from the above conveyance, all minerals, oil and gas.

ALL OF THE HEREBIN MENTIONED AND DESCRIBED TRACTS OF LAND being the same real estate conveyed to Conard J. Robey, (being one and the same person as Conrad J. Robey), single, by deed dated February 25, 1948, which deed is recorded among the Land Records of Allegany County, Maryland, in Liber R. J. No. 219, folio 343.

And being the same real estate that was conveyed unto the said H. Alston Michael by Conrad J. Robey by deed dated the 21st day of January, 1949, and recorded as aforesaid in Book No. 224 at page 248.

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 H. Alston Michael and Anne Lee Michael, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its successors or assigns, the aforesaid sum of Two Thousand Dollars (\$2,000.00), together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on 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. Alston Michael and Anna Lee Michael, 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 H. Alston Michael and Anna Lee Michael, 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 Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its successors and assigns, or Lester Reynolds, its 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. Alston Michael and Anna Lee Michael, 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 H. Alston Michael and Anna Lee Michael, 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 assigns, the improvements on the hereby mortgaged land to the amount of at least Two-Thousand Dollars (\$2,000.00), and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim here-

under, 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

F. C. Boor

H. Alston Michael (SEAL)
H. Alston Michael

F. C. Boor

Anna Lee Michael (SEAL)
Anna Lee Michael

F. C. Boor

Myrtle Lee Michael (SEAL)
Myrtle Lee Michael

STATE OF WEST VIRGINIA,
COUNTY OF MINERAL, TO-WIT:

I HEREBY CERTIFY, That on this 2nd day of April, in the year Nineteen hundred and fifty-four, before me, the subscriber a Notary Public of the State of West Virginia, in and for said County, personally appeared H. Alston Michael and Anna Lee Michael, his wife, and Myrtle Lee Michael, divorced, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared F. C. Boor, Cashier of the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, 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.



Henry Belle Kempfle
Notary Public

My commission expires: Dec 9, 1963

Compared and Mailed *Walters*
To *Migel, Frostburg Md*
May 24 1954

LIBER 303 PAGE 560

FILED AND RECORDED APRIL 5th 1954 at 11:15 A.M.

This Mortgage, Made this 2d day of April
in the year Nineteen Hundred and fifty-four, by and between

- - - - -EARL L. HILL and EDITH M. HILL, his wife,



of Allegany County, in the State of Maryland

part ies of the first part, and FORSTBURG 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

ELEVEN THOUSAND- - - - -00/100 DOLLARS (\$11,000.00)

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:

ALL those lots, pieces or parcels of ground lying and being in Allegany County, Maryland, situate on the southerly side of Frost Avenue in the Town of Frostburg, and known and distinguished as part of Lot No. 1 and all of Lot No. 2 of Block No. 9 of Frost Heirs Addition to the said Town, a plot of which Addition is of record among the Land Records of Allegany County, Maryland, in Liber No. 41, folio 700, said property being more particularly described as follows:

PART OF LOT NO. ONE:

BEGINNING for the same at a stake standing South fifty-one degrees West fifty feet from the beginning of Lot No. 1, of Block No. 1, in said addition, and running thence with Frost Avenue, North 39 degrees West sixty-four and one-half feet, thence South fifty-one degrees West One Hundred and twelve feet to an iron peg on the West side of Water Street, thence parallel with Frost Avenue South thirty-nine degrees East sixty-four and one-half feet, and with said Water Street, North fifty-one degrees East One Hundred and twelve feet to the place of beginning.

EXCEPTING, however, all that part of Lot No. 1, of Block No. 9, of said addition which was conveyed to J. Marshall Stewart and wife by David D. Price and wife, by deed dated April 30th, 1924, and recorded in Liber 146, folio 717, of said Land Records, said part of said lot being more particularly described as follows:

BEGINNING for the same at a stake standing South fifty-one degrees West fifty feet from the beginning of Lot No. 1, of Block No. 1, of said Addition, running thence with Frost Avenue, North thirty-nine degrees West fifty feet, thence South fifty-one degrees West One Hundred and

Twelve feet to an iron peg, thence parallel with Frost Avenue, South thirty-nine degrees East fifty feet to an iron peg on the West side of Water Street and with said Street North fifty-one degrees East One Hundred and Twelve feet to the place of beginning.

LOT NO. TWO

BEGINNING for the same at a stake standing at the end of the first line of Lot No. 1 and running North thirty-nine degrees West sixty-three feet, South fifty-one degrees West One Hundred and sixty feet to Second Alley, and with it South thirty-nine degrees East sixty-three feet to the end of the second line of Lot No. 1, then North fifty-one degrees East One Hundred and sixty feet to the place of beginning.

IT being the same property which was conveyed by Homer C. Griffith and wife, to the parties of the first part by deed dated January 22, 1923, and recorded in Deeds Liber No. 247, folio 243, 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 ~~executors, administrators~~ or assigns, the aforesaid sum of _____

ELEVEN THOUSAND DOLLARS (\$11,000.00)

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 ~~executors, administrators~~ and assigns, or

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

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least ELEVEN THOUSAND and 00/100 (\$11,000.00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to 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 hands and seals of said mortgagors.

Witness: *(as to Both)*

Edith M. Todd

Earl L. Hill

EARL L. HILL

[SEAL]

Edith M. Hill

EDITH M. HILL

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 2d day of April
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Earl L. Hill and Edith M. Hill, 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 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.

Edith M. Todd
Notary Public

Compared and ~~Delivered~~ Delivered &
To *Geo. H. Logge Atty. Gen.*
May 24 1954

FILED AND RECORDED APRIL 5th 1954 at 12:20 P.M.

