

CLERK OF THE CIRCUIT COURT

ALLEGANY COUNTY

STATE OF MARYLAND

LAND RECORDS

GRANTS AND MORTGAGES

HALL OF RECORDS COMMISSION

STATE OF MARYLAND

J E B

3 0 5

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).

[Signature]
Clerk of Circuit Court
For Allegany County

date September 22, 1954

STATE OF MARYLAND

Compared and Mailed
To *Carene Lippel Atty*
Bank-Trust Co City

FILED AND RECORDED JUNE 1st 1954 at 9:20A.M.

This Mortgage, Made this 1st day of June
in the year Nineteen Hundred and Fifty-four, by and between

Earl T. Pryor and Gwen L. Pryor, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and Nina D. Lichtenstein, of the City of
Cumberland,

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

Whereas, the said parties of the first part stand indebted unto the said Nina D. Lichtenstein in the full and just sum of three thousand three hundred (\$3,300.00) dollars together with interest thereon at the rate of five per centum (5%) per annum, said interest to be computed semi-annually and payable monthly. The aforesaid principal sum with interest thereon as above provided shall be paid at the rate of thirty-four (\$34.00) dollars per month on the first day of each and every month hereafter until the full principal sum and interest aforesaid shall be paid, from which monthly payments the interest shall be first deducted and the balance thereof shall be applied on the principal sum of this mortgage and to the payment of which said sum or sums of money with interest the said parties of the first part agree when and as the same may be due and payable. The parties of the first part shall have the right to anticipate any and all monthly payments on any monthly payment date.

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 Earl T. Pryor and Gwen L. Pryor,
his wife,

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

Nina D. Lichtenstein, her

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

FIRST: Lots D and E, being subdivisions of Lots Nos. 23 and 24 of Burkhardt's Addition to LaVale, a plat of which is recorded in Liber No. 120, folio 726, among the Land Records of Allegany County, Maryland.

BEGINNING for the same at a point along the easterly side of a 25 foot street running from the National Pike to the Braddock Run in LaVale, Allegany County, Maryland, distant 75 feet, measured in a southerly direction alongside of said street from its intersection with the southerly side of Arlington Avenue and running thence with the



easterly side of said 25 foot street, south 47 degrees 23 minutes east 50 feet; thence parallel to Arlington Avenue north 42 degrees 41 minutes east 100 feet; thence north 47 degrees 23 minutes west 50 feet to intersect a line drawn north 42 degrees 41 minutes east from the place of beginning; thence reversing said intersection line south 42 degrees 41 minutes West 100 feet to the place of beginning.

SECOND: All that lot or parcel of land known as Lot No. 25 in Burkhart's Addition to LaVale, a plat of which is recorded in Liber No. 120, folio 726, one of the Land Records of Allegany County, Maryland, and which said Lot No. 25 is more particularly described as follows, to-wit:

BEGINNING for the same at a point on the southerly side of Arlington Avenue distant north 42 degrees 41 minutes east 100 feet from the intersection of the southerly side of Arlington Avenue with the easterly side of a 25 foot street, as shown on said plat, and running thence with the said side of the said Avenue, north 42 degrees 41 minutes east 50 feet; thence south 47 degrees 23 minutes east 172.1 feet; thence south 18 degrees 41 minutes west 54.7 feet; thence north 47 degrees 23 minutes west 194.5 feet to the place of beginning.

BEING the same two lots or parcels of ground conveyed to the parties of the first part herein by George E. Shertzer and Ethel O. Shertzer, his wife, by deed dated the 15th day of July, 1950 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 229, folio 653, a reference to which said deed is hereby particularly made.

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

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

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

party of the second part, her

executor, administrator or assigns, the aforesaid sum of three thousand three hundred (\$3,300.00) 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 _____

Earl T. Pryor and Gwen L. Pryor, 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 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 _____

Nina D. Lichtenstein, her

heirs, executors, administrators and assigns, or Clarence Lippel
her ~~husband~~ duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, 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 _____

Nina D. Lichtenstein, 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 mortgagors, their representatives, heirs or assigns.

And the said Earl T. Pryor and Gwen L. Pryor, 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 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 fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Clarence Lippel

Earl T. Pryor [SEAL]
Earl T. Pryor

Gwen L. Pryor [SEAL]
Gwen L. Pryor

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 1st day of June 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 T. Pryor and Gwen L. Pryor, his wife, known to me to be the persons whose names are subscribed to the within instrument and they acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared _____

Nina D. Lichtenstein
the within named 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.

Dona Rita Lesaux
Notary Public.

easterly side of said 25 foot street, south 47 degrees 23 minutes east 50 feet; thence parallel to Arlington Avenue north 42 degrees 41 minutes east 100 feet; thence north 47 degrees 23 minutes west 50 feet to intersect a line drawn north 42 degrees 41 minutes east from the place of beginning; thence reversing said intersection line south 42 degrees 41 minutes West 100 feet to the place of beginning.

SECOND: All that lot or parcel of land known as Lot No. 25 in Burkhart's Addition to LaVale, a plat of which is recorded in Liber No. 120, folio 726, one of the Land Records of Allegany County, Maryland, and which said Lot No. 25 is more particularly described as follows, to-wit:

BEGINNING for the same at a point on the southerly side of Arlington Avenue distant north 42 degrees 41 minutes east 100 feet from the intersection of the southerly side of Arlington Avenue with the easterly side of a 25 foot street, as shown on said plat, and running thence with the said side of the said Avenue, north 42 degrees 41 minutes east 50 feet; thence south 47 degrees 23 minutes east 172.1 feet; thence south 18 degrees 41 minutes west 54.7 feet; thence north 47 degrees 23 minutes west 194.5 feet to the place of beginning.

BEING the same two lots or parcels of ground conveyed to the parties of the first part herein by George E. Shertzer and Ethel O. Shertzer, his wife, by deed dated the 15th day of July, 1950 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 229, folio 653, a reference to which said deed is hereby particularly made.

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

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

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

party of the second part, her

executor, administrator or assigns, the aforesaid sum of three thousand three hundred (\$3,300.00) 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

Earl T. Pryor and Gwen L. Pryor, 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 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

Nina D. Lichtenstein, her

heirs, executors, administrators and assigns, or Clarence Lippel, her ~~husband~~ duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, 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

Nina D. Lichtenstein, 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 mortgagors, their representatives, heirs or assigns.

And the said Earl T. Pryor and Gwen L. Pryor, his wife,

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

Witness, the hand and seal of said mortgagor

Attest:

Clare Lippel

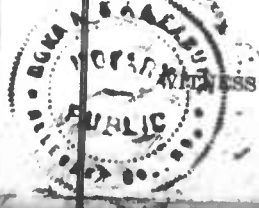
Earl T. Pryor [SEAL]

Gwen L. Pryor [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 1st day of June 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 T. Pryor and Gwen L. Pryor, his wife, known to me to be the persons whose names are subscribed to the within instrument and they acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared

Nina D. Lichtenstein
the within named 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.

Dona Pitt Lescure
Notary Public.

Compared and Mailed *1/10/54*
To *Mtge Frostburg Md*
June 7 1954

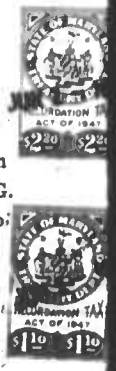
LIBER 305 PAGE 32

FILED AND RECORDED JUNE 11 1954 at 11:55 A.M.

This Mortgage, Made this *24th* day of May, 19-54,

by and between WALTER G. MINNICK and ANNA L. MINNICK, 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 THIRTY-FOUR HUNDRED FIFTY - - - - - DOLLARS (\$3450.00 being the balance of the purchase money for the property hereinafter described

on his Twenty-six and - - - - - 7/13 - - -(26-7/13) 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-three and 67/100 - - - - - DOLLARS (\$33.67), on or before the *24th* day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And Whereas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

Now Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL that lot, piece or parcel of ground lying and being in Frostburg, Allegany County, Maryland, and more particularly described in a deed from Mason T. Diehl et ux to Walter G. Minnick et ux dated August 28, 1950, and recorded in Deeds Liber 230, folio 469 among the Land Records of Allegany County, Maryland, excepting therefrom, however, all that property which was conveyed by Walter G. Minnick et ux to Emery V. Loar et ux by deed dated April 27, 1953, and recorded in Deeds Liber 249, folio 375 among the Land Records of Allegany County, Maryland, reference to which deeds is hereby specifically made for a more particular description of said property.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To Have and to Hold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

DOLLARS

(\$) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as 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

Walter G. Minnick (SEAL)
WALTER G. MINNICK

Anna L. Minnick (SEAL)
ANNA L. MINNICK

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 24th day of May, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Walter G. Minnick and Anna L. Minnick, 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



FILED AND RECORDED JUNE 1st 1954 at 11:55 A.M.

This Mortgage, Made this 29th day of May
in the year Nineteen Hundred and fifty-four, by and between

JOHN W. STAFFORD and ELSIE M. STAFFORD, his wife,

of Allegany County, in the State of Maryland,

part ies of the first part, and

IRVING MILLENSON,

of Allegany County, in the State of Maryland,

part y of the second part, WITNESSETH:

Whereas, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of One Thousand One Hundred Fifty Dollars (\$1,150) which said sum shall be repaid, together with interest thereon at the rate of 6% per annum in monthly installments of \$25.00 each, which installments include both principal and interest, which interest shall be calculated and credited semi-annually, the first of said installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

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

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

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ies of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party y of the second part, his heirs and assigns, the following property, to-wit:

ALL that trace or parcel of ground situated near the Williams Road, in District Number 16, in Allegany County, Maryland, known and designated as part of Read Farm Number One, and particularly described as follows, to wit:

BEGINNING for the same at an iron peg on the east side of a road leading from the Williams Road down Evitts Creek into the Messick Farm, said peg being at the end of a line drawn South sixty-six degrees East eighty-seven feet from a large locust tree on the east bank of Evitts Creek, and running thence, South sixty-six degrees East two hundred and twenty-six feet to a peg, thence North twenty-eight degrees East two hundred feet to a peg, thence North seventy-five degrees West two hundred and ten feet to a peg on the east side of said road, and with said road, South fifty-eight degrees West forty-one feet, South thirty-one degrees West one hundred and thirty-four feet to the beginning.

IT BEING the same property which was conveyed to John W. Stafford et ux, by two deeds (1) from Ida M. Messick, dated December 15, 1926, and recorded in Deeds Liber 155, folio 303, and (2) from Edgar E. Messick et ux, et al, dated July 6, 1928, and recorded in Deeds Liber 158, folio 498 both of which deeds are 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 part ies of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part y of the second part, his executor, administrator or assigns, the aforesaid sum of _____

- - One Thousand One Hundred Fifty Dollars (\$1, 150) - - - - - together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

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

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part ies of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor 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 his assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand One Hundred Fifty (\$1, 150) - - - - - 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 mortgagor s.

Witness:

M. O. Cassial

John W. Stafford [Seal]
JOHN W. STAFFORD

Elsie M. Stafford [Seal]
ELSIE M. STAFFORD

_____ [Seal]

_____ [Seal]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 29th day of May
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 W. STAFFORD and ELSIE M. STAFFORD, 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.



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

Cathy Ann Davis
Notary Public

Compared and
To the original copy
June 7 1954

FILED AND RECORDED JUNE 1st 1954 at 12:10 P.M.

This Mortgage, Made this 1st day of JUNE in the
year Nineteen Hundred and fifty-four by and between
Neal G. Wilson and Georgia J. Wilson, his wife,

_____ of Allegany County, in the State of Maryland, part 1st of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagees.

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 1/2 per cent. per annum, in the manner following:



By the payment of Forty-four & 72/100 ----- (\$44.72) ----- Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

all that lot, piece or parcel of ground lying and being on the Northerly side of Warwick Avenue known and designated as Lot No. 13, Block No. 26 in the Johnson Heights Addition to Cumberland, Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same at a point on the Northerly side of Warwick Avenue at the end of the first line of Lot No. 12, Block No. 26 of said Addition, which point is also South 75 degrees 20 minutes West 100 feet from the intersection of the Westerly side of Greenway Avenue with the Northerly side of Warwick Avenue, and running then with said Warwick Avenue South 75 degrees 20 minutes West 35 feet, then at right angles to Warwick Avenue 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 35 feet to the end of the second line of said Lot No. 12, and then reversing said second line South 14 degrees 40 minutes East 130 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Aron Lazarus, Jr., dated September 27, 1946, which is recorded in Liber No. 215, 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 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 insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

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

Witness, the hands and seals of said mortgagors.

Attest:

[Signature]
Neal G. Wilson (SEAL)
[Signature]
George J. Wilson (SEAL)

(SEAL)

(SEAL)

State of Maryland,
Allegany County, to-wit:

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

Neal G. Wilson and Georgia J. 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.



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

George W. Legge
Notary Public.

Compared and *corrected*
To *Res. H. Legge Atty Atty*
June 7 1954

FILED AND RECORDED JUNE 1st 1954 at 12:20 P.M.

PURCHASE MONEY

This Mortgage, Made this 28th day of MAY in the
year Nineteen Hundred and ~~EBEN~~ Fifty Four by and between

Rose A. Pitzer

of Allegany County, in the State of Maryland,

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

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor, the sum of
Five Thousand Five Hundred (\$5500.00) Dollars,

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

By the payment of Forty Four and 99/100 (\$44.99) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All that lot, piece or parcel of ground situate, lying and being on the southerly side of North Centre Street in the City of Cumberland, Allegany County, Maryland; and being part of Lot No. 18 of Beall's First Addition to the City of Cumberland, a plat of which said addition is recorded in Liber E, Folio 76, 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 point on the southerly side of North Centre Street distant 64.75 feet measured in a westerly direction along the southerly side of North Centre Street from its intersection with the center of the double brick dwelling situated on that part of Lot No. 17 in said addition next to Chestnut Alley, and running then with the southerly side of North Centre Street North 60 degrees 45 minutes West 36 feet to the easterly side of West Alley, then with the easterly side thereof of South 29 degrees 15 minutes West 65 feet to the northerly side of an 8 ft. ^{private} alley, then with the northerly side thereof South 51 degrees 55 minutes East 36.4 feet to intersect a line drawn at right angle to North Centre Street from the point of beginning, and then North 29 degrees 15 minutes East 70.25 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 James N. Willison et al dated August 23, 1952, which is recorded in Liber 244, Folio 218, one of the Land Records of Allegany County, Maryland, and the second of recent date from Henrietta R. Hull et vir which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

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

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

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

The said mortgagor hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that she will execute such further assurances as may be requisite.

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

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

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

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

And the said mortgagor, further covenant s to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand Five Hundred (\$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 mortgagor, as additional security for the payment of the indebtedness hereby secured, do es hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor, for herself and her heirs, personal representatives, do es 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 mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, her heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor

Attest:

William H. Harman

Rose A. Pitzer (SEAL)

ROSE A. PITZER

(SEAL)

(SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 28th day of May
in the year nineteen hundred and ~~XXXX~~ Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Rose A. Pitzer, (divorced)

the said mortgagor herein and ~~she~~ acknowledged the foregoing mortgage to be her act
and deed; and at the same time before me also personally appeared George W. Legge,
Attorney and agent for the within named mortgagee and made oath in due form of law, that the
consideration in said mortgage is true and bona fide as therein set forth, and did further make oath
in due form of law that he had the proper authority to make this affidavit as agent for the said



my hand and Notarial Seal the day and year aforesaid.

Howard C. Labrey
Notary Public

FILED AND RECORDED JUNE 1st 1954 at 12:20 P.M.

This Mortgage, Made this 10th day of MARCH in the
year Nineteen Hundred and fifty- four 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 ~~XXXXXXXXXXXXXXXXXXXX~~ 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
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 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



George W. Legge, Attorney at Law, Allegany County, Maryland

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 Emanuel 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 mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Ten Thousand (\$10,000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of 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 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 ~~XXXXXX~~

Virgil Bishop ~~XXXXXX~~
VIRGIL BISHOP, PRESIDENT
Samuel 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 - four _____ 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,

the said mortgagors herein and he acknowledged the foregoing mortgage to be ~~XXXXXX~~ its corporate
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 Mailed *14 June 54*
 T. M. Gage *Handwritten* *111 Single City*

FILED AND RECORDED JUNE 2nd 1954 at 9:10 a.m.

This Mortgage, made this 1st day of May, 1954, in the year Nineteen Hundred and fifty-four, by and between

Raymond L. Donahue, widower,

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

Howard T. Carolan and Mary A. Carolan, 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, parts of the second part, witnesseth:

WHEREAS, the said Mortgagor is justly and bona fide indebted and the said Mortgagees in the full sum of Thirteen Hundred (\$1300.00) Dollars, which said indebtedness is payable three years after date hereof, together with the interest thereon at the rate of Five per centum (5%) per annum, interest to be computed and paid quarterly 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 Mortgagor do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that piece or parcel of ground located near Schade's Lane, Allegany County, Maryland, containing thirteen acres, more or less, and which property is more particularly described as follows:

BEGINNING for the same at the end of the second line of a lot or parcel of ground conveyed to Lawrence C. Cessna, et ux, by Maurice M. Stegmaier, et ux, by deed dated May 14, 1940, and recorded in Liber 219, fo 10-36, one of the Land Records of Allegany County, Maryland, and running thence in a southerly direction and with a line parallel to Schade's Lane, 630 feet, more or less, to intersect the division line between the Schlund property and the Stegmaier property, and still in a southerly direction to the corner formed by the Stegmaier farm and Carder property; thence with the outlines of the Stegmaier property and in a southeasterly direction 400 feet, more or less, to Schade's Lane; thence with Schade's Lane and in a northeasterly direction, 1900 feet, more or less to the end of the third line of the aforesaid Cessna deed, and thence reversing said third line of said Cessna deed, North 45 degrees West 200 feet, more or less, to the beginning.