PURCHASE MONEY

This Mortgage, Made this 2nd day of APRIL in the
year Nineteen Hundred and fifty -four by and between

Woodward D. Pealer and Virginia S. Pealer, his wife,

of Allegany County, in the State of Maryland, part 1 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 Ten Thousand 00/100 - - - - - (\$10,000.00) - - - - - Dollars,

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

By the payment of Seventy-nine 10/100 - - (\$79.10) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment 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:

Parcel No. 1: All those lots, pieces or parcels of ground lying and being at the southwesterly intersection of Oldtown Road and Blackiston Avenue, Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 5 and 6 in Somerville Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber 112, folio 728, one of the Land Records of Allegany County, Maryland, and a parcel of ground in front thereof which said parcels are more particularly described as follows, to-wit:

Beginning for the same at the intersection of the westerly side of Blackiston Avenue and the southerly side of Oldtown Road as now located which relocation is shown on the plat recorded in Plat Case Box No. 139 among the Land Records of Allegany County, Maryland, and running then with the westerly side of Blackiston Avenue South 27 degrees 14 minutes West 103 feet to the northerly side of a 12 foot alley, then North 62 degrees 46 minutes West 60 feet to the end of the second line of Lot No. 4 in said addition, then with said second line reversed North 27 degrees 14 minutes East 102.5 feet to the southerly side of Oldtown Road as now located, and then with said Oldtown Road South 62 degrees 46 minutes East 60 feet to the place of beginning.

Parcel No. 2: All those lots, pieces or parcels of ground lying and being at the southeasterly intersection of Oldtown Road and Blackiston Avenue, Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 7 and 8 in Somerville Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber 112, folio 728, among the Land Records of Allegany County, Maryland, and a parcel of ground in front thereof which said parcels are more particularly described, as follows, to-wit:

Beginning for the same at the intersection of the easterly side of Blackiston Avenue and the southerly side of Oldtown Road as now located, a plat of which said relocation is recorded in Plat Case Box No. 139 among the Land Records of Allegany County, Maryland, and running then with the easterly side of Blackiston Avenue South 27 degrees 14 minutes West 102 feet to the northerly side of a 12 foot alley, then with said alley South 62 degrees 46 minutes East 60 feet to the division line between Lots Nos. 8 and 9 in said addition, then with said dividing line North 27 degrees 14 minutes East 102.5 feet to the southerly side of Oldtown Road as now located, and then with said Oldtown Road North 62 degrees 46 minutes West 60 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Beulah V. Burke and Hughes W. Burke, her husband, dated the 26th day of March, 1954, 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 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 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 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 & 00/100 - - - - (\$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 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 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 resumption 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

Woodward D. Pealer [SEAL]
Woodward D. Pealer

Virginia S. Pealer [SEAL]
Virginia S. Pealer

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 24th day of APRIL

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

Woodward D. Pealer and Virginia S. Pealer, 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.

Cumberland, Maryland, June 7, 1954.

For value received the First Federal Savings and Loan Association of Cumberland, Maryland, hereby releases the within and foregoing mortgage.

Witness the signature of Lynn C. Lashley, its President, and the corporate seal of said Corporation, attested by its Secretary, Gerald L. Harrison, the day and year above written.
(Corporate Seal)

Attest: By Gerald L. Harrison, Secretary
First Federal Savings & Loan Association of Cumberland
6-7-54 By: Lynn C. Lashley
President

Compared and Mailed *lascary*

To *Mtze City*

May 24 1954

LIBER 303 PAGE 566

FILED AND RECORDED APRIL 5th 1954 at 1:45 P.M.

This Mortgage, Made this 5th day of

April, in the year nineteen hundred and Fifty Four, by and between

Howard Perrin and Nettie Perrin, his wife,



of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of One Thousand (\$1,000.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before one year after date with interest at the rate of 5% per annum, payable quarterly.

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.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit:

All those two lots, tracts or parcels of land situated on the North side of the Baltimore Turnpike, in Election District No. 21, in Allegany County, Maryland, and about four and one-half miles Easterly of the City of Cumberland, which are described and conveyed in two deeds from Millard F. Rice et al to Howard Perrin and Nettie Perrin, his wife, one for 5-3/16 acres, more or less, dated March 13, 1922, and recorded in Liber No. 140, folio 91, one of the Land Records of Allegany County, Maryland, the other for 10-1/4 acres, more or less, dated November 26, 1923, and recorded in Liber No. 145, folio 189, of said Land Records, excepting, however, all those parts of said tract conveyed away by the said Howard Perrin and Nettie Perrin, his wife, in the following six deeds: deed to Ella May Morris dated June 25, 1931, and recorded in Liber No. 166, folio 23, one of said Land Records; deed to the State Road Commission of Maryland dated October 4, 1937, and recorded in Liber No. 178, folio 705, of said Land Records; deed to Floyd Wigfield and Juanita May Wigfield, his wife, dated March 29, 1947, and recorded in Liber No. 214, folio 322, of said Land Records; deed to Floyd Wigfield and Juanita May Wigfield, his wife, dated February 15, 1950, and recorded in Liber No. 228, folio 432, of said Land Records; deed to Edwin W. Lewis and Gretchen R. Lewis, his wife, dated October 7, 1952, and recorded in Liber No. 245, folio 30, of said Land Records; and deed to Floyd Wigfield and Juanita May Wigfield, his wife, dated August 12, 1953, and recorded in Liber No. 252, folio 433, of said Land Records. Reference to all of said deeds is hereby made for a more full and particular description of the property herein conveyed.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - - - -One Thousand (\$1,000.00)- - - - - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, 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 and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee 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 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 Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale 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, its, 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 terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, 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 fire or other hazard, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

Witness, the hands and seals of said Mortgagors

Attest:

John R. Fairbank

Howard Perrin (SEAL)
Howard Perrin.
Mattie Perrin (SEAL)
Mattie Perrin.

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this - - 5th - - - - - day of April, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Howard Perrin and Nettie Perrin, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook, did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.