It being the same property which was conveyed unto the said Mortgagor by Howard T. Carolan and Mary A. Carolan, his wife, by deed dated the 1st day of May, 1954, and to be duly filed for record among 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 shall pay to the said Mortgagee the aforesaid

Thirteen Hundred (\$1300.00) Dollars, - - - - -

and in the meantime 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 Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant s 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 Cumberland, Allegany County, Maryland - - - - - If not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

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

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least Thirteen Hundred (\$1300.00) 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 their 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 of said Mortgagor

Attest:

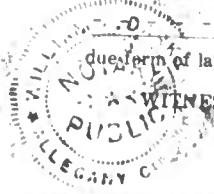
John F. Robinson Raymond L. Donahue (SEAL)
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: Raymond L. Donahue (SEAL)

I hereby certify that on this 7 day of June, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Raymond L. Donahue, widower,

the within named Mortgagor, and acknowledged the foregoing mortgage to be his act and deed. And at the same time, before me, also personally appeared Howard T. Carolan Mary A. Carolan, his wife,

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

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



M. A. Backey
Notary Public

Compared and Made True
To Earl E. Mangus City Clerk
June 7 54

FILED AND RECORDED JUNE 2nd 1954 at 10:20 A.M.

This Mortgage, Made this 7th day of June in the year Nineteen Hundred and Fifty-FOUR, by and between Hilda M. Stewart, widow,

of Allegany County, in the State of Maryland party of the first part, and Gladys L. Brooks



of _____ Allegany County, in the State of Maryland

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 Two Hundred twenty-five (\$225.00) Dollars, and which said sum shall bear interest at the rate of six per cent (6%) per annum; and which said principal sum and interest shall be repaid in equal monthly installments of Fifteen (\$15.00) Dollars; the first of which said monthly payments shall become due and payable one month from the date hereof and monthly thereafter until fully paid, and out of which said monthly payment first shall be computed and deducted the interest and the balance shall be applied to the reduction of the principal sum; with the right reserved unto the Party 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 Hilda M. Stewart, widow,

do es _____ give, grant, bargain and sell, convey, release and confirm unto the said Gladys L. Brooks, her

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

ALL those lots or parcels of ground situate on the northwesterly side of Yale Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 10, 11, and 12, in Block M, in Bellevue Addition to Cumberland, and particularly described as follows, to-wit:

BEGINNING for the same on the northwesterly side of Yale Street at the end of the first line of Lot No. 9 of said block; and running thence with the northwesterly side of said Street, south 22 degrees 30 minutes west 75 feet; thence at right angles to said street, north 57 degrees 30 minutes west 110 feet to the south-easterly side of a 20-foot alley; and with it, north 32 degrees 30 minutes east 75 feet to the end of the second line of said Lot No. 9; thence reversing said second line, south 57 degrees 30 minutes east 110 feet to the place of beginning.

THE AFORESAID PROPERTY is the same property conveyed by John H. Stitner, et ux, to Harris E. Judy by deed dated June 19, 1923, and recorded in Liber No. 143, folio 540, one of the Land Records of Allegany County, Maryland, and subsequently having been devised by the said Harris E. Judy to his wife, Cora M. Judy, by his last will and Testament, dated September 4, 1936, admitted to probate by the Orphans' Court for Allegany County, Maryland, on January 14, 1938, and recorded in Liber S, folio 34, one of the Wills Records in the Office of the Register of Wills for said County; and

THE AFORESAID PROPERTY is also the same property which was devised by Cora M. Judy, widow, to her daughter, Hilda M. Stewart; her grandson, Leo R. Barker; and her granddaughter, Mrs. Cleo O. Brown, subsequently divorced and now intermarried with Darrell F. Beaver, share and share alike, by her Last Will and Testament, said will dated July 22, 1946, and duly admitted to probate by the Orphans' Court for Allegany County, Maryland, on May 16, 1950, and recorded in Liber W, folio 549, one of the Wills Records in the Office of the Register of Wills for Allegany County, Maryland, and the share so devised to Leo R. Barker having been subsequently conveyed by deed dated the 1st day of October, 1951, by Leo R. Barker and Wanda E. Barker, his wife, to Hilda M. Stewart, and which said deed is recorded among the Land Records of Allegany County, Maryland, in Liber No. 236, folio 544; and the share so devised to Cleo O. Brown having been subsequently conveyed by deed dated the 8th day of May, 1951, by Cleo O. Beaver and Darrell F. Beaver, her

husband, to Hilda M. Stewart, and which said deed is of record among the Land Records of Allegany County, Maryland, in Liber No. 296, folio 548; a specific reference to said deeds and wills is hereby made for a full and particular description of the land hereby conveyed.

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

Provided, that if the said Hilda M. Stewart, her

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

Glady L. Brooks, her

executors, administrator or assigns, the aforesaid sum of
Two Hundred Twenty-five (\$225.00) 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

Hilda M. Stewart

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 Hilda M. Stewart

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

Glady L. Brooks, her

heirs, executors, administrators and assigns, or Earl B. 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 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

Hilda M. Stewart, 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 Hilda M. Stewart

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 her

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

Two Hundred Twenty-five (\$225.00) - - - - - 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, 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 hand and seal of said mortgagor:

Attest:

Hilda M. Stewart [SEAL]
Hilda M. Stewart

State of Maryland,
Allegany County, in-wit:

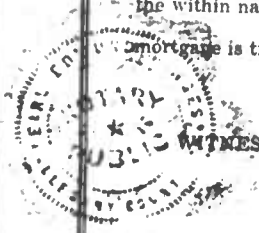
I hereby certify, That on this 17th day of May

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 Hilda M. Stewart, widow,

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

Gladys L. Brooks

the within 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.

Gladys L. Brooks
Notary Public.

Concord, Md
Midge City
June 57

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

Purchase Money
This Mortgage, Made this 1st day of
June in the year nineteen hundred and fifty-four, by and between

Richard Oswald Clingerman and Mernie Elizabeth Clingerman, 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

Richard Oswald Clingerman and Mernie Elizabeth Clingerman, 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 31x (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

Richard Oswald Clingerman and Mernie Elizabeth Clingerman, 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 the following described real estate situated and located in Allegany County, Maryland, to-wit:

All that certain tract of land lying on the East side of the McMullan Highway, near Dansville, in Allegany County, Maryland, beginning for the same at a post in the second original line of the tract of which this is a part, where the same intersects the East boundary line of the McMullan Highway (U.S. Route No. 220), and running thence with a fence, reversing a portion of said line by original call, South 44 degrees 33 minutes East 400 feet to an iron stake in said line thence making new division lines (Continued Vernier Reading) South 44 degrees West 150 feet to another iron stake; thence North 44 degrees West 150 feet to another iron stake; thence North 44 degrees 33 minutes West 400 feet to another iron stake in the road line first above mentioned; thence with said line, North 44 degrees East 150 feet to the place of the beginning. Containing 1.35 acres, by calculation.

It being the same property which was conveyed unto the said Mortgagors by Lewis E. Harris and wife, by deed dated the 19th day of May, 1954, and to be duly filed for record among the Land Records of Allegany County.

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

TO HAVE AND TO HOLD the 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:

Richard Oswald Clingerman
Richard Oswald Clingerman

Lucy Ann Smith

Mernie Elizabeth Clingerman (SEAL)
Mernie Elizabeth Clingerman

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this *1st* day of *June* 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 Richard Oswald Clingerman and Mernie Elizabeth Clingerman, 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

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



Geo. A. Piper

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

This Mortgage, Made this 28TH day of

May in the year nineteen hundred and fifty-four, by and between Robert P. Barnhill and Ethel S. Barnhill, 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

Robert P. Barnhill and Ethel S. Barnhill, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Four Thousand (\$4,000.00) 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 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

Robert P. Barnhill and Ethel S. Barnhill, 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, situate on Columbia Street, in the City of Cumberland, Allegany County, Maryland, it being a part of the land conveyed in a deed from Alfred Wilmoth and wife to William Donahoe, bearing date April 6, 1888, and recorded in Liber T. L. No. 65, folio 233, of the Land Records of Allegany County and being part of Lots Nos. 3 and 4 of the Sub-division of the Real Estate of Michael C. Sprigg, fronting on the North side of Columbia Street and running back to a private alley and described as follows:

BEGINNING for the part of said lots hereby conveyed on the North side of Columbia Street at the Southeast corner of Lot No. 3, it being also at the Southwest corner of the lot now owned by Austin A. Wilson, and running thence with Columbia Street, North 64 1/2 degrees West 71 feet to the beginning of that lot or parcel of land which was conveyed to Edwin F. Ash by William Donahoe and wife, by deed dated February 12, 1904, and recorded in Liber J.W.Y. No. 94, folio 439, of the Land Records of said County, and running thence with the first line thereof, North 32 degrees and 35 minutes East 122 feet to an alley, and with it, South 57 degrees and 25 minutes East 52-3/10 feet, South 32 degrees and 35 minutes West 8 feet, South 57 degrees and 25 minutes East 18 feet to said Wilson lot, and with it, South 32 degrees and 35 minutes West 104-3/4 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Lawrence A. Haslbeck and wife, by deed dated



December 24th, 1946, and duly recorded among the Land Records of Allegany County in Liber No. 212, folio 687.

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

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

Robert P. Barnhill (SEAL)
Robert P. Barnhill

Thomas L. Keech

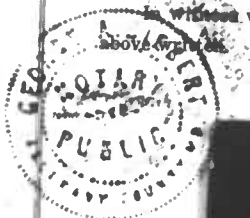
Ethel S. Barnhill (SEAL)
Ethel S. Barnhill

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 22nd day of May 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

Robert P. Barnhill and Ethel S. Barnhill, 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



Bea A. Siebert
Notary Public

Compared and read before me
T. Metzger City
June 7 1954

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

THIS MORTGAGE, Made this 22nd day of May, 1954,

by and between James E. Allen and Ellen M. Allen, his wife, of the first part, sometimes hereinafter called the Mortgagors, and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Trustee for Bess R. Buchanan U/T/A dated July 11, 1949, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the Mortgagee in the full and just sum of Twenty-Four Hundred Seventy-Five (\$2475.00) 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 30th day of June, 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 James E. Allen and Ellen M. Allen, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and convey unto the said The Liberty Trust Company, Trustee for Eess R. Buchanan U/T/A dated July 11, 1949, its successors or assigns, the following property, to-wit:

All that Northerly portion of Lot No. 8 of Amelle Acres Addition, situated near the Village of Cresaptown, in Election District No. 7 of Allegany County and State of Maryland, and which said part of Lot No. 8 is described as follows, to-wit:

BEGINNING for the same at a point along the Westerly side of Harold Drive distant 45 feet on the first line of the original Lot No. 8 of said Addition, just North of the McMullen Highway and being the Northerly portion of Lot No. 8 in Amelle Acres Addition developed by the Lazarus Realty Company of Cumberland, Maryland, and running thence with part of the first line thereof, it being also along and with the Westerly side of Harold Drive, North 11 degrees 50 minutes West 55 feet to the end of the first line thereof, thence with the second line thereof, it being at right angles to Harold Drive, South 87 degrees 10 minutes West 195 feet to the end of the second line, thence with part of the third line thereof, South 16 degrees 30 minutes East 55.4 feet, thence crossing the whole Lot No. 8 of said Addition, North 87 degrees 10 minutes East 193 feet to the place of beginning. All course refer to the Magnetic Meridian and all measurements are horizontal. A Plat of said Addition is filed in Map Case Box 97, one of the Land Records of Allegany County, Maryland.

It being the same property which was conveyed unto the said Mortgagors by Carl Gustafson and wife, by deed dated September 26, 1941, and recorded in Liber 191, folio 389, 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 or 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 Twenty-Four Hundred Seventy-Five (\$2475.00) 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 herein described.

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any 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 Twenty-Four Hundred Seventy-Five (\$2475.00) 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:

Samuel Morgan Smith

James E. Allen (SEAL)
James E. Allen

Ellen M. Allen (SEAL)
Ellen M. Allen

STATE OF MARYLAND
 COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 25th day of May, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared James E. Allen and Ellen M. Allen, 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.



John A. MacKey
 Notary Public

For value received The Liberty Trust Company of Cumberland, Maryland, Trustee for Bess R. Buchanan 2/17/44 dated July 11, 1949, 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 Secretary, this - day of - 1954.

*Attest: Hugh S. Shires
 Notary Secretary*

*The Liberty Trust Company
 of Cumberland, Maryland
 John J. Robinson
 Vice President*

*Compared and seen
 T. Leo H. Legg Atty City
 June 7 54*

FILED AND RECORDED JUNE 2nd 1954 at 2:50 P.M.

PURCHASE MONEY

This Mortgage, Made this 1st day of June in the year Nineteen Hundred and ~~Forty~~ Fifty-four by and between James W. Welton and Catherine A. Welton, his wife, of Allegany County, in the State of Maryland part 1st 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 Five Hundred Fifty & 00/100 - - - (\$6550.00) - - - - - Dollars, which said sum the mortgagors agree to repay in instalments 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-three & 58/100 - - - (\$53.58) - - - - - 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 near Narrows Park about two and one fourth miles westwardly of the City of Cumberland, in Allegany County, Maryland, comprising the whole of Lot Number Three and the southeasterly one half of Lot Number two, in Narrows Park First Addition to Cumberland, as laid off by The Buchanan Deal Real Estate Company, and particularly described as follows, to-wit:

Beginning for the same on the northeasterly side of Park Avenue at a point distant South thirty nine degrees East sixty feet from the intersection of the southeasterly side of First Street with the northeasterly side of Park Avenue and running then with the northeasterly side of Park Avenue, South thirty nine degrees East sixty feet, then North fifty one degrees East one hundred and thirty two and nine tenths feet to an alley fifteen feet wide, then with said side of said alley, North thirty eight degrees and eighteen minutes West sixty and five one thousandths feet, then South fifty one degrees West one hundred and thirty three and seven tenths feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first by deed of Claude T. Jett, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

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

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

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

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

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

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

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George H. 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, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Five Hundred Fifty & 00/100 - - (\$6550.00) - 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, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest:

William H. Harman

James W. Welton (SEAL)
 James W. Welton

Catherine A. Welton (SEAL)
 Catherine A. Welton

(SEAL)

(SEAL)

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 1st day of JUNE

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

James W. Melton and Catherine A. Melton, 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 Valid Copy
 J. L. Richards Atty
 June 9 1954

FILED AND RECORDED JUNE 3rd 1954 at 9:00 A.M.

This Mortgage, Made this 2nd day of June

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

Clarence Fansler and Millie Fansler, 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
THIRTY-FIVE HUNDRED Dollars,
 which said sum the mortgagors agree to repay in installments with interest thereon
 from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of FORTY 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 of that tract or parcel of land situated in Potomac Park Addition in Election District No. 6 in Allegany County, State of Maryland, as shown on the Map of Potomac Park Addition which Map is filed among the Land Records of Allegany County, Maryland, in Map Case Box 33, which parcel of land is marked "Reserved" and is in Block No. 7 on said Map and is bounded on the Northerly side by Avenue D, on the Easterly side by Avenue F, and on the Southerly and Westerly side by an unnamed street to which said Map special reference is hereby made for a more full and complete description of the property hereby conveyed.

Excepting, however, the Southeasterly portion of the above described land which was heretofore conveyed away by Weeley A. McGraw and Mary C. McGraw, his wife, unto James E. Shadwell, et ux., by deed recorded among the Land Records of Allegany County, Maryland, in Liber 221, folio 369, to which said deed special reference is hereby made for a complete description of the portion conveyed as aforesaid.

This being a part of the same land which was conveyed by Weeley A. McGraw and Mary C. McGraw, his wife, unto the said Clarence Faneler and Millie Faneler, his wife, by deed of even date and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein.

The portion remaining and which is hereby conveyed contains about 313 acres and is now improved by a one story frame dwelling house consisting of four rooms. The purpose of this loan is to purchase the above described property and to improve the said dwelling house by adding a room and bath, full basement, asbestos siding and roofing and improvements in the kitchen and all loan funds will be used for the purpose of purchasing the property and making said improvements as aforesaid and in that sense this is a purchase money mortgage.

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 mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

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

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

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

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

AND the said mortgagor s, their heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

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

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

Attest:

Rosalie A. Crabtree

Clarence Fangler (SEAL)

Willie Fangler (SEAL)

Milha Fangler (SEAL)

(SEAL)

State of Maryland,
Allegany County, to-wit:

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

Clarence Fansler and Millie Fansler, 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.

Roscoe A. Crabtree
Notary Public.

Compared and seen 8
by Geo. H. Leger Atty City
June 7 54

FILED AND RECORDED JUNE 2nd 1954 at 2:50 P.M.

This Mortgage, Made this 2ND day of JUNE in the
year Nineteen Hundred and fifty -four by and between

John A. Kelley and Betty Ruth Kelley, 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
Eleven Thousand Five Hundred & 00/100 - - - - (\$11,500.00) - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Seventy-two & 80/100 - - - (\$72.80) - - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the 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 or parcels of land situated on Hill Top Division in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 1 and 2 of Block No. 9 in the Cumberland Heights Addition to Cumberland, and described as follows, to-wit:

Lot No. 1, Block No. 9: Beginning for the same at the intersection of the southeasterly side of Hill Top Drive with the southwesterly side of Talbot Street, and running then with the southeasterly side of said Hill Top Drive by a curve to the left of 264.9 feet radius (tangent to which bears South 53 degrees 26 minutes West) for a distance of 52.86 feet, then with part of the radius of said curve South 48 degrees East 130 feet to an alley and with it by a curve to the right of 134.9 feet radius (tangent to which bears North 42 degrees East) for a distance of 26.92 feet to the southwesterly side of said Talbot Street and with it North 36 degrees 34 minutes West 130 feet to the place of beginning.

Lot No. 2, Block No. 9: Beginning for the same at a point on the southeasterly side of Hill Top Drive at the end of the first line of Lot No. 1, Block No. 9 in said addition, and running then with said Hill Top Drive by a curve to the left of 264.9 feet radius (tangent to which bears South 42 degrees West) for a distance of 52.86 feet, then with part of the radius of said curve South 59 degrees 26 minutes 30 seconds East 130 feet to an alley and with it by a curve to the right of 134.9 feet radius (tangent to which bears North 30 degrees 33 minutes 30 seconds East) for a distance of 26.92 feet to the end of the second line of said Lot No. 1 in said addition and then reversing said second line North 48 degrees West 130 feet to the place of beginning.

Being the same property which was conveyed unto the said John A. Kelley by deed of Louis Weber and Mamie R. Weber, his wife, dated the 22nd day of May, 1950 and recorded in Liber No. 229, folio 297 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 Eleven Thousand Five Hundred & 00/100 - - - (\$11,500.00) - - - 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 hand and seal of said mortgagors.

Attest:

 John A. Kelley (SEAL)
John A. Kelley
 (SEAL)
Betty Ruth Kelley
(SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 2nd day of JUNE
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. Kelley and Betty Ruth Kelley, 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.

Allegany County
June 7 1954

FILED AND RECORDED JUNE 3rd 1954 at 9:40 A.M.
THIS MORTGAGE, Made this 2nd day of June, 1954.

by and between JOSEPH M. SCHAIDT and ETHEL P. SCHAIDT, 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 Eight Hundred (\$3,800.00) Dollars,
with interest from date at the rate of five (5%) per cent per annum,
and which said sum the said parties of the first part covenant and
agree to pay in equal monthly installments of Fifty Three Dollars
and Seventy One Cents (\$53.71) on account of interest and principal,
payments to begin on the 2nd day of July, 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:

ALL that certain piece or parcel of land lying near Oldtown, in Allegany County, Maryland, more particularly bounded and described as follows:

BEGINNING at a planted stone an original corner and southeast corner to the Old Church Lot and running thence with lines of said Lot N. 60 degrees west 9 poles to a stone, thence S. 32 degrees west 11.6 poles to a stone at the Northwest corner of said Church Lot, thence N. 51 degrees west 28 poles to a stone, and running thence across the tract or parcel of which this is a part N. 31 degrees 30 minutes east 13.8 poles to a stone on the south side of the concrete Highway, thence along the South side of said Highway S. 51 degrees 30 minutes East 37.3 poles to a stone on the south side of said Highway, thence S. 32 degrees west 1.3 poles to the beginning; containing two and one-half acres more or less.

It being the same property conveyed to the said Joseph M. Schaidt and Ethel P. Schaidt, his wife, by Harry R. Miller and Rose C. Miller, his wife, by deed dated the 15th day of July, 1942, and recorded in Liber No. 194, folio 41, 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 party of the second part, its successors or assigns, the aforesaid sum of Three Thousand Eight Hundred (\$3,800.00) 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 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

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:

ALL that certain piece or parcel of land lying near Oldtown, in Allegany County, Maryland, more particularly bounded and described as follows:

BEGINNING at a planted stone an original corner and southeast corner to the Old Church Lot and running thence with lines of said Lot N. 60 degrees west 9 poles to a stone, thence S. 32 degrees west 11.6 poles to a stone at the Northwest corner of said Church Lot, thence N. 51 degrees west 28 poles to a stone, and running thence across the tract or parcel of which this is a part N. 31 degrees 30 minutes east 13.8 poles to a stone on the south side of the concrete Highway, thence along the South side of said Highway S. 51 degrees 30 minutes East 37.3 poles to a stone on the south side of said Highway, thence S. 32 degrees west 1.3 poles to the beginning; containing two and one-half acres more or less.

It being the same property conveyed to the said Joseph M. Schaldt and Ethel P. Schaldt, his wife, by Harry R. Miller and Rose C. Miller, his wife, by deed dated the 15th day of July, 1942, and recorded in Liber No. 194, folio 41, 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 party of the second part, its successors or assigns, the aforesaid sum of Three Thousand Eight Hundred (\$3,800.00) 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 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 such 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, out no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Three Thousand Eight Hundred (\$3,800.00) 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:

Joseph M. Schaidt (SEAL)
Joseph M. Schaidt

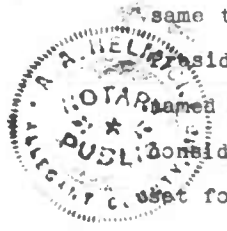
H. Chandie

Ethel P. Schaidt (SEAL)
Ethel P. Schaidt

STATE OF MARYLAND

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 2nd day of June, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOSEPH M. SCHAIDT and ETHEL P. SCHAIDT, 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 Mailed *correct*
T. Metzger City
July 19 1954

FILED AND RECORDED MAY 24th 1954 at 12:05 P.M.

THIS MORTGAGE, Made this *24th* day of *May*, in the year Nineteen Hundred and Fifty Four, by and between Robert E. Bernard, Jr., and Josephine W. Bernard, his wife, 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, party of the second part, all of Allegany County, in the State of Maryland, 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 Eight Hundred Dollars (\$10,800.00), this day loaned the parties of the first part, which principal sum, with interest at 5% per annum, is to be repaid by the parties of the first part to the party of the second part in payments of not less than One Hundred Fifteen Dollars (\$115.00) 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, the following property, to wit:

All that lot or parcel of ground situated and lying in or near the City of Cumberland, in Allegany County, Maryland, known and designated as Lot No. 3, in "The Wingle", an Addition to the City of Cumberland, a plat of which said Addition is recorded in Liber No. 111, one of the Land Records of Allegany County, Maryland, said lot being more particularly described as follows, to wit:

BEGINNING at a point on the Southerly side of Buckingham Road at the end of the first line of Lot No. 2, and running thence with the Southerly side of said Road, South 57 degrees 55 minutes West 100 feet; thence South 32 degrees 5 minutes East 160 feet to the Northerly side of Greene Street Road; thence with the Northerly side of said last named Road, North 42 degrees 23 minutes East 37.6 feet; North 48 degrees 50 minutes East 70 feet to the end of the second line of the aforesaid Lot No. 2; and with said second line reversed, North 38 degrees 5 minutes West 180.5 feet to the

beginning.

It being the same property which was conveyed unto the parties of the first part herein by Alvin B. Storey and Winnifred I. Storey, his wife, by deed dated the *19th* day of *May*, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage. It being also the same property which was conveyed unto the said Alvin B. Storey and Winnifred I. Storey, his wife, by Charles E. Metz and Maggie V. Metz, his wife, by deed dated the 18th day of February, 1945, and recorded in Liber No. 203, folio 44, one of the Land Records of Allegany County, Maryland, excepting however, a narrow strip of land binding on Greene Street Road which was conveyed by Charles E. Metz and wife to the State of Maryland, use of State Roads Commission, by deed dated June 18, 1934, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 172, folio 7.

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 Eight Hundred Dollars (\$10,800.00), 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 *George R. Hughes, Jr.*, 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 monies 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 thousand Dollars (\$20000⁰⁰), 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.

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

Witness the hand and seal of said mortgagors.

Attest:

[Handwritten signatures]

Robert E. Barnard, Jr. (seal)
Robert E. Barnard, Jr.

Josephine W. Barnard (seal)
Josephine W. Barnard

STATE OF MARYLAND

TO WIT:

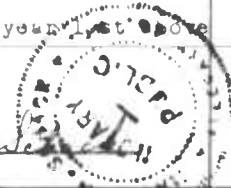
ALLEGANY COUNTY

I HEREBY CERTIFY, That on this *24* day of *May*, 1954, before me, the subscriber, a Notary Public of the State of Maryland

In and for the County aforesaid, personally appeared Robert S. Bernard, Jr., and Josephine W. Bernard, 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 *John H. Mosner, Cashier of* the within named mortgagee, and made oath in the form of law, 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.

Mabel A. [Signature]
Notary Public



Compared and Mailed *[Signature]*
To *Mtgo City*
June 28 1954

FILED AND RECORDED JUNE 4th 1954 at 3:10 P.M.

This Mortgage. Made this 4th day of June, 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 Ten Thousand (\$10,000.00) 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 monthly, 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. 4, in Allegheny County, Maryland, on the westerly side of Bedford Road, about 2 1/2 miles from the City of Cumberland, Maryland, which was conveyed by T. Howard Gosorn et ux to William E. Bolfer et ux by deed dated December 24, 1934, and recorded in Liber No. 172, folio 31, and in the Land Records of Allegheny County, Maryland; being also the same property conveyed by Amanda L. Valentine et al to T. Howard Gosorn, containing about 7 1/2 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 E. Bolfer et ux, for about 3.7496 acres, dated July 3, 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 successor 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 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 successor or assigns, the aforesaid sum of - - - Ten Thousand (\$10,000.00)- - - - - 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 theretofore 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— - - - - 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 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 Mortgagor

Attest:

William C. Dudley

William E. Kniseley (SEAL)
William E. Kniseley
Erma L. Kniseley (SEAL)
Erma L. Kniseley.

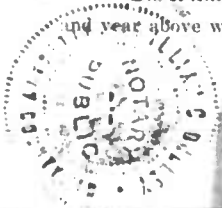
State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 4th day of June, 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 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 sworn Delivered &
To Geo. H. Legge Atty. Gen.
June 29 1954

FILED AND RECORDED JUNE 4 1954 at 12:30 P.M.

This Mortgage. Made this 30th day of JUNE in the
year Nineteen Hundred and fifty-four by and between
Frank J. Greco and Laura L. Greco, his wife,

of Allegany County, in the State of Maryland, part 1st of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousand Six Hundred Seventy-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 4 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-five & 76/100 Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All that lot, piece or parcel of ground lying and being on the southerly side of Water Street known and designated as part of Lot Nos. 9 and 10 in Frostburg Coal Company's First Addition to the Town of Frostburg, Maryland, and an unnumbered parcel of ground northerly thereof, a plat of which said addition is recorded in Liber No. 10, folio 252, 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 the corner of the stone wall on the south side of Water Street, it being the northeast corner of Lot No. 9 of Frostburg Coal Company's First Addition to the Town of Frostburg, Maryland, it being also North 12 degrees 45 minutes West 30.00 feet from the most northeast corner of the dwelling house as now located on the herein described property, and running then (Magnetic meridian and horizontal distances used throughout. Samuel T. Walker C. E.) with an old fence line South 25 degrees 08 minutes East 92.00 feet to a stake; then South 82 degrees 35 minutes West 71.00 feet to a stake on an old fence line, then with said line North 1 degree 37 minutes West 92.00 feet to the south side of aforementioned Water

Street; and then with the south side of said Water Street North 88 degrees 35 minutes East 34.00 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Joseph Lyons et ux, of recent date, and by confirmatory deed of Angela Brady of recent date, both of which deeds are intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

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

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

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

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

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

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

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

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

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

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

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Six Hundred Seventy-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 hand and seal of said mortgagors

Attest:

Frank J. Greco [SEAL]
 Frank J. Greco
Laura L. Greco [SEAL]
 Laura L. Greco

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 3rd day of JUNE
 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 J. Greco and Laura L. Greco, 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
 Notary Public.

Compared and Mailed *correct*

To *Geo. Searp 1226 Liberty St*
June 29 54

LIBER 305 PAGE 82

FILED AND RECORDED JUNE 4th 1954 at 1:40 P.M.

This Mortgage. Made this 11th day of May
in the year Nineteen Hundred and Fifty -FOUR, by and between

George B. Sarp and Ronelda M. Sarp, his wife,

of Allegany County, in the State of Maryland

partes of the first part, and The Board of Trustees of Chapel Hill Lodge
No. 53, Independent Order of Odd Fellows,

of Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, The said Mortgages are justly and bona fide indebted
into the said Mortgage in the full sum of Seven Hundred (\$700.00)
Dollars, which said indebtedness, together with the interest thereon
at the rate of Five Per Centum (5%) per annum, is to be repaid within
one (1) year from the date hereof. The said Mortgages hereby covenant
and agree to make payments of not less than Fifty (\$50.00) Dollars,
every three months, on account of the principal indebtedness and interest
as herein stated, the interest to be computed at the rate aforesaid
and deducted from said payments and the balance thereof after deduct-
ing the interest, shall be credited to the principal indebtedness.

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 George B. Sarp and Ronelda M. Sarp,

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

The Board of Trustees of Chapel Hill Lodge No. 53, Independent Order
of Odd Fellows, their

heirs and assigns, the following property, to-wit: All that lot or parcel of ground
situated on the southerly side of Humbird Street, in the City of Cumber-
land, Allegany County, Maryland and designated as Lot No. 293 on the
plat of the Humbird Land and Improvement Company and more particularly
described as follows, to-wit:

Beginning for the same on the southerly side of Humbird Street at
the end of the first line of Lot No. 292 of said Addition and running
thence with said Humbird Street, South 53 $\frac{1}{2}$ degrees East 30 feet, thence
South 36 $\frac{1}{2}$ degrees West 125 feet to an

South 76 1/2 degrees West 175 feet to an alley and with said alley, North 43 1/2 degrees West 30 feet to the end of the Second Line of Lot No. 292, and with said second line reversed, North 36 1/2 degrees East 120 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagor by Rev. Peter M. Little, widow, by deed dated October 1, 1847 and duly recorded among the Land Records of Allegany County, Maryland.

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

Provided, that if the said Mortgagors

heirs, executors, administrators or assigns, do and shall pay to the said Mortgagee, its executor, administrator or assigns, the aforesaid sum of

SEVEN HUNDRED (\$700.00) DOLLARS

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

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, their

heirs, executors, administrators and assigns, or 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 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 mortgagor their representatives, heirs or assigns.

And the said Mortgagors

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

assigns, the improvements on the hereby mortgaged land to the amount of at least
ONE THOUSAND 00/100 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 mortgagee, its 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

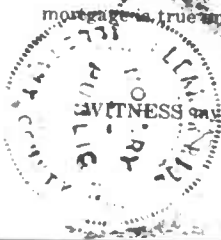
Attest:

George B. Sapp [SEAL]
George B. Sapp

Ronelda M. Sapp [SEAL]
Ronelda M. Sapp

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 11th day of May
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 B. Sapp and Ronelda M. Sapp, his wife,
and each acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared George H. Tederick,
Agent for the Board of Trustees of Chapel Hill Lodge No. 53,
Independent Order of Old Fellows, Cumberland, Maryland
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.



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

George H. Tederick
Notary Public.

Compared and Mailed ~~Delivered~~

LIBER 305 PAGE 85

To *Mtze City*
June 21 10 54

FILED AND RECORDED JUNE 4" 1954 at 11:10 A.M.

This Mortgage, Made this 3rd day of

June, in the year nineteen hundred and Fifty Four, by and between James C. Smith and Minnie P. Smith, 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 Nine Hundred (2,900.00) 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 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 and lying in or near the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 22, in the Cumberland Improvement Company's Eastern Addition to Cumberland, and more particularly described as follows:

Beginning at the end of the first line of Lot No. 28, and running thence with the East side of Marion Street, South 1 degree and 6 minutes West 40 feet; thence South 88 degrees and 54 minutes East 120 feet to a 14 foot alley; thence with the West side of said alley, North 1 degree and 6 minutes East 40 feet to the end of the second line of Lot No. 28; thence reversing said second line, North 88 degrees 54 minutes West 120 feet to the place of beginning.

Being the same property conveyed by Albert H. Northcraft, widower, to the said James C. Smith et ux by deed dated August 11, 1947, and recorded in Liber No. 216, folio 496, 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 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 - - Two Thousand Nine Hundred (\$2,900.00) - - 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 Nine Hundred (\$2,900.00)- - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other 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

James C. Smith (SEAL)
James C. Smith.
Minnie P. Smith (SEAL)
Minnie P. Smith.

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 3rd day of June, 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

James C. Smith and Minnie P. Smith, 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 [unclear] To Mtg. Bd. Bedford City June 28 54

FILED AND RECORDED JUNE 4th 1954 at 11:10 A.M.

This Mortgage, Made this 3rd day of June, in the year Nineteen Hundred and Fifty Four, by and between

Herman M. Heller and Edith V. Heller, his wife,

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

John Homer Cordry and Rosalie L. Cordry, his wife,

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

Whereas, the parties of the first part are 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 Eight Hundred (\$4,800.00) Dollars for which they

... note of one dollar here with payable with interest at the
... of the principal and interest of said note
... years.

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

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

lands and assigns, the following property, to-wit: All that one or more acres of ground
... on a plat of subdivided land and Improvement Company's Addition to the
... of Maryland, Allegany County, Maryland, which is more particularly described
as follows, to-wit:

Beginning for the same on the North side of Elder Street,
... of the first line of Lot No. 110, and running thence with said Street,
... degrees East 30 feet; thence North 36 1/2 degrees East 125 feet to an alley;
and with it, North 53 1/2 degrees West 30 feet to the end of the second line of Lot
No. 110; and with it reversed, South 36 1/2 degrees West 125 feet to the beginning.

Being the same property conveyed by Paul Stanley Price
et ux to the said Herman M. Heller 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 the purchase price for said property. 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
parties of the second part, their
executor, administrator or assigns, the aforesaid sum of

Four Thousand Eight Hundred (\$4,800.00) 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 Wilbur V. Wilson, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

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

parties of the first part, their

heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the 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

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 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:

Jayne Loretta Darsy

Herman M. Heller [SEAL]
Herman M. Heller.

Jayne Loretta Darsy

Edith V. Heller. [SEAL]
Edith V. Heller

State of Maryland,
Allegany County, to-wit:

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

Herman M. Heller and Edith V. Heller, his wife,

and acknowledged the foregoing mortgage to be their

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

Wilbur V. Wilson, Agent of

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



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

James J. Tunemaster
Notary Public.

Compared and Mailed Received &

To *James A. Annett Atty.*
one Washington St. Wash.
June 28 1954

FILED AND RECORDED JUNE 5th 1954 at 10:55 A.M.