John R. Zeiler
Notary Public



Completed and *cash* *5*
T. Mtge City
May 24 1954

FILED AND RECORDED APRIL 5th 1954 at 3:05 P.M.

This Mortgage, Made this *5th* day of April in the year nineteen hundred and fifty-four, by and between

Clifford O. Albright and Martha A. Albright, 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

Clifford O. Albright and Martha A. Albright, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Three Thousand (\$3,000.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five & One-Half per centum per annum, payable quarterly as it accrues,



at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954

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

Clifford O. Albright and Martha A. Albright, 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 Westerly side of The State Road in the Village of Ellerslie, Allegany County, Maryland, particularly described as follows, to-wit:

BEGINNING for the same on the Westerly side of the State Road at the end of 89.7 feet measured in a Southerly direction along the Westerly side of said State Road from the Easterly point of the triangular spire of the stone monument at the intersection of the Westerly side of said road with the Mason and Dixon line, and running thence with the Westerly side of said State Road, South 3 degrees and 4 minutes West 116.2 feet to a point in a locust tree at the intersection of the Westerly side of said State Road with the Northerly side of a private alley 15 feet wide, thence with the Northerly side of said alley, North 85 degrees and 42 minutes West 150 feet to a stake, then North 3 degrees and 4 minutes East 116.2 feet, then South 85 degrees and 42 minutes East 150 feet to the place of beginning.

It being the same property described in a deed from Samuel H. Albright and wife to Clifford O. Albright dated May 20, 1925, and recorded among the Land Records of Allegany County in Liber No. 153, folio 14.

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

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

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

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

AND 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

Three Thousand (\$3,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to 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:

Clifford O. Albright (SEAL)
Clifford O. Albright

Guorgan Smith

Martha A. Albright (SEAL)
Martha A. Albright

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this *5th* day of *April* in the year nineteen hundred and *fifty-four* before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Clifford O. Albright and Martha A. Albright, 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.

Witness whereof I have hereto set my hand and affixed my notarial seal the day and year



Wm D. Sharpe

For value received, The Liberty Trust Company of Cumberland Maryland, hereby releases the within and foregoing mortgage. Witness the signature of said The Liberty Trust Company of Cumberland, Maryland, by its Vice President, and its corporate seal duly attested by its Asst. Secretary, this 7th day of September, 1954.

*(Corporate Seal)
attest: Cameron L. Otto
Asst Secretary 9-8-54*

*The Liberty Trust Company
of Cumberland, Maryland
Thomas L. Keck
Vice President.*

Completed and *seen* Delivered *5*
i *Wetzel City*
Mar 27 1954

FILED AND RECORDED APRIL 5th 1954 at 3:05 P.M.

This Mortgage, Made this 5th day of

April in the year nineteen hundred and fifty-four, by and between

George Clarence Parker and Wilhelmina May Parker, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

George Clarence Parker and Wilhelmina May Parker, his wife,

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

Six Thousand (\$6,000.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954



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

George Clarence Parker and Wilhelmina May Parker, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those two lots or parcels of ground situated on the Southerly side of River Road (now McMullen Boulevard), known as Lots Nos. 8 and 9 in Block No. 38, Potomac Park Addition, Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

LOT 8: BEGINNING at a point on the Southerly side of River Road, now McMullen Boulevard, at the end of the first line of Lot No. 7, and running with said Boulevard, South 69 degrees 31 minutes West 40 feet; then at right angles to the said Boulevard, South 20 degrees 29 minutes East 120 feet to a 20-foot alley; with it, North 69 degrees and 31 minutes East 40 feet to the end of the second line of said Lot No. 7 and with it reversed, North 20 degrees 29 minutes West 120 feet to the beginning.

LOT 9: BEGINNING at a point on the Southerly side of the said McMullen Boulevard where the line of the Celanese Corporation of America crosses the said Boulevard and running with said Boulevard, North 69 degrees 31 minutes East 100 feet to the end of the first line of said Lot No. 8, and with the second line, South 20 degrees 29 minutes East 120 feet to a 20-foot alley, and with it, South 69 degrees 31 minutes West 124 feet to the line of the said Celanese Corporation of America and with it, North 49 degrees West 145 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Archibald Longbeam and wife by deed dated February 5, 1937,

and recorded in Liber No. 177, folio 97, 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 Six Thousand (\$6,000.00) - - - - 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 223 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

Six Thousand (\$6,000.00) - - - - - 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:

George Clarence Parker (SEAL)
George Clarence Parker

James M. Sosley

Wilhelmina May Parker (SEAL)
Wilhelmina May Parker

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 5th day of April in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

George Clarence Parker and Wilhelmina May Parker, 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



James M. Sosley
Notary Public

Committed and Valid Received
Frank E. McAbee
March 27 1954

FILED AND RECORDED APRIL 6th 1954 at 9:40 A.M.

purchase money
This Mortgage, Made this 27 day of March in the year Nineteen Hundred and Fifty-four by and between Frank E. McAbee and Virginia O. McAbee, his wife,

of Allegany County, in the State of Maryland parties of the first part, and C. Glenn Watson, widower,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the Parties of the First Part are justly and bona fide indebted unto the Party of the Second Part in the full and just sum of One Thousand Six Hundred Twenty-five (\$1,625.00) Dollars, and which said principal sum or any balance thereof shall bear interest at the rate of six per cent (6%) per annum, and which said principal sum and interest shall be paid in equal monthly installments of Twenty-five (\$25.00) Dollars, the first of which said installments shall become due and payable one month from the date hereof and monthly thereafter until the said principal sum and interest shall have been fully paid; and out of said monthly payments first shall be computed and deducted the interest on the said principal sum and the balance applied to the reduction of said principal sum; 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

Frank E. McAbee and Virginia O. McAbee, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said C. Glenn Watson, his