This Mortgage, Made this 3rd day of JUNE

in the year Nineteen Hundred and 1954, by and between

WILLIAM W. AND MARGARET M. WATTS, HIS WIFE,

of Allegheny County, in the State of Maryland

part 1st of the first part, and WILLIAM W. WOOD and FRANCIS WOOD, HIS WIFE,

of Allegheny County, in the State of Maryland

part 1st of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the parties of the second part in the full and just sum of Four thousand five hundred dollars (\$4,500.00) for money this day loaned the parties of the first part, and which said principal sum of Four thousand five hundred dollars (\$4,500.00) together with interest at the rate of Six Per Centum (6%) per Annum, the parties of the first part agree to repay within fourteen (14) years in payments of not less than Forty Dollars (\$40.00) per month, said payment to apply first to interest and the balance to principal. The parties of the first part shall have the right to make additional payments on the principal amount of this mortgage at any time in amounts not less than One Hundred Dollars (\$100.00). The first of said monthly payments to be due one month from the date hereof and to continue monthly until the full amount of the principal and interest is 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

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

[Faint, illegible text describing property details]

[Faint, illegible text describing property details]

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

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

And the said _____

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 _____ 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 insure to the benefit of the mortgagee _____ 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:

[Handwritten signatures]

William D. Nave [SEAL]

Wanda L. Nave [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 2nd day of June in the year Nineteen Hundred and 1917, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared _____ and _____ 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.



William D. Nave
Notary Public.

Compared and Vailed *beeswax*
To *Van Cansadell City City*
*June 27 54*Purchase Money CHATTEL
FILED AND RECORDED JUNE 5th 1954 at 8:30 A.M.**This Mortgage**, Made this 3rd day of June
in the year Nineteen Hundred and fifty-four

by and between

GRIFFITH G. THOMAS

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

GRACE LEONA CONNER

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

Whereas, the party of the first part is justly indebted unto the party of the second part in the full and just sum of \$1,250.00 this day loaned the party of the first part by the party of the second part, the receipt whereof is hereby acknowledged, which said indebtedness together with interest thereon at the rate of six per cent per annum, shall be repaid by the party of the first part to the party of the second part in monthly installments of \$40.00 each, which said installments include both interest and principal, which interest shall be calculated and credited semi-annually. The first of said installments is due on July 3, 1954, and shall continue monthly until said indebtedness, together with interest thereon, is paid in full. Upon default in the payment of any installment, the entire balance then due and owing on this mortgage shall immediately become due and payable.

The party of the second part reserves the right to increase the amount of said monthly installments or to pay off the balance due on this chattel mortgage at any time.

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

1 - 1953 Ford Sedan Delivery Truck
Serial No. F10R3E33013

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

- - One Thousand Two Hundred Fifty and no/100 Dollars (\$1,250.00) - - -
together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

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

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

thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part her 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 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, her his representatives, heirs or assigns.

And the said part y 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 her assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Two Hundred Fifty 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, her heirs or assigns, to the extent of her lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Witness:

W. F. Carscaden

Griffith G. Thomas
GRIFFITH G. THOMAS

[Seal]

State of Maryland,
Allegany County, to-wit:

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

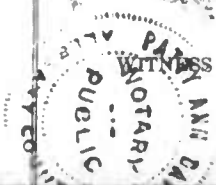
Griffith G. Thomas

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

Grace Leona Conner

the within named 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 to 1954
 Edw. J. Ryan City Clerk
 June 29, 54

FILED AND RECORDED JUN 7th 1954 at 10:30 A.M.

This Mortgage. Made this 2^d day of June
 in the year Nineteen Hundred and Fifty-Four, by and between

DONALD E. PENTONEY and LAURA M. PENTONEY, his wife,

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

NINA D. LICHENSTEIN

of Allegany County, in the State of Maryland
 part y 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 Three Hundred Dollars, (\$5,300.00), which said sum the parties of the first part promise to pay unto the party of the second part in consecutive monthly installments of not less than Fifty-Five Dollars, (\$55.00), each, the same including interest at the rate of Five Per Centum (5%) Per Annum, to be adjusted semi annually until the full sum of Five Thousand Three Hundred Dollars, (\$5,300.00), and interest has been paid and satisfied.

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

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

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

party of the second part, her

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

All that piece or parcel of land fronting 38.18 feet on Bedford Street, in Cumberland, Allegany County, Maryland, and known as Lot No. 34 and part of Lot No. 33 on the Amended Plat of Gephart's Bedford Road Addition to the City of Cumberland, and more particularly described as follows:

BEGINNING for the same on the Southeasterly side of Bedford Street at the end of 29 feet on the first line of Lot No. 33, and running thence with the remainder of said first line, and with the whole of the first line of Lot No. 34, and with said Bedford Street, South 29 degrees West 38.18 feet to the Northeasterly side of Marshall Street; thence with said Marshall Street and with the second line of Lot No. 34, South 52 degrees 45 minutes East 100 feet to Cedar Alley;

thence with said Alley, and with the third line of Lot No. 34, and with part of the third line of Lot No. 33, North 29 degrees East 40.8 feet; thence across said Lot No. 33, North 54 degrees 13 minutes West 100 feet to the beginning.

IT BEING the same property which was conveyed unto the said Donald Pentoney and Laura M. Pentoney, his wife, by Charles E. Barnard and Jennie M. Barnard, his wife, by deed dated the ___ day of _____, 1954, and duly recorded among the Land Records of Allegany County, Maryland; reference to which deed is hereby made.

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

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

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

executors, administrators or assigns, the aforesaid sum of

---Five Thousand Three Hundred Dollars, (\$5,300.00),-----

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

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

parties of the first part

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

hereby covenant to pay when legally demandable.

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

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

party of the second part, her

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

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

first part, their

heirs or assigns, and

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

And the said parties of the first part

further covenant to

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

company or companies acceptable to the mortgagee or her heirs or

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

---Five Thousand Three Hundred Dollars, (\$5,300.00),-----~~XXXX~~
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee . . . her . . . heirs or assigns, to the extent
of . . . their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee . . . or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest:
[Handwritten Signature] *Donald E. Pentoney* [SEAL]
[Handwritten Signature] DONALD E. PENTONEY [SEAL]
[Handwritten Signature] *Laura M. Pentoney* [SEAL]
LAURA M. PENTONEY [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 2nd day of June
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. PENTONEY and LAURA M. PENTONEY, his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared
NINA D. LICHENSTEIN
the within named 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.

[Handwritten Signature]
Notary Public.

Compared and *acc* delivered
To *Geo. H. Lipp* Atty. Gen.
June 29 54

LIBER 305 PAGE 98

FILED AND RECORDED JUNE 7th 1954 at 1:20 P.M.

This Mortgage, Made this 4TH day of June, in the
year Nineteen Hundred and fifty four by and between
Roger R. Eckles and Pearl L. Eckles, 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 (\$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 $\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of Twenty Five (\$25.00) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All that lot or parcel of land lying and being in Cumberland, Allegany County, Maryland, which is particularly described as follows, to wit:

Beginning for the same on the westerly side of Hanover Street at the southeasterly corner of the frame house formerly owned by Sarah Janetta Haller, the same being formerly known as No. 40 Hanover Street in the City of Cumberland, and standing upon Lot No. 23 in Platt's Addition to the City of Cumberland, and running then with the face of the southerly wall of said house North $63\frac{1}{2}$ degree West $35\frac{1}{2}$ feet to the southwesterly corner of said house, then South $87\frac{1}{2}$ degree West 8 feet, then North $63\frac{1}{2}$ degree West $3\frac{1}{2}$ feet, then South $26\frac{3}{4}$ degrees West $9\frac{1}{3}$ feet, then North $62\frac{1}{2}$ degrees West 45 feet to the Catholic Church wall, then with it and the extension thereof North $24\frac{3}{4}$ degree East $12\frac{3}{4}$ feet, more or less, to the lot owned by the George's Creek & Cumberland Railway Company, then with the line of said lot South $63\frac{1}{2}$ degrees East $44\frac{1}{2}$ feet, North $26\frac{3}{4}$ degree East $25\frac{9}{10}$ feet, South 62 degrees 35 minutes East $46\frac{1}{2}$ feet to the westerly side of Hanover Street, and then with said street



South 26 ³/₄ degrees West 25 ¹/₁₀ feet to the place of beginning. Said property hereby conveyed is composed of part of Lots Nos. 23 and 24 in Piatt's Addition to the City of Cumberland, a plat of which said addition is recorded in Liber 31, Folio 704, one of the Land Records of Allegany County, Maryland.

Being the same property which was conveyed by Florence E. Rice et al to the parties of the first part by deed dated November 20, 1945, which is recorded in Liber 206, Folio 168, 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 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 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 One Thousand Sixty Hundred (\$1700.00) 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 taxes 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 cause the buildings on said premises 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 may pay 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 hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, and thereafter 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 property, and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, person, partnership or corporation, other than the mortgagors, by voluntary or involuntary sale or assignment, or in any other manner, without the consent in writing of the mortgagee, or should the same be conveyed by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal and interest 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:

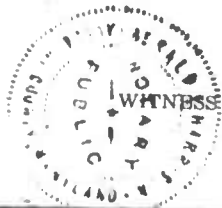
Roger R. Eckles [SEAL]
Roger R. Eckles
Pearl L. Eckles [SEAL]
Pearl L. Eckles [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 4TH day of June,
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

Roger R. Eckles and Pearl L. Eckles, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



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

George W. Legge
Notary Public.

FILED AND RECORDED JUNE 7th 1954 at 1:20 P.M.**This Mortgage**, Made this 4TH day of JUNE in the
year Nineteen Hundred and ~~Forty~~ Fifty-four by and betweenMilton Gerson and Jeanne Gerson, his wife,of Allegheny County, in the State of Marylandpart 1st of the first part, hereinafter called mortgagor s , and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegheny County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s , the sum of
Ten Thousand & 00/100 - - - - - (\$10,000.00) - - - - - Dollars,which said sum the mortgagor s agree to repay in installments with interest thereon from
the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:By the payment of Sixty-three & 30/100 - - - - - (\$63.30) - - - - - 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 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 mortgagor s do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:All that lot, piece or parcel of land situated in Gates Addition and
on Camden Avenue in the City of Cumberland, Allegheny County, Maryland, and
more particularly described as follows, to-wit:Beginning for the same on the southerly side of Camden Avenue at the
end of 3 feet on the first line of the parcel conveyed to Thomas Brennan and
Annie Brennan, his wife, by Henry Gates and wife by deed dated February 27, 1922,
and recorded in Liber 139, folio 643, one of the Land Records of Allegheny County,
Maryland, which said place of beginning is also at the end of the first line of
the parcel conveyed by Annie Brennan, widow, to Robert L. Hunter and wife by deed
dated March 29, 1941, and recorded in Liber 189, folio 440, one of the Land
Records of Allegheny County, Maryland, and running then with the southerly side of
Camden Avenue, South 66 degrees 10 minutes West 94 feet, then across the whole of
said lot described in the aforesaid deed from Henry Gates and wife to Thomas Brennan
and wife dated February 27, 1922, and at right angles to said Camden Avenue, South
23 degrees 50 minutes East 150 feet to a 16 foot alley, then with said alley North
66 degrees 10 minutes East 94 feet to the end of the second line of the aforesaid
deed by Annie Brennan, widow, to Robert L. Hunter and wife dated March 29, 1941;
then reversing said second line of said deed North 23 degrees 50 minutes West
150 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Howard Thomas Robinson et al, dated the 5th day of October, 1953, which is recorded among the Land Records of Allegany County, Maryland in Liber No. 254, folio 12.

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

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

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

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

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

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

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

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

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least 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, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may

demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest:

[Signature] Milton Gerson (SEAL)
[Signature] Jeanne Gerson (SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 4TH day of JUNE

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

Milton Gerson and Jeanne Gerson, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESSE My hand and Notarial Seal the day and year aforesaid.
[Signature]
Notary Public

Compared and ~~Mailed~~ D-livered

To *Mtgel City*

June 29 54

LIBER 305 PAGE 104

FILED AND RECORDED JUNE 27 1954 at 2:30 P.M.

This Mortgage, Made this *4th* day of June in the year nineteen hundred and fifty-four, by and between



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

Witnesseth:

Whereas, the said

George H. Davis and Florence V. Davis, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand Fifty (\$2,050.00) - - - - - 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 H. Davis and Florence V. Davis, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

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

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

It being the same property which was conveyed unto the said Mortgagors by Arch E. Robinette, et ux, by deed dated July 13th, 1949, and recorded among the Land Records of Allegany County, Maryland in Liber No. 225, folio 539.

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 Fifty (\$2,050.00) 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 Fifty (\$2,050.00) - - - - - 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.

LOGS 31457 PAGE 18466

WITNESSES

James H. [unclear] (initials)

[unclear] (initials)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I, Edward F. McGee, do hereby certify that on this 2nd day of June 1954, I, the undersigned, Minister of the Gospel, in the presence of the members of the congregation of the Methodist Episcopal Church, South, of the State of Maryland, and before the solemnity of the said, personally approved and

and acknowledged the foregoing mortgage to be correct and the same time, before me, also personally approved and acknowledged the mortgage of The Liberty Trust Company, the within named mortgage and made with it in view of law, and the consideration in said mortgage is true and bona fide and the said [unclear] did further in like manner make oath that he is the President, and agent or attorney for said company and duly authorized by it to make this affidavit.

A witness whereof I have hereunto set my hand and affixed my notarial seal this day and year above written.



James H. [unclear]

*Edward F. McGee
The Allegany City
June 2, 1954*

FILED AND RECORDED JUNE 5th 1954 at 12:50 P.M.

CHATEL

This Mortgage, Made this 2nd day of June
in the year Nineteen Hundred and fifty-four, by and between

EDWARD F. MCGEE

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

PENN ECONOMY OIL CO., INC., a corporation duly incorporated
under the laws of the State of Pennsylvania,

of _____ County of the State of _____
part of the second part, WITNESSETH:



Whereas, the party of the first part is justly indebted unto the party of the second part in the full and just sum of Two Thousand Six Hundred Sixty-five Dollars and Forty-eight Cents (\$2,665.48) this day loaned the party of the first part by the party of the second part, the receipt whereof is hereby acknowledged, which said sum shall be repaid without interest in monthly installments of not less than Fifty Dollars (\$50.00) each, the first of which payments due on or before the first day of August, 1954, and shall continue monthly until the aforementioned amount is paid in full. No interest is payable on this indebtedness. However, upon default in the payment of any of said monthly installments, the entire balance then due and owing on said indebtedness shall at the option of the party of the second part become immediately due and payable, which amount shall bear interest at the rate of six per cent per annum from the date of said default.

The party of the first part reserves the right to increase the amount of the aforementioned monthly payments or pay the balance due on this indebtedness at any time.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1929 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 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 property, to-wit:

- 1 - Gilbert and Barker Gear Lube Dispenser , Model 755
- 1 - National Cash Register, Serial # 3653759
1082
- 1 - Alemite pressure unit, serial #939595
- 1 - Alemite low pressure bucket pump, serial #236270
- 1 - Alemite gear flusher, one gallon size, model # 6478
- 1 - Alemite pressure bucket pump serial #245214
- 2 - 30 gallon 1 qt. throw bulk oil dispenser
- 1 - Marquette 80 amp. proto-fast charger, Model 201, Serial #885068
- 1 - Floor jack, Model WS, Serial #3471686
- 1 - Autolite spark plug cleaner, Model XC22

All the foregoing personal property is located at what is known as McGee's M23 Service Station which is situated on the easterly side of the Bedford Road near Nave's Crossroads near the city limits of Cumberland in Allegany County, Maryland.

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

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

- - Two Thousand Six Hundred Sixty-five Dollars and Forty-eight Cents - - - together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on ~~his~~ part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party _____ of the second part, ~~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 party of the first part, his heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

And the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Six Hundred Sixty-five and 48/100 - - - 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 mortgagor

Witness:

N. Carcade

Edward F. McGee

[Seal]

EDWARD F. MCGEE

State of Maryland,
Allegany County, to-wit:

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

Edward F. McGee

and acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared Nason McCreary,

Secretary of the Penn Economy Oil Co., Inc.,

the within named 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 Secretary of said company and is duly authorized to make this affidavit.

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



Patty Ann Davis

Notary Public

Compared and Mailed *W. Yeager*

LIBER 305 PAGE 119

To *W. Yeager City*

June 27 54

FILED AND RECORDED JUNE 8th 1954 at 8:40 A.M.

This Mortgage, Made this 7th day of June in the year Nineteen Hundred and fifty-four, by and between

JOHN YEAGER and SADIE M. YEAGER, his wife,

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

THE SECOND NATIONAL BANK OF CUMBERLAND, CUMBERLAND, MARYLAND,

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

Whereas, the parties of the first part are indebted unto the party of the second part, in the full and just sum of \$3,500.00 this day loaned the parties of the first part by the party of the second part, receipt whereof is hereby acknowledged, the said indebtedness together with interest thereon at the rate of five per cent per annum, shall be repaid in monthly installments of not less than \$40.00 each, which said amount includes both principal and interest, which said interest shall be calculated and credited monthly. The first of said monthly payments shall be due on the ___ day of July, 1954, and shall continue monthly until said indebtedness, together with interest thereon, is fully paid. Upon default in the payment of any installment, the entire balance then due and owing on said indebtedness shall immediately become due and payable.

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 its successors and assigns, the following property, to-wit:

ALL that piece or parcel of ground situated in Election District No. 18, in the Town of Midland, Allegany County, Maryland, and lying and being on the northwesterly side of Broadway (State Route No. 36) and being a part of Lot No. 3, in Porter's Addition to Midland and more particularly described as follows: (True Meridian courses and horizontal distances being used throughout.

BEGINNING for the same at a stake on the northwesterly side of Broadway as now defined, said stake being also on the third line of the aforesaid Lot No. 3 at or near the beginning of said third line and running thence with part of said line North 30 degrees 49 minutes West 88.55 feet to a stake; thence North 59 degrees 41 minutes East 48.70 feet to a center punch mark in a concrete foot walk, at a point distant 3.50 feet on a line drawn North 30 degrees 38 minutes West from the northeast corner of the frame store house erected upon the lot herein described; thence reversing said reference line and continuing with the exterior of the east wall of said store house South 30 degrees 38 minutes East 79.20 feet to the northwesterly limits of Broadway at a point distant 0.45 foot from the southeast corner of said storehouse; thence with the northwesterly limits of Broadway South 48 degrees 33 minutes West 48.37 feet to the beginning.