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

ALL the following real estate situate, lying, and being in or near the City of Cumberland, Allegany County, Maryland, the same being Lot No. 102 of the Bannockburn Addition to Cumberland, a plat and description of which lot on the amended plat of said Addition is filed and recorded in Liber J. W. Y. No. 105, folio 271, of the Land Records of Allegany County, Maryland, a specific reference to which said plat is hereby made for a full and more particular description of said land.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith, by and between Robert L. Roach, Sr., and Margaret Lillian Roach, his wife, and the said Frank L. McAbee and Virginia O. McAbee, his wife, and which said deed is to be recorded simultaneously with the recordation of this Purchase Money Mortgage among the Land Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and more 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 Frank E. McAbee and Virginia O. McAbee, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said C. Glenn Watson, his

executor s, administrators or assigns, the aforesaid sum of One Thousand Six Hundred Twenty-five (\$1,625.00) 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 Frank E. McAbee and Virginia O. McAbee, 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 _____

Frank E. McAbee and Virginia O. McAbee, 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 _____
C. Glenn Watson, his

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 ~~some~~ Allegany 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 Frank E. McAbee and Virginia O. McAbee, 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 Frank E. McAbee and Virginia O. McAbee, 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 his assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Six Hundred Twenty-five (\$1,625.00) - - - - - 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 ~~xxxxxx~~ xxxxxx lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors:

Attest:
Earl E. Manges Frank E. McAbee [SEAL]
Earl E. Manges Virginia O. McAbee [SEAL]
Virginia O. McAbee

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 29th day of March in the year nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Frank E. McAbee and Virginia O. McAbee, 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 C. Glenn Watson, widower,

_____ 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.

Earl Edmund Mays
Notary Public.

Compared and ~~read~~ Delivered *E*

T. Mtge City
May 24 19 54

FILED AND RECORDED APRIL 6th 1954 at 2:20 P.M.

This Mortgage, Made this *5th* day of *April* ~~March~~ in the year nineteen hundred and fifty-four, by and between

Mabel R. Snyder and H. Raymond Snyder, her husband, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Mabel R. Snyder and H. Raymond Snyder, her husband,

Hand M. R. stand indebted unto the said The Liberty Trust Company in the just and full sum of ~~Thirty~~ ^{six} Hundred ~~(3300.00)~~ ^(3600.00) 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 June 30, 1954



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

Mabel R. Snyder and H. Raymond Snyder, her husband, 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, piece or parcel of ground situated on the South side of Columbia Street, in the City of Cumberland, Allegany County, Maryland, it being a part of Lot No. 40 in Gephart's Second Addition to Cumberland, which said part hereby intended to be conveyed is more particularly described as follows, to-wit:

BEGINNING at a stake on the South side of Columbia Street at the end of the first line of Lot No. 39 of said Addition, and running thence with said Columbia Street, North 60-3/4 degrees West 50 feet to Pear Alley, and with said Alley, South 29 1/4 degrees West 82 feet, thence running across the whole lot, South 60-3/4 degrees East 50 feet, thence North 29 1/4 degrees East 82 feet to the place of beginning.

Being the same property which was conveyed unto the said Mabel R. Snyder by William A. Huster and George R. Hughes, Trustees, by deed dated the 3rd day of September, 1936, and duly recorded among the Land Records of Allegany County.

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

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

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of ^{Six} ~~Thirty~~ ^(1600.00) ~~Hundred~~ ^(3000.00) 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.

Handwritten notes:
M.R.S.
3.10.25

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-^{Six}~~Three~~ Hundred ^(3600.00)~~(3300.00)~~ - - - - - 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:

Mabel R. Snyder (SEAL)
Mabel R. Snyder

James M. Ashey H. Raymond Snyder (SEAL)
H. Raymond Snyder

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 5th day of April ~~March~~ in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Mabel R. Snyder and H. Raymond Snyder, her husband, 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. Ashey
Notary Public

Commodore and Member of the
J. Wallace McKaig
Williams of City

FILED AND RECORDED APRIL 7th 1954 at 9:55 A.M.

This Mortgage, made this 6th day of April, in the year Nineteen Hundred and fifty-four, by and between

Robert L. Taylor and Etta Mae Taylor, his wife,

hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part 1ea of the first part and

W. Wallace McKaig

hereinafter called Mortgagee, which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part y of the second part, witnesseth:



WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Six Hundred (\$600.00) Dollars, which said sum, together with the interest thereon at the rate of Five Per Centum (5%) per annum is payable three years after date hereof. The said Mortgagors do hereby covenant and agree to make payments of not less than Fifteen (\$15.00) Dollars each month on account of the principal and interest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

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

All that lot or parcel of ground situate, lying and being near the City of Cumberland, in Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING for the same at a stake on the Northerly side of the 40-foot street as laid off in the sub-division of the Frank Wempe Estate, at the end of 83-1/3 feet on the first line of the lot or parcel of land described in the first part of the deed from John F. Wempe, et al., to said Joseph U. Wempe, dated the 1st day of September, 1921, and recorded in Liber No. 138, folio 32, one of the Land Records of said Allegany County, and running thence with the Northerly side of said 40 foot street, and with part of the first line of said first part of said deed, South 70 degrees 40 minutes East 41-2/3 feet to the end of said first line of the first part of said deed; and thence at right angles to said 40-foot street, and with the second and part of the third line of said first part of said deed, North 19 degrees 20 minutes East 102 feet to the Southerly side of a twelve-foot alley; and with it, North 73 degrees 35 minutes West 41.72 feet to intersect a line drawn at right angles to said 40-foot street from the place of beginning; and thence reversing said intersecting line, South 19 degrees 20 minutes West 99.88 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Philip Reuschel and wife, by deed dated December 18, 1930, and recorded in Liber No. 164, folio 607, one of the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto:

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

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid

Six Hundred (\$600.00) Dollars - - - - -

and in the meantime shall perform all the covenants herein on part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee

or George R. Hughes, his duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County

if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor s . 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 further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee the improvements on the hereby mortgaged land to an amount of at least Six Hundred (\$600.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee ; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal s of said Mortgagor s