The parties of the first part further give, grant, bargain and sell, release, convey and confirm unto the Party of the second part, its successors and assigns, all that easement as is set forth in a deed from Verl Ash et ux to John Yeager dated April 12, 1954, and recorded in Deeds Liber 258, folio 26

among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of said easement.

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

- - - Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) - - -

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 ~~XXXXXXXXXXXXXXXXXXXX~~ 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 successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Five Hundred and 00/100 - - - - -Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~XXXX~~ 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:

[Handwritten signatures of witnesses]

John J. Yeager [Seal]
JOHN YEAGER

Sadie M. Yeager [Seal]
SADIE M. YEAGER

[Seal]

State of Maryland,
Allegany County, to-wit:

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

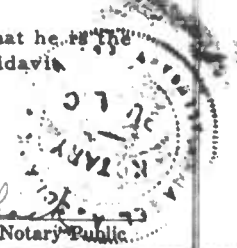
John Yeager and Sadie M. Yeager, his wife,

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

John H. Moaner, Cashier 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 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.

Walter A. Schaefer
Notary Public



Compared and Made
W. Shelham L. Wilson Atty. Gen.
June 24 54

FILED AND RECORDED JUN 8th 1954 at 9:25 A.M.

CERTIFICATE OF APPOINTMENT

Certificate of Appointment of William L. Wilson
as the Trustee in the Bond Mortgage of the Appalachian Or-
chards, Incorporated, a Corporation, under the laws of the
State of West Virginia, dated March 15, 1933, and recorded
in Liber No. 122, folio 226, one of the Mortgage Records of
Allegany County, Maryland, in the place of H. H. Emmert,
deceased, late of Berkley County, West Virginia.

The Appalachian Orchards, Incorporated, duly incor-
porated under the laws of the State of West Virginia, hereby

certifies:

among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of said easement.

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

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

Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

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

COBEY, 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 Three Thousand Five Hundred and 00/100 - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder; and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

[Handwritten signatures of witnesses]

John J. Yeager [Seal]
JOHN YEAGER
Sadie M. Yeager [Seal]
SADIE M. YEAGER
[Seal]

State of Maryland,
Allegany County, to-wit:

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

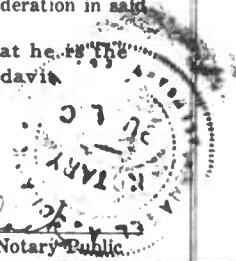
John Yeager and Sadie M. Yeager, his wife,

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

John H. Mosner, Cashier 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 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.

Walter A. Schick
Notary Public



Compared and Made
To *William L. Wilson* Attorney
June 29 54

FILED AND RECORDED JUNE 8th 1954 at 9:25 A.M.

CERTIFICATE OF APPOINTMENT

Certificate of Appointment of William L. Wilson
as the Trustee in the Bond Mortgage of the Appalachian Or-
chards, Incorporated, a Corporation, under the laws of the
State of West Virginia, dated March 15, 1933, and recorded
in Liber No. 122, folio 226, one of the Mortgage Records of,
Allegany County, Maryland, in the place of H. H. Emmert,
deceased, late of Berkley County, West Virginia.

The Appalachian Orchards, Incorporated, duly incor-
porated under the laws of the State of West Virginia, hereby

certifies.

among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of said easement.

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

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

Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

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

COBEY, 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 Three Thousand Five Hundred and 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

[Handwritten signatures of witnesses]

John J. Yeager [Seal]
JOHN YEAGER

Sadie M. Yeager [Seal]
SADIE M. YEAGER

[Seal]

State of Maryland.
Allegany County, to-wit:

I hereby certify, That on this 7th day of June,
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 Yeager and Sadie M. Yeager, 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

John H. Mosner, Cashier 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 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.

Walter A. Schick
Notary Public



Compared and Made
By *William L. Wilson* Attorney
June 29 54

FILED AND RECORDED JUN 8 1954 at 9:25 A.M.

CERTIFICATE OF APPOINTMENT

Certificate of Appointment of William L. Wilson
as the Trustee in the Bond Mortgage of the Appalachian Or-
chards, Incorporated, a Corporation, under the laws of the
State of West Virginia, dated March 15, 1933, and recorded
in Liber No. 122, folio 226, one of the Mortgage Records of
Allegany County, Maryland, in the place of H. H. Emmert,
deceased, late of Berkley County, West Virginia.

The Appalachian Orchards, Incorporated, duly incor-
porated under the laws of the State of West Virginia, hereby
certifies:

FIRST: That under and by virtue of the authority granted and contained in the Bond Mortgage of the Appalachian Orchards, Incorporated, a Corporation, dated March 15, 1933, and recorded in Liber No. 122, folio 220, one of the mortgage records of Allegheny County, Maryland, the Board of Directors, at a meeting duly called and held at the office of the said company in Law Paw, Morgan County, West Virginia, duly called and held on the 15th day of June, 1954, the following resolution was offered, seconded and carried by the unanimous vote of all of the said directors present at said directors meeting, there being present at said directors meeting a quorum of said directors:

"Resolved: by the Board of Directors of the Appalachian Orchards, Incorporated, a Corporation, at its meeting duly held, at which meeting there were present 4 (four) directors, same being more than a quorum of said Board of Directors, that the vacancy existing in the trustee in the Bond Mortgage of the Appalachian Orchards, Incorporated, caused by the death of H. N. Emmert, that William L. Wilson, be, and he is hereby named as trustee in the place and stead of the said H. N. Emmert, deceased, and that the said Corporation cause a certificate of such appointment to be made and executed and its Corporate name and its Corporate Seal to be thereunto affixed and duly attested, and the same be acknowledged and recorded in the proper office of record wherein the said Bond Mortgage is recorded."

IN WITNESS WHEREOF, the Appalachian Orchards, Incorporated, has caused these presents to be signed with its Corporate name by its Vice-President, and its Corporate Seal hereunto affixed and attested by the signature of its Secretary, this 15th day of June, 1954.



Appalachian Orchards Trust
 THE APPALACHIAN ORCHARDS, INCORPORATED

Wm. L. Wilson
 VICE-PRESIDENT

[Signature]
 SECRETARY

STATE OF WEST VIRGINIA, BERKLEY COUNTY, TO WIT:

I HEREBY CERTIFY, on this 22 day of June, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Albert E. Brown, Vice-President of the Appalachian Orchards, Inc., and also appear Albert E. Trout, Secretary of the Appalachian Orchards, Inc., and they each acknowledged the foregoing certificate of appointment in and to the act and deed of the said corporation.



Witness my hand and Notarial Seal.

Virginia K. Little
Notary Public

MY COMMISSION AS NOTARY PUBLIC
EXPIRES SEPTEMBER 27, 1962

Completed and
by William L. Wilson
June 29 54

FILED AND RECORDED JUNE 8th 1954 at 9:30 A.M.

THIS INSTRUMENT, made this 7th day of June, 1954, by William L. Wilson, of Allegany County, Maryland, Trustee, as herein set forth:

Whereas the Appalachian Orchards, Incorporated, a Corporation duly created and organized under the laws of the State of West Virginia, by a Mortgage Deed of Trust dated March 15, 1933, and recorded among the Mortgage Records of Allegany County, Maryland, in Mortgage Liber No. 122, folio 220, to secure an issue of its 7% First Mortgage ten year gold coupons bonds in the aggregate amount of \$35,000.00, maturing 10 years after date, did grant, bargain and sell, assign, set over, release, convey and confirm unto H. H. Emmert as Trustee, and his successors in the Trust thereby created, all and singular, the lands and properties in said Mortgage Deed of Trust, described and mentioned and situate in Allegany County, Maryland; and in Mineral County, West Virginia, and,

Whereas, the said Appalachian Orchards, Incorporated, did issue its aforesaid bonds mentioned and described in the aforesaid Mortgage or Deed of Trust, and since the issue thereof, has truly paid all of the sums of money as provided by the said bonds and the coupons thereto attached, and has well and truly kept and performed all of the covenants, agreements and undertakings in and by said Mortgage or Deed of Trust assigned and

required to be kept and performed, according to the direct intent and meaning thereof: and,

Whereas, the said H. H. Emmert is deceased, and William L. Wilson was duly appointed successor Trustee for the said H. H. Emmert, deceased:

NOW, THEREFORE, This Indenture, Witnesseth:

That in consideration of the premises and of the sum of one (\$1.00) dollar, in hand paid, the receipt whereof is hereby acknowledged, the said William L. Wilson, Trustee, has granted, bargained and sold, released, conveyed, assigned, transferred and set over, and by these presents does grant, bargain and sell, release, convey, assign, transfer and set over unto the Appalachian Orchards, Incorporated, its successors and assigns, forever all and singular, the lands and properties, rights and interests, and all other properties of every kind, description and character, whatsoever, in said Mortgage or Deed of Trust, dated March 15, 1933, and recorded in Liber No. 122, folio 22b, one of the Mortgage Records of Allegany County, Maryland.

TO HAVE AND TO HOLD, unto the said Appalachian Orchards, Incorporated, its successors and assigns, free and discharged, from all and every trust and lien contained in or imposed by said mortgage or Deed of Trust, to the end that this mortgage or Deed of Trust may be forever released and discharged.

WITNESS the hand and seal of the said William L. Wilson, Trustee, the day and year first above written.

William L. Wilson (SEAL)
WILLIAM L. WILSON, Trustee

WITNESS:

Mary Margaret Kelly

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HENRY CEMERY, That on this 7th day of June, 1954, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared William D. Wilson, Justice, who did take oath in due form of law that the aforesaid Indenture is his act and deed.

Witness my hand and seal this day and year first above written.



Mary Margaret Kelly
Notary Public

*Compared and correct
Miles 182 Buffalo City
July 19 1954*

FILED AND RECORDED JUNE 8th 1954 at 10:05 A.M.

Purchase Money
This Mortgage, Made this Seventh day of June
in the year Nineteen Hundred and Fifty-four, by and between

JOHN ROBERT MAC VEIGH and PHYLLIS REGINA MAC VEIGH, his wife,

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

GEORGE C. PREY and EMILY C. PREY, his wife
as tenants by the entireties
of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Witnesses, That the parties of the first part stand indebted unto George C. Prey and Emily C. Prey, his wife, parties of the second part in the full and just sum of Five Thousand Five Hundred Dollars (\$5,500.00) this day loaned to the aforesaid parties of the first part by the parties of the second part on account of the purchase price of

property hereinafter described, and which said principal sum of \$2,500.00 together with the interest at the rate of four (4%) per cent per annum is to be repaid in semi-annual installments of not less than three hundred dollars (\$300.00) on the principal amount together with interest computed to the date of each semi-annual installment, and which said semi-annual payments of principal and interest shall be made on the 1st day of December and the 1st day of June in each and every year hereafter until the entire principal debt together with the interest thereon shall be paid in full. The parties of the first part, reserve, however, the privilege to pay off this indebtedness together with accumulated interest 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 parties of the first part

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

parties of the second part, his

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

All that lot, piece or parcel of ground situate, lying and being on the southerly side of Fayette Street, in the City of Cumberland, Allegany County, Maryland, which is designated as Lot B on the plat of the subdivision of original lots Nos. 9, 10, 11, 26, 27 and 28 of the Fayette Street property of the Johnson Realty Corporation, as prepared for Webster L. Williams, which said Lot B is comprised of parts of the original lots Nos. 9, 10, 27 and 28 as shown on the plat of the subdivision of the Fayette Street property of the Johnson Realty Corporation, and which said Lot B is more particularly described as follows, to wit:

BEGINNING for the same at a point on the southerly side of said Fayette Street distant 30 feet westerly from the division line between the original Lots Nos. 8 and 9, as shown on above mentioned plat, and running thence with the southerly side of said Fayette Street, North 77 degrees 16 minutes West 30 feet, thence at right angles thereto, South 12 degrees 44 minutes West 180.94 feet to the northerly side of Read Terrace, and with it south 89 degrees 14 minutes East 14.52 feet, South 75 degrees 35 minutes East 15.79 feet to intersect a line drawn at right angles to said Fayette Street from the place of beginning, thence reversing said intersecting line North 12 degrees 44 minutes East 178.40 feet to the beginning.

It being the same property which was conveyed to the parties of the first part herein by Ralph F. Sell and Regina Y. Sell, his wife, by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, immediately prior to the recordation of this mortgage.

THIS MORTGAGE IS GIVEN TO SECURE A PART OF THE PURCHASE PRICE

OF THE ABOVE DESCRIBED PROPERTY AND IS A PURCHASE MONEY MORTGAGE
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, his
executor, administrator or assigns, the aforesaid sum of Five Thousand Five Hundred
Dollars (\$5,500.00)
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 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

George C. Frey and Emily C. Frey, his wife, their

heirs, executors, administrators and assigns, or Thomas B. Finan
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 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
Five Thousand Five Hundred (\$5,500.00) Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee, their heirs or assigns, to the extent
of their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest
Thomas B. Finan
Thomas B. Finan

John Robert Mac Veigh [Seal]
Phyllis Regina Mac Veigh [Seal]

property hereinafter described, and which said principal sum of \$5,500.00 together with the interest at the rate of four (4%) per cent per annum is to be repaid in semi-annual instalments of not less than Three Hundred Dollars (\$300.00) on the principal amount together with interest computed to the date of each semi-annual instalment, and which said semi-annual payments of principal and interest shall be made on the 1st day of December and the 1st day of June in each and every year hereafter until the entire principal debt together with the interest thereon shall be paid in full. The parties of the first part, reserve, however, the privilege to pay off this indebtedness together with accumulated interest 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 parties of the first part

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

parties of the second part, his

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

All that lot, piece or parcel of ground situate, lying and being on the southerly side of Fayette Street, in the City of Cumberland, Allegany County, Maryland, which is designated as Lot B on the plat of the subdivision of original lots Nos. 9, 10, 11, 26, 27 and 28 of the Fayette Street property of the Johnson Realty Corporation, as prepared for Webster L. Williams, which said Lot B is comprised of parts of the original Lots Nos. 9, 10, 27 and 28 as shown on the plat of the ~~subdivision of the Fayette Street property of the~~ Johnson Realty Corporation, and which said Lot B is more particularly described as follows, to wit:

BEGINNING for the same at a point on the southerly side of said Fayette Street distant 30 feet westerly from the division line between the original Lots Nos. 8 and 9, as shown on above mentioned plat, and running thence with the southerly side of said Fayette Street, North 77 degrees 16 minutes West 30 feet, thence at right angles thereto, South 12 degrees 44 minutes West 180.94 feet to the northerly side of Read Terrace, and with it south 89 degrees 14 minutes East 14.52 feet, South 75 degrees 35 minutes East 15.79 feet to intersect a line drawn at right angles to said Fayette Street from the place of beginning, thence reversing said intersecting line North 12 degrees 44 minutes East 178.40 feet to the beginning.

It being the same property which was conveyed to the parties of the first part herein by Ralph F. Sell and Regina Y. Sell, his wife, by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, immediately prior to the recordation of this mortgage.

THIS MORTGAGE IS GIVEN TO SECURE A PART OF THE PURCHASE PRICE

OF THE ABOVE DESCRIBED PROPERTY AND IS A PURCHASE MONEY MORTGAGE.
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, his _____ executor, administrator or assigns, the aforesaid sum of Five Thousand Five Hundred Dollars (\$5,500.00) 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 _____

George C. Frey and Emily C. Frey, his wife, their _____ heirs, executors, administrators and assigns, or Thomas B. Finan

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 Five Thousand Five Hundred (\$5,500.00) _____ Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, their _____ heirs or assigns, to the extent of _____ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest
Thomas B. Finan
Thomas B. Finan

John Robert Mac Veigh [Seal]
John Robert Mac Veigh
Phyllis Regina Mac Veigh [Seal]
Phyllis Regina Mac Veigh

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 7th day of June
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 ROBERT MAC VEIGH and PHYLLIS REGINA MAC VEIGH, 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

GEORGE C. FREY and EMILY C. FREY, his wife
the witnesses named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.



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

Lesley Clark
Notary Public

Compared and Mailed *10/10/54*
To *Mtge Westernport Md*
Index 10 10 54

FILED AND RECORDED JUNE 8th 1954 at 11:15 A.M.

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

Ethel F. Broadwater and Reuben B. Broadwater, her husband

of Westernport, Allegany County, in the State of Maryland

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

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



Whereas,

The parties of the first part are indebted unto the party of the second part in the full and just sum of nine hundred and twenty five dollars for money lent, which loan is evidenced by the promiseory note of the parties of the first part of even date herewith, payable on demand with interest to the order of the party of the second part in the sum of nine hundred and twenty five dollars, at The Citizens National Bank of Westernport, Maryland. And Whereas, it was agreed between the parties hereto prior to the giving of said note and the lending of said money 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 property, to-wit:

All that certain lot of ground in the town of Westernport, in Allegany County, Maryland, known and described on the plat of Hammond's Addition to Westernport, as recorded in Liber No. 25 of the land records of said County, as lot number three hundred and twenty two (322). Fronting 50 feet on Spruce Street and running back, along with Rock Street a distance of 125 feet. Being the same property which was conveyed unto Ethel Broadwater by deed from Joseph C. Broadwater, dated May 6th. 1944 and of record in Allegany County, Maryland in Liber No.199 Folio 388.

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

Provided, that if the said parties of the first part

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

party of the second part, its successors

or assigns, the aforesaid sum of nine hundred and twenty five dollars (\$ 925.00) -----

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 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 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, 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 to their----- representatives, heirs or assigns.