George P. Hughes

Robert L. Taylor (SEAL)
Robert L. Taylor (SEAL)
Etta Mae Taylor (SEAL)
Etta Mae Taylor (SEAL)

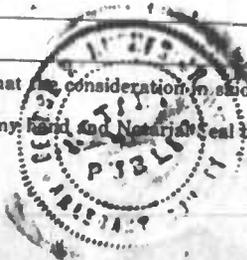
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 6th day of April, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Robert L. Taylor and Etta Mae Taylor, his wife,

the within named Mortgagor s , and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared W. Wallace McKaig

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

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



George P. Hughes
Notary Public

FILED AND RECORDED APRIL 7th 1954 at 2:30 P.M.Mortgage City
May 24 1954

This Mortgage. Made this 7th day of
April, in the year nineteen hundred and Fifty Four, by and between

Edwin D. VanMeter and Hilda VanMeter, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and
THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee,
Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the
said Mortgagee in the full and just sum of Three Thousand Two Hundred (\$3,200.00) Dollars,
for which they have given their promissory note of even date herewith payable on
or before three years after date with interest at the rate of 5% per annum, in
monthly payments on the principal and interest of not less than Forty (\$40.00)
Dollars.

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.

Now therefore, in consideration of the premises, and in order to secure the prompt payment
of the said indebtedness and any future advances as aforesaid, together with the interest thereon,
the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said
Mortgagee, its successors and assigns, the following property, to-wit: All that lot or parcel
of ground situated on the Easterly side of the Baltimore Turnpike in the City of
Cumberland, Allegany County, Maryland, known and designated as Lot No. 24 in West
View Park Addition to Cumberland and more particularly described as follows, to-
wit:

Beginning on the Easterly side of the Baltimore Pike at
the end of the first line of Lot No. 23 of said Addition, and running thence with
said Pike, South 27 degrees 40 minutes West 40.2 feet; thence South 65 degrees 10
East 100.6 feet to Alley D; and with said side of said Alley, North 41-1/2
degrees East 34.75 feet to the end of the second line of said Lot No. 23; thence
reversing said second line, North 61 degrees 30 minutes West 108.8 feet to the
place of beginning.

Being the same property conveyed by Marion S. Stewart
et ux to the said Edwin D. VanMeter et ux by deed dated October 4, 1948, and
recorded in Liber No. 222, folio 484, one of the Land Records of Allegany County,
Maryland. Reference to said deed is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors
or assigns, together with the buildings and improvements thereon, all fixtures and articles of per-
sonal property now or at any time hereafter attached to or used in any way in connection with the
use, operation and occupation of the above described real estate, and the rights, roads, ways, waters,
privileges, and appurtenances thereto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - - -Three Thousand Two Hundred (\$3,200.00)-- -dollars and the interest thereon in the manner and at the times as aforeset out, and such future advances with interest thereon, as may be made as hereinbefore provided, 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 and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee 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 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 Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale 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, its, 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 terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, 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 fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

Witness, the hands and seals of said Mortgagors .

Attest:

William A. Dudley

Edwin D. Van Meter (SEAL)
Edwin D. Van Meter
Hilda Van Meter (SEAL)
Hilda Van Meter

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 7th day of April, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Edwin D. VarMeter and Hilda VarMeter, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.



William C. Dudley
Notary Public

FILED AND RECORDED APRIL 7th 1954 at 1:10 P.M.

This Mortgage, Made this 5th

day of April in the year nineteen hundred and ~~thousand~~ fifty-four

By and Between Francis M. Cessna and Frances L. Cessna,
his wife, - - - - -

of Allegany County, in the State of Maryland,

parties of the first part, and THE ALLEGANY BUILDING, LOAN AND SAVINGS COMPANY, of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the second part. Witnesseth:

Whereas, the said parties of the first part - - - - -
being members of the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, have received therefrom an advance or loan of Four Hundred and Fifty and 00/100 - - - - - dollars, on their first and one-half shares, class "20" stock upon condition that a good and effectual mortgage be executed by the said parties of the first part to said body corporate, to secure the payment of the sums of money at the times and in

*Allegany County
May 27 54*

the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned on the part of the said parties of the first part.

Now Therefore, this Mortgage Witnesseth, That in consideration of the premises and the sum of one dollar, the said parties of the first part

do hereby grant, bargain and sell and convey unto the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, its successors and assigns, all that lot or parcel of ground situated on the Northerly side of Williams Street in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

BEGINNING for the same on the Northerly side of Williams Street at a point distant South 82-2/3 degrees East 17.6 feet from the end of the first line of the lot of ground conveyed to Elizabeth Wolf by The Johnson, Stewart and Walsh Company, by a deed dated June 12, 1901, and recorded in Liber 89, folio 513, one of the Land Records of Allegany County, Maryland, said point of beginning being also at the end of the third line of the lot conveyed by Lillie M. Love to Margaret Trezise by a deed dated May 19, 1924, and recorded in Liber 147, folio 199 of said Land Records, and running thence with the Northerly side of Williams Street, South 82-2/3 degrees East 17.4 feet to the end of the third line of the lot conveyed by The Johnson, Stewart and Walsh Company to Charles R. Hewitt, by a deed dated June 25, 1901, and recorded in Liber 88, folio 399 of said Land Records; and running thence with the third line of said Hewitt lot reversed, North 7-1/3 degrees East 70 feet to the Southerly side of an alley, then with said side of said alley, South 86-1/6 degrees West 18.15 feet to the end of the second line of said Trezise lot; then with the third line thereof and through the center of the double house standing on said Trezise lot and the lot hereby conveyed, South 7-1/3 degrees West 68 feet to the place of beginning.