And the said parties of the first part-----

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

Nine hundred and twenty five----- 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 *Ethel F. Broadwater* [SEAL]
Ethel F. Broadwater

[SEAL]

x *Reuben B. Broadwater* [SEAL]
Reuben B. Broadwater

State of Maryland,

Allegany County, to-wit:

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

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

Ethel F. Broadwater and Reuben B. Broadwater, 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



1957 315-20121

Conceded and M. *See E*
T. *Earl E Mangle Atty Atty*
June 29 1954

This Mortgage. Made this _____ day of _____
in the year Nineteen Hundred and Fifty _____ by and between

_____ County, in the State of _____
of the first part, and _____

_____ County, in the State of _____
of the second part, WITNESSETH:

Whereas, _____

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

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

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

REF 305 123

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

Martin A. Gordon and Thelma R. Gordon, 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 _____

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 _____
Mary A. Gordon, her

heirs, executors, administrators and assigns, or _____
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 _____
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 _____

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

And the said Martin A. Gordon and Thelma R. Gordon, 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 _____
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, _____ heirs or assigns, to the extent
of _____ 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:

[Handwritten signatures]

Martin A. Gordon [SEAL]
MARTIN A. GORDON
Thelma R. Gordon [SEAL]
THELMA R. GORDON

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
Martin A. Gordon and Thelma R. Gordon, 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
Mary T. Gordon

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



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

Carl Edmund W...
Notary Public.

Compared and read
To Res. H. Lippert Atty City
July 19 54

FILED AND RECORDED JUN 28 1954 at 12:05 P.M.

This Mortgage, Made this 7th day of June in the

year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

Harold F. Anderson and Anna L. Anderson, 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-three Hundred & 50/100 - - - - - (2300.50) - - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Forty-eight & 20/100 - - - - - (48.20) - - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All that piece or parcel of ground lying and being on the northerly side of Maple Street known and designated as part of Lot No. 18, Block No. 5, in Beall's First Addition to Frostburg, Allegany County, Maryland, a plat of which said addition is filed in Map Liber 1, folio 62, one of the Plat Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at the northwesterly corner of Lot No. 17, Block No. 5, in said addition, and running then with a part of the northerly line of Lot No. 18, Block No. 5, in said addition South 50 degrees West 10.2 feet, then South 40 degrees East 43 feet, then South 50 degrees West 28.3 feet with a fence until it intersects with a concrete wall about six feet high, then running with said wall South 38 degrees 30 minutes East 106.8 feet to the northerly side of Maple Street, then with it North 50 degrees East 40.4 feet, and then North 40 degrees West 150 feet to the place of beginning, containing .113 acres, more or less.

Being the same property which was conveyed unto the parties of the first part by deed of Homer O. Fuller and Ilene B. Fuller, 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.

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

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

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

The said mortgagor's hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

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

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

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

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

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

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

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least sixty-three hundred & 00/100 --- (\$6300.00) --- 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, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest:

William Hoffman

Harold F. Anderson (SEAL)
Harold F. Anderson

Anna L. Anderson (SEAL)
Anna L. Anderson

State of Maryland,

Allegany County, to-wit:


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

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

Harold F. Anderson and Anna L. Anderson, 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 ~~Read~~ Delivered &
 To *Thos. H. Lege Attorney*
June 29 57

FILED AND RECORDED JUNE 9 1957 AT 12:01 P.M.
 THIS MORTGAGE
 Made this 27th day of JUNE in the
 year Nineteen Hundred and ~~Forty~~ Fifty Four by and between

George W. Barclay and Mary J. Barclay, his wife,
 of Allegany County, in the State of Maryland,

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

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Six Thousand Seven Hundred Fifty (\$6750.00) Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Forty two and 73/100 (\$42.73) 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 piece or parcel of ground, situated in Election District No. 10, and lying and being on the southwesterly side of Church Street (called Main Street in the original subdivision) in the Town of Lonaconing, Allegany County, Maryland, and being composed of two lots or parcels of ground which were conveyed unto Joseph W. Andrews et ux from James Gephart et ux by deed dated June 18, 1951, which is recorded in Liber 234, Folio 365, one of the Land Records of Allegany County, Maryland, in which said deed the two parcels therein described and conveyed were designated as "Lot No. 17" of Porter and Clark's Addition to Lonaconing, and the "Green Lot in the rear of Lot No. 17", which said two parcels have been surveyed into one entire tract and particularly described as follows: (magnetic courses as of original subdivision, 1872, run by vernier readings and horizontal measurements being used throughout)

Beginning for the same where the dividing line of Lots Nos. 17 and 18 in said addition intersects the southwesterly side of Church Street, said point being marked by a dot within a circle cut in a concrete pavement and being also on the southwesterly limits of Church Street and at the intersection of two reference lines, viz: at the end of 48.2 feet on a line drawn North 68 degrees 43 minutes East from the south corner of the foundation wall of the dwelling erected upon the tract herein described, and at the end of 23.72 feet on a line drawn South 83 degrees East from the east corner of said foundation wall,

and running then from said beginning with Church Street North 44 degrees West 54 feet to a stake, then with the dividing line between Lots Nos. 16 and 17 in said addition and about parallel with and southeasterly distant 245 feet from a line of fence South 46 degrees 52 minutes West 126 feet to a stake on the line of the old Savage Mountain plane and at the beginning of the aforesaid Green lot, then with the first, second and third lines of said Green lot, still South 46 degrees 52 minutes West 50 feet to a stake on the abandoned fill of the aforesaid plane, and then down said fill South 51 degrees 46 minutes East 54.53 feet to a stake, then North 46 degrees 52 minutes East 50 feet to a stake standing in the division fence between said Lots Nos. 17 and 18, and then with said division line still North 46 degrees 52 minutes East 118.93 feet to the place of beginning, containing .214 acres, more or less.

Being the same property which was conveyed unto the parties of the first part by deed of Joseph W. Andrews et ux of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

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

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

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

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

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

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

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

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

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to

the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Seven Hundred Fifty (\$6750.00) 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 mortgagor s , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

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

Witness, the hands and seals of the said mortgagors.

Attest:

George W. Barclay (SEAL)
GEORGE W. BARCLAY
Mary J. Barclay (SEAL)
MARY J. BARCLAY

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 7TH day of June, 1954 in the year nineteen hundred and ~~forty~~ fiftyfour, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

George W. Barclay and Mary J. Barclay, his wife,

the said mortgagor s herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared 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. Davis
Notary Public

Compared and ~~Record~~ Delivered

To *Geo. H. Lopez City City*
June 29 1954

LIBER 305 PAGE 130

FILED AND RECORDED JUNE 8 1954 at 12:05 P.M.

This Mortgage, Made this 7TH day of June, _____ in the
year Nineteen Hundred and fifty four by and between
Top E. Barnes and Pearl E. Barnes, 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
One Thousand Three Hundred Fifty (\$1350.00) 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 (\$25.00) Dollars
on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All those lots or parcels of ground situated near the Little Valley Road about $\frac{1}{2}$ miles northwesterly of the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 754, 755, 756, 690, 691, and 692 of Bowman's Cumberland Valley Addition to Cumberland, Maryland, a plat of which said addition is recorded in Liber 1, Folio 27, one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to wit:

Beginning for the same at a point on the westerly side of Forest Avenue at the southeasterly corner of Lot No. 690 in said addition, and running then with the westerly side of said Forest Avenue North 36 degrees East 50 feet, more or less, North 44 degrees 10 minutes East 70 feet, more or less, to the southeasterly corner of Lot No. 693 in said Addition, then North 36 degrees 30 minutes West 215 feet, more or less, to the easterly side of Trenton Street, then with the easterly side of said Trenton Street South 53 degrees 30 minutes West 120 feet to the southwesterly corner of Lot No. 754 in said addition, and then South 36 degrees 30 minutes East 225 feet, more or less, to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Leota Gross dated October 1, 1940, which is recorded in Liber 188, Folio 94, 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. Loege, 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 Three Hundred Fifty (\$1350.00) 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

Top E. Barnes [SEAL]
TOP E. BARNES

Pearl B. Barnes [SEAL]
PEARL B. BARNES

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 7TH day of June,
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

Top E. Barnes and Pearl B. Barnes, his wife,
the said mortgagors herein and LEGE 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 Mailed *Delivered*
To *Mtgo City*
June 29 1954

FILED AND RECORDED JUNE 8TH 1954 at 12:55 P.M.

This Mortgage, Made this 8th day of June
in the year Nineteen Hundred and Fifty - Four, by and between

FRANCIS W. DRUMM and HELEN V. DRUMM, 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 Two Thousand, Two Hundred and Twenty-five Dollars (\$2,225.00), 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 \$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 or

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

ALL that parcel of ground lying on the South side of Flat Street (now called Avirett Avenue) in the City of Cumberland, Allegany County, Maryland, being the whole of Lot No. 11 and 12 feet adjacent thereto of Lot No. 12, of the lots in Riverview Addition to the City of Cumberland, and more particularly described as follows:

BEGINNING for the same at a point on the South side of Avirett Avenue distant North 82 degrees 54 minutes East 250 feet from the intersection of the South side of Avirett Avenue with the East side of Lehigh Street, said point of beginning being also at the end of the first line of Lot No. 10 in said Addition, and running thence with the South side of Avirett Avenue, North 82 degrees 54 minutes East 37 feet; then South 7 degrees 10 minutes West 100 feet to an alley twelve feet wide; then with the North side of said Alley South 82 degrees 54 minutes West 37 feet to the end of the second line of Lot No. 10, and with said second line reversed North 7 degrees 10 minutes West 100 feet to the point of beginning.

BEING the same property which was conveyed to the parties of the first part by Robert M. Bruce, Trustee, by deed dated April 25, 1950, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 229, folio 115.

Subject, however, to a sewer easement conveyed by the parties of the first part to the City of Cumberland, on the rear of said lot, 10 feet by 37 feet, said deed being dated the 23rd day of November, 1950, and recorded among said Land Records in Liber No. 231, folio 420.

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

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

Two Thousand Two Hundred and Twenty-five (\$2,225.00) 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

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 herchy secured shall at once become due and payable,

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

party of the second part, its successors

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

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

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

And the said parties of the first part

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

Two Thousand, Two Hundred and Twenty-five (\$2,225.00)----- 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

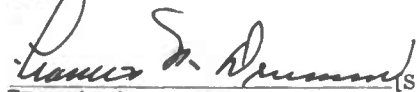
of its or their lien or claim hereunder, and to place such policy or

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.

Attent: 

 [SEAL]

Francis W. Drumm
 [SEAL]

Helen V. Drumm [SEAL]

_____ [SEAL]

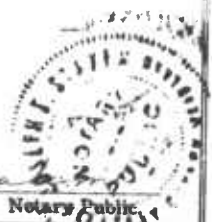
State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 8th day of June
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 W. DRUMM and HELEN V. DRUMM, 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 J. ...
Notary Public



Compared and ~~Record~~
by *Geo. H. Lygge Atty. Gen.*
June 29 1954

FILED AND RECORDED JUNE 8th 1954 at 12:05 P.M.

This Mortgage, Made this 7th day of June in the
year Nineteen Hundred and fifty - FOUR by and between
Earl O. Keyser and Georgia M. Keyser, 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
Four Thousand Five Hundred Fifty & 00/100 - - - (\$4550.00) 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-five & 00/100 - - - (\$75.00) - - - 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 piece or parcel of land, together with the improvements thereon, known as Lot No. 9, Block 14, of the Cumberland Heights Addition to the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a point on the southerly side of Louisiana Avenue where line dividing Lots No. 8 and 9 intersect same, said point also being South 22 degrees and 9 minutes East 61.1 feet from the intersection formed by the extension of the Southerly side of Louisiana Avenue and the extension of the Easterly side of Sheridan Place (formerly Fairview Place) and running then at right angles to Louisiana Avenue and along said dividing line of Lots No. 8 and 9 South 67 degrees and 51 minutes West 111.05 feet to the Easterly side of Sheridan Place, then along the Easterly side of Sheridan Place North 31 degrees and 39 minutes East 117.5 feet to a point then continuing along the Easterly side of Sheridan Place with a curved line to the right tangent to the last named course and with radius of 10 feet for a distance of 17.9 feet to a point on the Southerly side of Louisiana Avenue, then along the Southerly side of Louisiana Avenue South 22 degrees and 9 minutes East 61.4 feet to the place of beginning.

Being the same property which was conveyed unto Earl O. Keyser and Georgia M. Keyser, his wife, by Charlee Miller and Lula V. Miller, his wife, by deed dated July 6, 1943, and recorded in Liber No. 196, folio 542 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. 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 Four Thousand Five Hundred Fifty & 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

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

Earl O. Keyser (SEAL)

Earl O. Keyser

Georgia M. Keyser (SEAL)

Georgia M. Keyser

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 7th day of June
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 O. Keyser and Georgia M. Keyser, 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 Mailed *6/15/54*
To *Frederick National Bank*
Frederick Md
June 29 1954

FILED AND RECORDED JUNE 8th 1954 at 12:50 P.M.

PURCHASE MONEY

This Mortgage, Made this 2nd day of May - JUNE
in the year Nineteen Hundred and fifty-four, by and between

JOHN BERNARD MILLER and ELEANOR NELLIE MILLER, his wife,

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

HOWARD O. DAVIS and BLANCHE O. DAVIS, 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 Six Thousand Dollars (\$6,000.00)

this day loaned by the parties of the second part to the parties of the first part, the receipt whereof is hereby acknowledged, the said sum to be repaid within one year from the date hereof, together with interest thereon at the rate of Four per cent (4%) per annum.

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, 1915, 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 parties of the second part, their heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground known and distinguished as part of Lot Number Fifty (50) in the Town of Grahamtown, near Frostburg, Allegany County, Maryland, and particularly described as follows:

BEGINNING for the same at a stake standing North 32 degrees 00 minutes East 140 feet from the intersection of Green and Walnut Streets, said stake being also North 32 degrees 00 minutes East 20 feet from the beginning of Lot No. 51 and running thence North 32 degrees 00 minutes East 40 feet to a fence post; thence South 58 degrees 00 minutes East 160 feet to a second alley; thence with said alley South 32 degrees 00 minutes West 40 feet to a stake; thence leaving said alley North 58 degrees 00 minutes West 160 feet to the place of beginning.

IT being the same property which was conveyed by John H. Martin et ux to John Bernard Miller et ux by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

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

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

- - - - - Six Thousand 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 parties of the second part, their heirs, executors, administrators and assigns, or

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

to the said parties of the first part, their heirs, or assigns, and in case of

advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the 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 Six 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 mortgagees 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 mortgagees or the mortgagee s. 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:

David R. Mearns

John Bernard Miller [Seal]
JOHN BERNARD MILLER

David R. Mearns

Eleanor Nellie Miller [Seal]
ELEANOR NELLIE MILLER

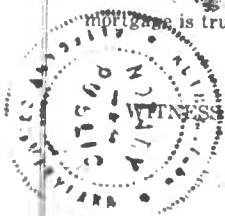
State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 2nd day of May - ~~May~~ - JUNE 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 Bernard Miller and Eleanor Nellie Miller, 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

Howard O. Davis and Blanche O. Davia, 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.

Ruth M. Todd
RUTH M. TODD Notary Public

Mtge City
June 29 54

FILED AND RECORDED JUNE 8th 1954 at 1:40 P.M.

This Mortgage, Made this 8th day of

June, in the year nineteen hundred and Fifty Four, by and between

Bernard Russell Lewis and Wilma Bernadette Lewis, 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 (\$2,000.00) 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 6% per annum, in monthly payments on the principal and interest of not less than Forty (\$40.00) Dollars, each monthly payment to be applied first to interest and balance to reduction of principal, interest for the following month to be calculated on the principal as so reduced.

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, piece or parcel of ground situate, lying and being in Election District No. 2 in Allegany County, Maryland, and more particularly described as follows:

Beginning for the same at a steel stake standing in the fourteenth line of the whole tract, of which the parcel hereby conveyed is a part, said stake standing at the intersection of the Southerly side of the Uhl Highway with said fourteenth line of the original tract and being also distant twenty (20) feet from the center line of said Uhl Highway, and said stake being also a division marker between the lands of Ira P. Lewis and those of Lawson Nixon adjoining the same on the Northwest side of the parcel hereby conveyed, and running thence with the Southerly side of Uhl Highway South 58-3/4 degrees East 247.5 feet to a steel stake; thence at right angles with said Uhl Highway by a new division line, South 31-1/4 degrees West 180.5 feet to a corner post of two fences; thence by another new division line North 68-1/4 degrees West 220.8 feet to a corner post of three fences situated on the fourteenth line of the original tract; thence by a true meridian course North 23 degrees East 219.65 feet to the place of beginning; containing 1.06 acres, more or less.

Being the same property conveyed by Ira P. Lewis et al to

the said Bernard Russell Lewis et ux by deed dated June 30, 1952, and recorded in Liber No. 242, folio 197, 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 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 - - - - Two Thousand (\$2,000.00)- - - - - 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 - - - - 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 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 seal of said Mortgagor

Attest:

William C. Dudley

Bernard Russell Lewis (SEAL)
Bernard Russell Lewis

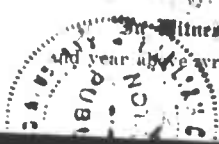
Wilma Bernadette Lewis (SEAL)
Wilma Bernadette Lewis

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 8th day of June, 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

Bernard Russell Lewis and Wilma Bernadette Lewis, 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.



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 JUNE 9th 1954 at 12:20 P.M.

This Mortgage, Made this 8th day of June in the year Nineteen Hundred and Fifty-Four, by and between

Coy R. Huffman and Nona V. Huffman, 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:



Mtge City

Whereas, the said Coy R. Huffman and Nona V. Huffman, his wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just and full sum of Twenty-Five Hundred and no/100----- Dollars (\$ 2500.00), to be paid with interest at the rate of six per cent (6 %) per annum, to be computed monthly on unpaid balances, in payments of at least Thirty----- Dollars (\$ 30.00) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accrued thereon, is paid in full, to secure which said principal, together with the interest accruing thereon, these presents are made.

And Whereas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (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 Coy R. Huffman and Nona V.