BEING the same property conveyed unto the said Francis M. Cessna, et ux., by William L. Dorsey, et ux., by a deed dated April 8, 1952, and recorded in Liber 239, folio 459, one of the Land Records of Allegany County, Maryland.

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

To have and to hold the above granted property unto the said body corporate, its successors and assigns, forever in fee simple.

Provided however, That if the said parties of the first part, their heirs and assigns, - - - - - make or cause to be made the payments, and perform and comply with the covenants,

conditions and agreements herein mentioned on their
 part to be made and done, then this mortgage shall be void. And the said parties
of the first part
 hereby covenant and agree with the said, The Allegany Building, Loan and Savings
 Company, of Cumberland, Maryland, its successors or assigns, to pay and perform as
 follows, that is to say:

FIRST. To pay to the said Corporation, its successors or assigns, the said principal sum of
Four Hundred and Fifty and 00/100 at the rate of 6% per annum,
 dollars with interest thereon, payable
 in monthly payments of not less than \$4.50 and interest, on or before the first Monday of each
 and every month hereafter, until the whole of said principal debt and interest is paid, the first monthly payment
 being due on the first Monday in May, 1954,
 at the office of the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland.

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

THIRD. To keep insured, during the continuance of this mortgage, by some insurance company or
 companies acceptable to the mortgages or its assigns, the improvements on the hereby mortgaged land to the
 amount of at least Four Hundred and Fifty and 00/100 dollars and to
 cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to insure to the
 benefit of the mortgages or its assigns, to the extent of its or their lien or claim hereunder, and to place such
 policies, together with the renewals thereof, from time to time, during the continuance of this mortgage, in
 possession of the said mortgages. And in default of such insurance, the mortgages may insure said property
 and pay the premium thereon and charge the same against said mortgage debt as part thereof.

Provided, That if default should be made by the said parties of the first
part, their heirs and assigns,
 or by any one who may assume the payment of this mortgage, in the payments of the
 aforesaid sums of money or either 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 de-
 mandable and it shall be lawful for the said The Allegany Building, Loan and Savings
Company, of Cumberland, Maryland, or its assigns, or ~~its assigns, or its assigns,~~ its or their
 duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant
 and convey the same to the purchaser or purchasers thereof or to his, her or their heirs
 or assigns, which sale shall be made in the manner following, to-wit: By giving at
 least twenty days notice of the time, place, manner and terms of sale in some newspaper
 published in the City of Cumberland, Maryland, and in event of a sale of said property
 under the powers hereby granted, the proceeds arising from said sale shall be applied.

FIRST. To the payment of all expenses incident to such sale, including taxes and a commission of
 eight per cent, to the party selling or making such sale.

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

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

Test: Melvin L. Anich Francis M. CESSNA (SEAL)
Melvin L. Anich Francis L. CESSNA (SEAL)

State of Maryland,
 Allegany County, to-wit:

I Hereby Certify, That on this 5th day of April
 in the year nineteen hundred and ~~thirty~~ forty fifty-four, before me, the subscriber
 a Notary Public of the State of Maryland in and for Allegany County, personally appeared
Francis M. Cassana and Frances L. Cassana, his wife,
 and they acknowledged the foregoing mortgage to be their respective act:
 And at the same time before me also personally appeared Arthur H. Amick, Secretary and
 Agent of the within named mortgagee, and made oath in due form of law that the consideration
 mentioned in the foregoing mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal the day and year aforesaid.

Mable J. Amick



Compared and Mailed *Edwards*

To *Wetzel City*
May 24 1954

FILED AND RECORDED APRIL 7th 1954 at 10:40 A.M.

THIS MORTGAGE, Made this 5th day of April,
 1954, by and between DOMINICK J. CIMMINO and MARY J. CIMMINO, 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
 bona fide indebted unto the party of the second part in the full
 and just sum of Five Thousand Five Hundred and Fifty (\$5,550.00)
 Dollars, with interest from date at the rate of six per cent (6%)
 per annum, which said sum is part of the purchase price of the
 property hereinafter described, and this mortgage is hereby
 declared to be a Purchase Money Mortgage, and which said sum the
 said parties of the first part covenant and agree to pay in equal
 monthly installments of Sixty One Dollars and Sixty Two Cents
 (\$61.62) on account of interest and principal, beginning on the
5th day of May, 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 pay-
 ments 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 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 the cost 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, the following described property:

PARCEL ONE: ALL That lot, piece or parcel of land, situate, lying and being along the southerly side of Offutt Street in the City of Cumberland, Allegany County, Maryland, and being part of Lot No. 2 of Humbird's Addition to South Cumberland, Maryland, and which said part is described as follows, to-wit:

BEGINNING for the same at a point on the southerly side of Offutt Street at the beginning of the whole Lot No. 2 and running thence along and with the southerly side of said Offutt Street, South fifty-two (52) degrees no minutes East eighteen and one-tenth (18.1) feet; thence at right angles to Offutt Street South thirty-eight (38) degrees no minutes West one hundred twenty-five (125) feet to the northerly side of a sixteen foot alley and with it, North fifty-two (52) degrees no minutes West eighteen and one tenth (18.1) feet to the division line between Lots Nos. 1 and 2 and with it, North thirty-eight (38) degrees no minutes East one hundred twenty-five (125) feet to the place of beginning.

Reserving however, from the above mentioned and described tract of land a strip of land $1\frac{1}{2}$ feet in width and fifty (50) feet in length beginning at Offutt Street and running along and with the second line of the above described lot to be used in common with the strip of land $1\frac{1}{2}$ feet in width and fifty (50) feet in length adjoining said second line on the east side thereof for an alleyway to be used in common with the owner or owners of No. 9 Offutt Street, the whole of said alleyway to be three feet in width and fifty feet

in length and to be used in perpetuity by the owners of said properties No. 7 and No. 9, their heirs and assigns forever.

It being the same property conveyed to the said Dominick J. Cimmino and Mary J. Cimmino, his wife, by Werner R. Dicken and Viola B. Dioken, his wife, by deed dated March 29, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber 219, folio 549, in which said deed the name of Dominick J. Cimmino was incorrectly spelled as Domenic J. Cimmino, they being one and the same person.

PARCEL TWO: ALL that certain lot, piece or parcel of land, lying and being in the City of Cumberland, Allegany County, Maryland, and being parts of Lots Nos. 2 and 3 on Plat "B", filed in No. 2039 Equity in the Circuit Court for Allegany County, wherein Jacob Blocher et al were plaintiffs and Daniel Blocher et al were defendants, and more particularly described as follows:

BEGINNING for the same at a point on the East side of Polk Street and at the end of twenty-three and six tenths feet on the first line of the lot of ground described in the deed from William H. Cook and wife, to Susman Rosenbaum, bearing the date the 6th day of April in the year 1898, and recorded in Liber T. L. No. 83, folios 96 &c., of the Land Records of Allegany County, and also the beginning of the description for the lot conveyed by Susman Rosenbaum and wife to Robert L. Frantz, by deed dated November 29, 1907, and recorded among the said Land Records; said point of beginning being also the center of the division wall between the double brick house standing on the lot hereby conveyed and the aforesaid lot conveyed to Robert L. Frantz, and running thence with the center line of the division wall of the said double brick house, South sixty-five degrees East fifty-four feet and ten inches to the third line of the aforesaid deed from William H. Cook and wife to Susman Rosenbaum, then with said third line North twenty-five degrees East twenty-three and six tenths feet to the end thereof, at a point on the South side of an Alley ten feet wide (known as Blocher Alley), then with the South side of said Alley and the fourth line of the aforesaid deed, North sixty-five degrees West fifty-four feet and ten inches to the intersection of the South side of said Alley with the East side of Polk Street, and with said Street South twenty-five degrees West twenty-three and six-tenths feet to the place of beginning, according to a survey and description thereof made by Henry W. Schaidt on November 15th, 1907.

It being the same property conveyed in a deed of even

date herewith by Grace Luman, widow, to the said Dominick J. Cimmino, and Mary J. Cimmino, his wife, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this 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 Five Thousand Five Hundred and Fifty (\$5,550.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney, or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers

thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not, and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand Five Hundred and Fifty (\$5,550.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Dominick J. Cimmino (SEAL)
Dominick J. Cimmino

Harry Landis

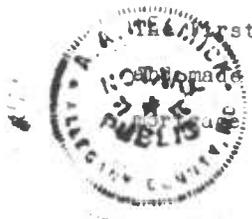
Mary J. Cimmino (SEAL)
Mary J. Cimmino

STATE OF MARYLAND

ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, That on this 5th day of April, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared DOMINICK J. CIMMINO and MARY J. CIMMINO, 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 First National Bank of Cumberland, the within named mortgagee, who made oath in due form of law that the consideration in said is true and bona fide as therein set forth.



WITNESS me hand and Notarial Seal.

A. A. Helwick
Notary Public
My Commission expires May 2, 1953

Comptroller and Mailer
7/15/54
12/15/54

FILED AND RECORDED APRIL 8th 1954 at 3:15 P.M.

THIS MORTGAGE, Made this 30th day of March, 1954, by and between J. PHILIP ZIMMERMAN and ELEANOR V. ZIMMERMAN, 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 bona fide indebted unto the party of the second part in the full and just sum of Six Thousand (\$6,000.00) Dollars, with interest from date at the rate of six (6%) per cent 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 Fifty Dollars and Sixty Four Cents (\$50.64) beginning on the 3rd day of May, 1954, and a like and equal sum of not less than Fifty Dollars and Sixty Four Cents (\$50.64) on the said 3rd 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 3rd day of April, 1964, when the entire unpaid principal debt together with interest due



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 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 situate, lying and being on the southeasterly side of Fayette Street in the City of Cumberland, Allegany County, Maryland, originally known and described as parts of Lots No. 56 and No. 57 in Tusculum Addition to said City, and more particularly described as follows, as resurveyed in June, 1946, by C. R. Nuzum, Civil Engineer, to-wit:

BEGINNING for the same at a point on the southeasterly side of Fayette Street at the beginning of the first line of a parcel of ground conveyed to Edmond B. Footer at ux. by W. Milnor Roberts et al., by deed dated March 17, 1925, and recorded among the Land Records of Allegany County, Maryland, in Liber 149, folio 703, and running thence with the southeasterly side of Fayette Street, South 44 degrees 27 minutes West 34 feet; thence leaving said Fayette Street, South 45 degrees 45 minutes East 121.68 feet to intersect the northwesterly side of North Terrace; thence with said Terrace, North 41 degrees 46 minutes East 34.04 feet to an iron pin stake; thence North 45 degrees 45 minutes West 120.03 feet to the place of beginning. All bearings True Meridian and all distances horizontal.

It being the same property conveyed to the parties of the first part by deed from John Roppolo and Mary Roppolo, his wife, dated the 14th day of October, 1948, and recorded in Liber 222, folio 640, of the Land Records of Allegany County, Maryland; and by a Confirmatory Deed to the said J. Philip Zimmerman and Eleanor V. Zimmerman, his wife, from The Liberty Trust Company, Cumberland, Maryland, and Fred H. Roberts, Trustees in No. 20049

Equity, and Bess Roberts Buchanan and George L. Buchanan, her husband, dated the _____ day of _____, 1954, and recorded among said Land Records in Liber _____, folio _____.

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

PROVIDED, that if the said 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 Six Thousand (\$6,000.00) 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 hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner

following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Six Thousand (\$6,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

 (SEAL)
J. Philip Zimmerman

 _____  (SEAL)
Eleanor V. Zimmerman

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 30th day of March, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared J. PHILIP ZIMMERMAN and ELEANOR V. ZIMMERMAN, 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,



...ment of The First National Bank of Cumberland, the within
... mortgage, and made oath in due form of law that the consider-
... said mortgage is true and bona fide as therein set forth.
WITNESS my hand and Notarial Seal.