Huffman, 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 of that lot or parcel of land lying on the west side of a road ~~known~~ leading southward from The National Highway, about one mile west of the Village of Flintstone, Allegany County, Maryland, and just East of Ketterman's Store, it being a part of the land conveyed to Calvin and Chlorine Huffman by Emory J. Thompson et ux, by deed dated May 5th, 1943, and recorded in Liber 196, folio 62, one of the Land Records of Allegany County, Maryland, and within the following metes and bounds:

BEGINNING at a planted stone on the outline of the original tract, and a corner to lands reserved in above mentioned deed as having been conveyed to Leporta C. Combs, et ux, by Charles A. Propst et ux, by deed dated October 22nd, 1923, and recorded in Liber 145, folio 132 of said Land Records, and running then with part of a line

of said tract by magnetic meridian as of June, 1947, and horizontal measurements (1) South 41 degrees 52 minutes West 479.5 feet to a stake and stone pile, then through the adjoining tract (2) South 74 degrees 29 minutes East 667.5 feet to a post on the west side of the road, and at the northeast corner of the orchard, then with the west side of said road (3) North 4 degrees 18 minutes East 346 feet to a stake; (4) North 16 degrees 20 minutes West 51 feet passing a lone Locust, center line tree at plus 11.1 feet to a post on the division line between this tract and lands of James Teeter, then and leaving the road and with said Teeter's line (5) North 67 degrees 08 minutes West 362.5 feet to the beginning, containing 5 acres, more or less.

It being the same property which was conveyed unto the said Coy R. Huffman and Nona V. Huffman, his wife, by Calvin Huffman and Chlorine Huffman, his wife, by deed dated July 1st, 1947, and recorded in Liber 249, folio 485, 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 Coy R. Huffman and Nona V. Huffman, 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 Twenty-Five Hundred and no/100----- Dollars (\$ 2500.00) 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 Coy R. Huffman and Nona V. Huffman, 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 Coy R. Huffman and Nona V. Huffman,
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. Brocke writing

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

Witness, the hand and seal of said mortgagors

Attest:

Ethel McCarty
Ethel McCarty

Coy R. Huffman [SEAL]
Coy R. Huffman

Nona V. Huffman [SEAL]
Nona V. Huffman

State of Maryland,
Allegany County, to-wit:

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

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

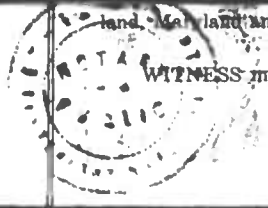
Coy R. Huffman and Nona V. Huffman, his wife,

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 _____ and agent of the CUMBERLAND SAVINGS BANK of Cumberland



land, Maryland and duly authorized to make this affidavit.

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

Ethel McCarty
Ethel McCarty-----Notary Public.

*Compared and Made correct
Mtg City
June 29, 54*

FILED AND RECORDED JUNE 9 1954 at 12:20 P.M.

This Mortgage, Made this 8th day of June
in the year Nineteen Hundred and Fifty-Four, by and between
George L. Long and Betty Lou Long, 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 George L. Long and Betty Lou Long, his wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just
and full sum of Four Thousand Three Hundred and no/100
Dollars (\$4300.00), to be paid with interest at the rate of six per cent (6%) per
annum, to be computed monthly on unpaid balances, in payments of at least
Thirty Dollars (\$ 30.00) per month plus interest; the first of said monthly
payments being due one month from the date of these presents and each and every month there-
after 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 there-
of, together with the interest thereon, the said George L. Long and Betty Lou Long,
his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-
LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following prop-

erty, to-wit:

All that lot or parcel of ground situated on the Easterly side of Seymour Street, in the City of Cumberland, Allegany County, Maryland, comprising parts of Lots Nos. 62 and 63 of Laing's Addition to Cumberland, the plat of which is recorded among the Land Records of Allegany County, in Liber No. 51, folio 724, and which said parts of said lots, are particularly described as follows, to wit:

BEGINNING for the same on the Easterly side of Seymour Street at the end of 24 feet and 2 inches on the first line of the lot conveyed by Patrick Higgins to R. E. Kauffman, by deed dated March 7, 1911, and recorded in Liber No. 107, folio 575, of the Land Records of Allegany County, and running thence with said Seymour Street, North 15 degrees 4 minutes East 21 feet and 10 inches, then at right angles to said Seymour Street, South 74 degrees 56 minutes East 100 feet to Clover Alley; thence with said Alley South 15 degrees 4 minutes

West 21 feet and 10 inches to the end of the second line of said Kauffman lot, and then with said second line reverse North 74 degrees 56 minutes West 100 feet to the place of beginning.

It being the same property which was conveyed to George L. Long and Betty Lou Long, his wife by Theodore J. Brant and Jessie I. Brant, his wife, by deed dated the 22nd day of May, 1950, and recorded in Liber 229, folio 182, 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 George L. Long and Betty Lou Long,
his wife, their _____ heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Four Thousand Three Hundred and no/100----- Dollars (\$ 4300.00) 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 _____

George L. Long and Betty Lou Long, 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 George L. Long and Betty Lou Long,
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 George L. Long and

Betty Lou Long, 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 George L. Long and Betty Lou Long, his wife,

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

Ethel McCarty [SEAL]
Ethel McCarty
George L. Long [SEAL]
George L. Long
Betty Lou Long [SEAL]
Betty Lou Long

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

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

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 L. Long and Betty Lou Long, 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 Vice-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.

Ethel McCarty
Ethel McCarty --- Notary Public.

Comptroller
 T. Geo. H. Foye Atty City
 July 19 18 54

FILED AND RECORDED JUNE 9th 1954 at 1:30 P.M.

PURCHASE MONEY

This Mortgage, Made this 8TH day of JUNE in the
 year Nineteen Hundred and fifty-four by and between
James D. Davy and Anna G. Davy, his wife,

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

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Five Thousand 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 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 known and designated as whole Lot No. 8 and the easterly half of Lot No. 9, Block No. 1, on Main Street in Potomac Park Addition situated about three miles Westerly of the City of Cumberland, Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

BEGINNING for the same at a stake on the Northeasterly side of Main Street at the end of the first line of Lot No. 7 and running then with said Northeasterly side North 43 degrees 23 minutes West 60 feet to a stake, then at right angles to said Main Street North 46 degrees 37 minutes East 159 feet to a stake on the Southwesterly side of a 20 foot alley, then with said alley line by a curve to the left of 5 degrees 40 minutes 44 seconds for a chord distance of 62.15 feet to a stake at the end of the second line of said Lot No. 7, Block No. 1, in said addition, and then with said second line reversed South 46 degrees 37 minutes West 140 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of George W. Hickle and Margaret E. Hickle, 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 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. Leage, 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 evi-

dencing 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 mortgagors' written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable after 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]

James D. Davy [SEAL]
James D. Davy
Anna G. Davy [SEAL]
Anna G. Davy

State of Maryland,
Allegany County, to-wit:

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

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 D. Davy and Anna G. Davy, 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.

Compared and ~~read~~ Delivered
To Geo. H. Legg City City
June 29 1954

LIBER 305 PAGE 152

FILED AND RECORDED JUNE 9th 1954 at 1:30 P.M.

PURCHASE MONEY

This Mortgage, Made this 8TH day of JUNE in the
year Nineteen Hundred and ~~Forty~~ Fifty-four by and between
Quentin I. Griffey and Hazel P. Griffey, his wife,

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

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Four Thousand & 00/100 - - - - - (2400.00) - - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Forty & 00/100 - - - - - (40.00) - - - - - Dollars,
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

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

All that piece or parcel of ground, situated in Election District No.
20, and lying and being in the village of Ellerslie, Allegheny County, Maryland,
and particularly described as follows: (Magnetic courses as of April 21, 1954
run with vernier readings and horizontal distances being used throughout.)

Beginning for the same at a fence post standing at the southwest
corner of the Ellerslie (Old) scholl lot, as now located; said post being, also,
at a point on the third line of that portion of the aforesaid school property
which was conveyed to the Board of School Commissioners of Allegheny County, by
deed of Samuel H. Albright, et ux, dated May 30, 1889, and recorded in Liber No.
67, folio 94 of the Land Records of Allegheny County, Maryland, and being, also,
at the intersection of two reference lines, viz: At the end of 35.37 feet on a
line drawn North 18 degrees 10 minutes East from the northwest corner of the
Methodist Church Community Hall, and at the end of 52.94 feet on a line drawn North
21 degrees 03 minutes West from the northeast corner of said Hall, and running then
from said beginning post and with the northerly limits of a street

- (1) S 74° 29' E 238.00 feet to a corner fence post, standing
at the southeast corner of the school
property, as now located; then with
the front line of said property, as
now located
- (2) N 24° 54' E 144.50 feet to a stake, standing on the westerly side
of a street, or alley, and distant about 20
feet in a southerly direction from the center

of an unnamed
Run; then approximately parallel with and to
said Run

- (3) S 75° 49' W 76.50 feet to a stake,
 (4) S 77° 13' W 137.70 feet to a stake,
 (5) S 74° 30' W 29.20 feet to a stake,
 (6) S 58° 21' W 42.20 feet to a stake standing on the aforesaid third line of the
 Albright parcel; then leaving said Run and
 running with a part of said third line
 (7) S 19° 51' W 81.20 feet to the boundary, containing .169 of an acre.

Being the same property which was conveyed into the parties of the first
 part by deed of the County Commissioners of Allegany County, Maryland, of even date,
 which is intended to be recorded among the Land Records of Allegany County, Maryland,
 shall accordingly with the recording of these presents.

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

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

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

The said mortgagor s hereby warrant generally to, and covenant with, the said mort-
 gagee that the above described property is improved as herein stated and that a perfect fee simple
 title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do
 covenant that they will execute such further assurances as may be requisite.

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

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

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

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

And the said mortgagor s, further covenant to insure forthwith, and pending the exist-
 ence 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 --- (\$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 lien or claim
 hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the
 mortgagee may effect said insurance and collect the premiums thereon with interest as part of the
 mortgage debt.

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

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

Witness, the hand and seal of the said mortgagors.

Attest:

[Handwritten signature]

Quentin L. Griffey (SEAL)
Quentin L. Griffey
Hazel P. Griffey (SEAL)
Hazel P. Griffey

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 8TH day of JUNE

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

Quentin L. Griffey and Hazel P. Griffey, 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

Geo. J. Lippert City Clerk
June 27 1954

FILED AND RECORDED JUNE 9 1954 at 1:30 P.M.

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

Raymond W. Hahne and Norma D. Hahne, his wife,

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

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Five Thousand Five Hundred & 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 4 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-four & 82/100 - - - (\$34.82) - - - 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 or parcel of ground situated on Prince George Street in the City of Cumberland, Allegany County, Maryland, and being known as Lot No. 1 and part of Lot No. 2, Block 4A of the Cumberland Heights Addition to Cumberland, 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 Prince George Street, said point being North 64 degrees 20 minutes West 25.07 feet from the intersection formed by the prolongation of the Westerly side of Stewart Avenue and the Northerly side of Prince George Street, and running then along the northerly side of Prince George Street North 64 degrees 20 minutes West 50.93 feet, then along a straight line drawn in a Northerly direction 135 feet more or less to a point on the southerly line of a 12 foot alley which line is the third line of the whole property conveyed to Harry L. Smith and Anna Nora Smith, his wife, by deed dated July 19, 1922, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 149, folio 593, said point being such as to divide said third line into two equal parts of 38.1 feet each, then from said



point and with said third line South 64 degrees 29 minutes East 38.1 feet to a point formed by the intersection of the southerly side of said 12 foot alley and the westerly side of Stewart Avenue, then along the westerly side of Stewart Avenue, South 2 degrees 33 minutes East 122.23 feet to a point of the westerly side of said Stewart Avenue and then by a curved line to the right tangent to the last named course with a radius of 15 feet 33.94 feet to the place of beginning, said curved line being at the said place of beginning tangent to the northerly side of Prince George Street.

Being the same property which was conveyed unto Raymond W. Hanne, single, by deed of C. Glenn Watson and Ethel M. Watson, his wife, dated the 9th day of May, 1942 and recorded among the Land Records of Allegany County, Maryland in Liber No. 193, folio 327.

"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 mortgagor 2 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. Lorge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand Five Hundred & 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 hands and seals of said mortgagors.

Attest:

[Handwritten signature]

Raymond W. Hahne [SEAL]
Raymond W. Hahne

Norma D. Hahne [SEAL]
Norma D. Hahne

_____ [SEAL]

_____ [SEAL]

State of Maryland.

Allegany County, to-wit:

I hereby certify. That on this 8TH day of JUNE

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 W. Hahne and Norma D. Hahne, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



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

George W. Legge
Notary Public.

Completed and Mailed *Caused E*
Mtge Frostburg Md
June 29 54

FILED AND RECORDED JUNE 9th 1954 at 8:55 A.M.

PURCHASE MONEY

This Mortgage, Made this 4th day of JUNE
in the year Nineteen Hundred and fifty-four, by and between

---PAUL C. HABERLEIN and DOROTHY HABERLEIN, 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

THREE THOUSAND - - - - -00/100 DOLLARS (\$3,000.00)

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 end 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 (1929 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 land lying and being in Allegany County, Maryland, situate in the Town of Frostburg and more particularly described as follows:

FIRST: ALL that lot or parcel of ground situated on the North side of Union Street and known and distinguished as Lot No. 11 of the First Addition to Frostburg, and more particularly described as follows:

BEGINNING for the same on the North side of Union Street, said point being at the end of fifty-seven feet on the first line of the whole lot and running with the lines of the whole lot, South sixty-four degrees East forty-two feet; North twenty-six degrees East one hundred and sixty-five feet; North sixty-four degrees West forty-two feet, then with a straight line South twenty-six degrees West one hundred and fifteen feet to a corner of an alley and with it South twenty-six degrees West fifty feet to the beginning.

SECOND: ALL that strip or parcel of land located on the Northerly side of East Union Street, and having a width of five feet on said Street and running back an even depth of fifty feet and being more particularly described as follows:

BEGINNING at the end of the first line described in the deed from Mary Hartman to Christian Fisher, dated January 29, 1891, and recorded in Liber No. 69, folio 410, of the Land Records of Allegany County, Maryland, and running thence with Union Street South sixty-four degrees East five feet; then reversing the fifth line described in the deed from Henry Schaub and wife to Christian Fisher, dated December 24, 1885, and recorded in Liber No. 62, folio 486, of the aforesaid Land Records of Allegany County, North twenty-six degrees East fifty feet; then with the third line of the said Mary Hartman deed reversed, North sixty-four degrees East five feet; then with the second line of said Hartman deed reversed South twenty-six degrees West fifty feet.

IT being the same property which was conveyed to the parties of the first part herein by W. Earle Cobey, Trustee, by deed of even date herewith and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage.

THIS MORTGAGE SECURES PART OF THE PURCHASE PRICE OF THE PROPERTY HEREINBEFORE DESCRIBED AND IS 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.

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 - - - - -00/100 DOLLARS (\$3,000.00)

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 ~~XXXXXXXXXXXXXXXXXXXX~~ 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 THREE THOUSAND 00/100 (\$3,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~XXXX~~ 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 Bath)

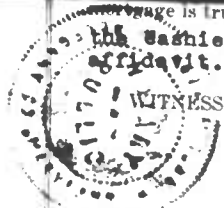
Rita M. Todd

Paul C. Haberlein [Seal]
PAUL C. HABERLEIN

Dorothy Haberlein [Seal]
DOROTHY HABERLEIN

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 4th day of JUNE 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. HABERLEIN and DOROTHY HABERLEIN, 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.

Keith M. Todd
Notary Public

FILED AND RECORDED JUNE 9th 1954 at 11:20 A.M.

This Mortgage.

Made this 8th. day of June in the year Nineteen Hundred and Fifty-four by and between

ERWIN W. SKIDMORE and EMMA THORPE 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 ONE THOUSAND NINE HUNDRED AND NO/100----- Dollars (\$1,900.00) with interest at the rate of six per centum (6 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Thirty-six -----74/00 Dollars, (\$ 36.74) commencing on the 8th. day of July , 195 4 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 June , 195 9 . 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 situated on the South side of Piney Mountain Road in Election District No. twenty-four (24), and South of the Village of Eckhart, Allegany County, Maryland, and more particularly described as follows: (true meridian courses and horizontal distances used throughout.)

BEGINNING for the same at the end of the third line of that lot or parcel of land which was conveyed by Russell W. Ryan and Annie E. Ryan, his wife, to Ezra J. Higgs, in a deed dated July 27, 1940, and recorded in Liber No. 187, folio 441, among the Land Records of Allegany County, Maryland, and said beginning being also at a fence post standing on the South side of the Piney Mountain Road and running thence with the South side of said Road, North eighty-six degrees twenty-four minutes East 115 feet to a stake, thence South 00 degrees twenty-five minutes East 100 feet to a stake, thence South eighty-seven degrees six minutes West 94.9 feet to a fence post standing at the end of the second line of the aforesaid Ryan-Higgs deed, thence with the third line thereof, North twelve degrees twenty-four minutes West 100 feet to the beginning, containing .24 of an acre, more or less.

BEING the same property which was conveyed to the said Ervin W. Skidmore and Erna Thorpe Skidmore, his wife, by deed from Rachel E. Knieriem, Trustee, dated November 6, 1950 and recorded in Liber 231, folio 607 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

the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Forty Eight and 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 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 FIRST: All that lot fronting twenty five feet on Patterson Avenue, in Cumberland, Allegany County, Maryland, known as Lot No. 28 of Block No. 7, in Rose Hill Addition to Cumberland, a plat of which said addition is recorded in Liber 1, Folio 31, one of the Plat Records of Allegany County, Maryland, which said lot is more particularly described as follows, to wit:

Beginning on the northerly side of Patterson Avenue at the end of the first line of Lot No. 27 in said Block No. 7 and running then with said Patterson Avenue North 57 degrees East 25 feet, then North 33 degrees West 100 feet to Arnett Terrace, then with it South 57 degrees West 25 feet to the end of the second line of said Lot No. 27, and then with said second line reversed South 33 degrees East 100 feet to the place of beginning.