A. A. Hehnich
Notary Public
My Commission expires May 2, 1955

FILED AND RECORDED APRIL 8th 1954 at 3:15 P.M.

This Mortgage, Made this 8th day of
April in the year nineteen hundred and fifty-four, by and between

Herman F. Bowman and Godetta B. Bowman, 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

Herman F. Bowman and Godetta B. Bowman, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Fourteen Thousand (\$14,000.00) ----- Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on June 30, 1954



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

Herman F. Bowman and Godetta B. Bowman, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those two parcels of ground situated in Cumberland, Maryland and particularly described as follows:

FIRST: All that lot situated on the Southerly side of North Mechanic Street in Cumberland, Maryland, being a part of Lot No. 260 of the original Town Lots of Cumberland, and more particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the Southerly side of North Mechanic Street with the Westerly side of Valley Street as now laid out, said point of beginning being also at the end of the First line of the Lot conveyed to the Mayor and City Council of Cumberland, by deed dated July 3, 1916, and recorded in Liber 118, folio 670, of the Land Records of Allegany County and running thence with the Southerly side of North Mechanic Street, North 64 degrees 10 minutes West 29-7/10 feet to the center of the division wall of the double brick house located partly on this lot, and running thence with the center of said wall, and same extended, South 28 degrees 22 minutes West 108 feet to Wills Creek and with it, South 51 degrees East 30½ feet to the end of the Second line of the aforesaid lot conveyed to the City, thence with said second line reversed, North 28 degrees 22 minutes East about 116 feet to the place of beginning.

SECOND: BEGINNING at a point 40-7/10 feet from the intersection of the Southerly side of North Mechanic Street and the Westerly side of Valley Street as widened and located in a deed to the Mayor and City Council of Cumberland, dated July 3, 1916, and recorded among the Land Records of Allegany County, in Liber 118, folio 670, said beginning being also at the center of the front of the dividing wall of a double brick house which is located on Lots Nos. 1 and 2 of Plat "C" in the Equity Case of John B. Widener, Trustee, vs Gustavus Beall, et al, and recorded in Judgment Record No. 15, folio 324, of Allegany County, said beginning point being also at the end of the first line of the said Lot No. 1, and running thence with North Mechanic Street, North 68 degrees West 32 feet, thence South 24 degrees West 97 feet to Wills Creek, and with it, South 51 degrees East 31½ feet to the end of the second line of said Lot No. 1, and with it reversed, North 24 degrees East 105 feet to the beginning.

EXCEPTING, HOWEVER, all that part of the above described property which was conveyed by the said Mortgagors unto the Mayor and City Council of Cumberland, Maryland, by deed dated April 2, 1954, and duly recorded among the Land Records of Allegany County.

It being part of the same property which was conveyed unto the said Mortgagors by Patrick Carolan and wife by deed dated September 30, 1946, and recorded in Liber 211, folio 484, 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 Fourteen Thousand (\$14,000.00) 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

Fourteen Thousand (\$14,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Herman F. Bowman (SEAL)
Herman F. Bowman

Thomas L. Keech

Godetta B. Bowman (SEAL)
Godetta B. Bowman

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 8th day of April in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Herman F. Bowman and Godetta B. Bowman, 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.



Thomas J. McNamee
Notary Public

Compared and Mailed *Calvery*
to *Mitzi Shertempart Inc*
May 24 1954

FILED AND RECORDED APRIL 9th 1954 at 10:10 A.M.
PURCHASE MONEY

This Mortgage. Made this Eighth day of April
in the year Nineteen Hundred and Fifty Four, by and between

Carl H. Blizzard and Mary J. Blizzard, his wife,

of Allegany County, in the State of Maryland

part ies of the first part, and The Citizen's National Bank of Westersport, Maryland
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 said party of the second part in the full and just sum of THREE HUNDRED AND EIGHTY DOLLARS (\$380.00) 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 Citizen's National Bank of Westersport, Maryland.

AND WHEREAS, it is agreed between the parties hereto that the said parties of the first part shall pay in reduction of said note, until demand is made for the payment of the full amount due on same, at least \$15.00 each month, including the aforesaid interest; and that the entire remaining principal of said note, if not sooner paid in full, shall be due and payable ten years from the date of said original note. AND WHEREAS, the sum of money herein borrowed is for the purchase price of the hereinafter described real estate and therefore this is known as 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, its successors, and

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

All of that parcel of land containing 0.23 of one acre, more or less,

located in the village of McCooles, in Allegany County, Maryland, as described by metes and bounds in that certain deed from Lewis A. Dayton et ux., unto Delbert E. Mills and Lester V. Warnick, Jr., dated April 14th, 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 214, Folio 396, and which is the same property as conveyed unto the said parties of the first part herein by the said Delbert E. Mills et ux., et al., by deed dated of even date herewith and which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this 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, and executor, administrator or assigns, the aforesaid sum of THREE HUNDRED AND EIGHTY DOLLARS (\$380.00) 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, its successors, and

heirs, executors, administrators and assigns, or Horace P. Whitworth Sr., 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 second part, its successors, and assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least THREE HUNDRED AND EIGHTY & 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 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 hand and seal of said mortgagor

Attest:

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

Carl H. Blizzard [SEAL]
Carl H. Blizzard
Mary J. Blizzard [SEAL]
Mary J. Blizzard

State of Maryland,
Allegany County, to-wit:

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

Carl H. Blizzard and Mary J; Blizzard, 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 P. A. Laughlin, Vice-
President of The Citiaem's National Bank of Westersport, Maryland, a Corporation,

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, and that he is duly authorized to
act for said Corporation.

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

Richard D. Whiting
Notary Public, LEGAL