Being the same property which was conveyed unto Herbert D. Lehr et ux by deed of Margaret A. Carter 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 SECOND: All that lot, piece or parcel of ground lying and being on the easterly side of Lee Street known and designated as part of Lots Nos. 397 and 398 on the Map of the David Lynn Estate (Map No. 5) of Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Map Case Box No. 38 among the Land Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to wit:

Beginning on the easterly side of Lee Street at the corner of an alley and at a point ten feet northerly of the end of the first line of a lot or parcel of ground described in a deed from the Cumberland Improvement Company to Sophia Brinker dated April 7, 1898, which is recorded in Liber 83, Folio 515, one of the Land Records of Allegany County, and running then with the easterly side of said street North 10 degrees 57 minutes East 21.75 feet, then South 79 degrees 3 minutes East 109 feet to the third line of Lot No. 398 of Map No. 5 of the Lynn Estate, then with part of said third line and with part of the third line of Lot No. 397 South 10 degrees 57 minutes West 21.75 feet to an alley 10 ft. wide laid off by the Cumberland Improvement Company, and then with said alley North 79 degrees 3 minutes West 109 feet to the place of beginning.

Being the same property which was conveyed unto Elsie D. Lehr and Herbert D. Lehr by deed of Edwin M. Horschler, Trustee, dated May 14, 1938, which is recorded in Liber 184, Folio 160, one of the Land Records of Allegany County, Maryland.

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

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

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

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways,

water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor , , **and 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** **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 mortgagor , , **and 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 mortgagor, , 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 (\$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 mortgagor , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor , , **for themselves and their** heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor 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 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 , , **and their** heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor .

Attest:

 (SEAL)
HERBERT D. LEHR

 (SEAL)
SHIRLEY L. LEHR

 (SEAL)
ELSIE D. LEHR

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 NINE HUNDRED AND NO/100-

(\$ 1,900.00) 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

Ervin W. Skidmore (SEAL)
ERVIN W. SKIDMORE

Erma Thayer Skidmore (SEAL)
ERMA THAYER SKIDMORE

(SEAL)

(SEAL)

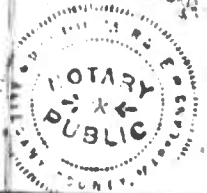
STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 8th. day of June 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

ERWIN W. SKIDMORE and ERLA THORPE SKIDMORE, 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. H. H. 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. H. H. 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 and year above written.



Ralph M. Race
Ralph M. Race, Notary Public

*Filed and Recorded
Rev. St. Legge City City
June 29 54*

FILED AND RECORDED JUNE 10 " 1954 at 12:05 P.M.

PURCHASE MONEY
This Mortgage, Made this 9TH day of June, in the year Nineteen Hundred and ~~Forty~~ Fifty Four by and between

Herbert D. Lehr and Shirley L. Lehr, his wife, and Elsie D. Lehr (divorced)

of Allegany County, in the State of Maryland part 1st of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seven Thousand (\$7000.00) Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 9th day of June,
in the year nineteen hundred and ~~thirty~~ fifty four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Herbert D. Lehr and Shirley L. Lehr, his wife, and Elsie D.
Lehr (divorced)

the said mortgagor s herein and ~~they~~ acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared 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.

Herbert D. Lehr
Notary Public

Witnessed and Made Right Hand
T. A. [Signature]
June 10, 1954

FILED AND RECORDED JUNE 10th 1954 at 125 P.M.

We, George Mc Shroyer and Lawrence E. Ellsworth, Administrators
of the Estate of Louis D. Shroyer, Deceased, pursuant to an Order
of Court, passed by the Orphan's Court for Allegany County, State of
Maryland, on May 28, A. D. 1954, and recorded among the Court Proceed-
ings of the Orphan's Court for Allegany County, State of Maryland,
in Liber Number 53, folio 575, do hereby release a certain mortgage
from Harris Lowery and Sarah Lowery, his wife, to Louis D. Shroyer,
same being dated April 18, A. D. 1923 and recorded among the Mortgage
Records of Allegany County, State of Maryland, in Liber Number ~~44~~, 86,
folio ~~22~~, 377.

Witness our hands and seals this 10th day of JUNE A. D. 1954.
Witness:

Lewis P. Walker

George M. Shroyer (SEAL)
George Mc Shroyer

Lawrence E. Ellsworth (SEAL)
Lawrence E. Ellsworth

Administrators of the Estate of Louis D. Shroyer, Deceased.

State of ~~Maryland~~ **WEST-VIRGINIA**,
MINERAL
Allegany County, to-wit:

I hereby certify, that on this 8th day of JUNE A. D. 1954, before me, the subscriber, a Notary Public of the State of ~~Maryland~~ ^{West Virginia}, in and for ~~Allegany~~ ^{Allegany} County, personally appeared George Mc Shroyer and Lawrence E. Ellsworth, Administrators of the Estate of Louis D. Shroyer, Deceased, and each of them acknowledged the foregoing Release of Mortgage to be their act and deed, as Administrators of the Estate of Louis D. Shroyer, Deceased.

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



Lewis P. Walker

Notary Public.

commission expires JAN. 3rd 1955

Comptroller of the Court
Mtgs City
June 29 54

FILED AND RECORDED JUNE 10th 1954 at 2:40 P.M.

THIS PURCHASE MONEY MORTGAGE, Made this 31st day of June, 1954, by and between LAWRENCE A. CLOPPER and PAULINE S. CLOPPER, 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 TWELVE THOUSAND DOLLARS (\$12,000.00), with interest from date at the rate of five per cent (5%) 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 One Hundred and Twenty Dollars (\$120.00) beginning on the 10th day of July, 1954, and a like and equal sum of not less than One Hundred and Twenty Dollars (\$120.00) on the said 10th day of each and every month thereafter, said monthly payments to be applied first to interest and the balance to unpaid principal debt. The

entire unpaid principal debt together with interest due thereon shall become due and payable ten years (10) from the date of this 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 Dollars (\$500.00), and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

All that certain piece or parcel of ground situated about four (4) miles West of the City of Cumberland, in the suburban section known as LaVale, in Election District No. 29, Allegany County, State of Maryland, and which was formerly part of the Christopher Weires' Farm and situated on the Northwest side and also on the Southeast side of Weires' Addition, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron stake standing on the northwest side of Weires Avenue and 1200 feet measured in a northeasterly direction along the northwest side of Weires Avenue from the point of intersection of the northwest side of Weires Avenue and the Northeast side of Eleanor Street, and running thence leaving the said northwest side of Weires Avenue at a right angle (Magnetic Bearings) as of 1951 and with Horizontal Measurements North 39 degrees and 50 minutes West, 150 feet to an iron stake, thence parallel with the said Weires Avenue, South 50 degrees and 10 minutes West, 50 feet to an iron stake, thence North 39 degrees and 50 minutes West, 229-4/10 feet to an iron stake at the fence line and also the third line of the adjoining property as conveyed by Zella J. Weires to H. F. Butler, et ux by deed dated the 1st day of December, 1951, and recorded in Liber No. 236, folio 484, one of the land records of Allegany County, thence with the remainder of the said third

line and the fourth line of the said Butler property, and the line of fence, North 62 degrees and 41 minutes East 223-2/10 feet to an iron stake at the corner fence post, and South 49 degrees and 7 minutes East, 408-8/10 feet to an iron stake in the line of fence, thence leaving the said Butler property and running with the line of fence along the south-easterly boundary of the said Weires Farm, South 23 degrees and 18 minutes West, 264-4/10 feet to an iron stake, thence leaving the line of fence, North 39 degrees and 50 minutes West, 189 feet to the beginning, containing 2 $\frac{1}{2}$ acres more or less.

Excepting, however, from this conveyance the 40 foot street, Weires Avenue, which crosses the whole property herein described and also the 20 foot right-of-way running from the said 40 foot street, Weires Avenue, adjoining and Southwest of the fifth line of this described property to the aforementioned W. F. Butler property. The above property being the same property conveyed unto the aforesaid Lawrence A. Clopper and Pauline S. Clopper, his wife, by a deed of conveyance from Zella J. Weires, Widow, dated the 3rd day of June, 1954, and recorded among the Land Records of Allegany County, Maryland, of even date herewith.

THIS MORTGAGE IS GIVEN TO SECURE A PART OF THE PURCHASE PRICE OF THE ABOVE DESCRIBED PROPERTY AND IS 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 said above described property 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 The First National Bank of Cumberland, its successors or assigns, the aforesaid sum of Ten Thousand Dollars, together with the interest thereon when and as the same becomes due and payable, according to the terms and provisions of this mortgage together with any future advances and the interest thereon loan pursuant to the provisions of this mortgage, and in the meantime due and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The First National Bank of Cumberland, its successors and assigns, or Thomas B. Finan, 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 (20) days' notice of time, place, manner and terms of sale, in some newspaper published in Allegany County, 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 and all premiums of insurance paid by the mortgagee, including taxes, and a commission of eight per cent (8%) to the party selling or making the 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 parties of the first part, their heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Ten Thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place

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

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.

APPEARS:

Lawrence A. Clopper (S. AL)
Lawrence A. Clopper

Pauline S. Clopper (S. AL)
Pauline S. Clopper

Thomas B. Tindal

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 31st day of June, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lawrence A. Clopper and Pauline S. Clopper, his wife, and acknowledged the foregoing mortgage to be their respective act; and at the same time, before me, also personally appeared A. 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; and the said

A. W. Tindal did further, in like manner, make oath that he is the president of The First National Bank of Cumberland, and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal.



A. A. Whinnick
Notary Public
My Commission expires May 2, 1956

FILED AND RECORDED JUNE 10th 1954 at 12:05 P.M.

PURCHASE MONEY

This Mortgage, Made this 9TH day of June, _____ in the
year Nineteen Hundred and fifty FOUR by and between _____

RUSSELL G. ROBESON AND MARY E. ROBESON, HIS WIFE,

_____ of Allegany County, in the State of Maryland, part 1a 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 (\$6000.00) 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 Sixty (\$60.00) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said 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 southeasterly side of McMullen Highway near the city limits of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to-wit:

Beginning for the same at a stake standing on the southeasterly side of McMullen Highway (Route 220), said stake being at the end of the second line of the deed from Chelele A. Liller et ux to Joseph F. Taylor et ux dated September 12, 1948, which is recorded in Liber 223, Folio 321, one of the Land Records of Allegany County, Maryland, said stake being also South 54 degree 44 minutes West 90.2 feet from the most northwesterly corner of the C. & L. Welding Company's Office Building, and running then with the southeasterly side of said Route 220 North 36 degrees 43 minutes East 60 feet to a stake, then South 53 degrees 17 minutes East 161.5 feet to a point on the right-of-way limits of the B. & O. Railroad Co., then with said right-of-way limits South 31 degree 30 minutes West 60.4 feet to a stake standing at the end of the third line of the aforementioned deed to Joseph F. Taylor, then leaving said right-of-way limits and with the said third line re-



versed North 53 degrees 17 minutes West 167.6 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Chelsie A. Liller et ux dated April 20, 1953, which is recorded in Liber 250, Folio 206, 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 Six Thousand (\$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

herby 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

Russell G. Robeson [SEAL]
RUSSELL G. ROBESON

Mary E. Robeson [SEAL]
MARY E. ROBESON

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 9TH day of June,

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 G. ROBESON AND MARY E. ROBESON, 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.

Completed and ~~Received~~ Delivered
To: *Geo. H. Lippel Atty City*
June 24 1954

LIBER 305 PAGE 176

FILED AND RECORDED JUNE 10th 1954 at 12:05 P.M.

This Mortgage, Made this 9TH day of June, in the
year Nineteen Hundred and fifty four by and between
Stanley T. Daniels and Gladys K. Daniels, his wife,

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

WITNESSETH:

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

By the payment of Sixty Seven (\$67.00) Dollars
on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All that lot or parcel of ground situated on the north-west side of Bedford Street in Cumberland, Allegany County, Maryland, it being the northeast half of Lot No. 3 of the Blocher Addition, the same being recorded in Liber E, Folio 117, one of the Land Records of Allegany County, and said lot being more particularly described as follows, to wit:

Beginning for the same at the southwest corner of Lot No. 4 of the aforementioned Blocher Addition, said point stands on the northwest side of Bedford Street, and running then with said Bedford Street and with part of the first line of Lot No. 3 reversed (magnetic bearings as of the old deed) South 22 degrees 15 minutes West 25 feet, then at right angles to Bedford Street North 67 degrees 45 minutes West 95.5 feet to a post standing at the end of the second line of parcel of ground conveyed by Mary J. Allen to Patrick Rowan by deed dated March 6, 1912, and recorded in Liber 109, Folio 486, one of the Land Records of Allegany County, then with the third line of said Rowan parcel North 22 degrees 15 minutes East 25 feet to a post intersecting the second line of Lot No. 3 of said Blocher Addition, and then reversing the said second line South 67 degrees 45 minutes East 95.5 feet to the place of beginning.

Reserving to the adjacent owners of the southwest half of said Lot No. 3 the use and occupation of a piece one foot one inch at the southwest corner of this piece of ground commencing at the end of 23 feet 11 inches on the first line of this piece of ground and running back from Bedford Street a distance of 34 feet 5 inches which strip of ground together with a contiguous strip or slip two feet 5 inches wide and running back from Bedford Street 34 feet 5 inches, and commencing for width at the end of 22 feet 7 inches on the first line of the deed for said Lot No. 3 from Sarah McNeill to Mary Shryer dated March 24, 1841, recorded in Liber BB, folio 454 and 456 etc., shall constitute an alley or passage way of a width of 3 1/2 feet, and running back a distance of 34 feet 5 inches, the perpetual use of said alley is granted to the said party of the second part, its successors and assigns,



in common with the owners of the adjoining or the southwest half of said Lot No. 3.

Being the same property which was conveyed unto the parties of the first part by deed of Sylvia R. Schwab dated October 11, 1950, recorded in Liber 231, Folio 277, 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. Ledge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Seven Hundred (\$6700.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the 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

Stanley T. Daniels [SEAL]
 STANLEY T. DANIELS
Gladys K. Daniels [SEAL]
 GLADYS K. DANIELS

State of Maryland,

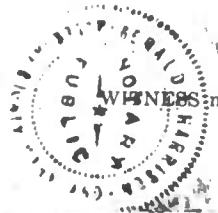
Allegany County, to-wit:

I hereby certify, That on this 9TH day of June,

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 T. Daniels and Gladys K. Daniels, 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 Mailed *Robb*
 To *Mtzer City*
June 29 1954

FILED AND RECORDED JUNE 10th 1954 at 3:35 P.M.

THIS MORTGAGE, Made this 7th day of June, 1954, by and between WILLIAM J. SLIDER and ELVA A. SLIDER, 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 (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 Twenty Nine Dollars and Twenty Two Cents (\$29.22) on account of interest and principal, payments to begin on the 7th day of July, 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, all that parcel of land situated on the Southerly side of the Uhl Highway in Election District No. 33 in Allegany County, State of Maryland, which is more particularly described as follows, to-wit:

BEGINNING for the same at a point which is South 2 degrees West 300 feet from the center of the Uhl Highway at the Westerly end of the whole tract of land of which this is a part, which was conveyed by Matilda Agnes Robinson, Widow, to Alonzo B. Slider and Viola V. Slider, his wife, by deed dated November 26, 1919, and

recorded among the Land Records of Allegany County, Maryland, in Liber No. 130, folio 708, and running thence from said beginning point (1) South 48 degrees West 350 feet; (2) South 16 degrees West 27.4 feet; (3) South 40 degrees West 34 feet; (4) South 28 degrees West 139 feet; (5) South 3 degrees West 71.3 feet; (6) South 5-1/2 degrees East 329 feet; (7) South 1 degree West 125 feet; (8) South 20 degrees East 31.7 feet; (9) South 76 degrees East 169 feet; (10) South 81 degrees East 176.3 feet; (11) South 71-1/2 degrees East 76 feet; (12) South 82 degrees East 50 feet; (13) East 236.7 feet; (14) North 89 degrees East 93.5 feet; (15) South 83 degrees East 131 feet; (16) South 86-1/2 degrees East 96.7 feet; (17) South 82-1/2 degrees East 139 feet; (18) North 72-1/2 degrees East 88 feet to the Westerly side of the Gorman Road, thence with the Westerly side of the Gorman Road, (19) North 49 degrees East 362 feet; (20) North 25-1/2 degrees East 150 feet; (21) North 40-1/2 degrees East 93 feet; (22) North 73 degrees East 122 feet; (23) North 56 degrees East 150 feet; (24) North 69 degrees East 244.5 feet; (25) North 52-1/2 degrees East 64.7 feet to the Southerly side of Uhl Highway, thence with the Southerly side of the Uhl Highway (26) North 59 degrees West 125 feet; (27) North 85-1/2 degrees West 50 feet; (28) North 82-1/2 degrees West 50 feet; (29) North 80-1/2 degrees West 50 feet; (30) North 78-1/2 degrees West 50 feet; (31) North 76 degrees West 50 feet; (32) North 70-1/2 degrees West 60 feet; and thence leaving the Uhl Highway, (33) South 26-1/2 degrees West 150 feet; (34) North 69-1/2 degrees West 916 feet; (35) North 26-1/2 degrees East 150 feet to the Southerly side of the Uhl Highway, thence along the Southerly side of the Uhl Highway; (36) North 69-1/2 degrees West 634 feet; thence leaving the Uhl Highway, (37) South 2 degrees West 274 feet to the point of BEGINNING.

Included in above conveyance is a perpetual right-of-way for vehicular and pedestrian travel from the land therein described across the parcel of land situated between the land therein described and the Uhl Highway, which said right-of-way shall follow the location of the present road way across said intervening land to the Uhl Highway.

It being the same property conveyed to the parties of the first part by Alonzo B. Slider and Viola V. Slider, his wife, by deed dated the 5th day of September, 1952, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 244, folio 153.

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 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 (\$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 hands and seals of the said mortgagors.

WITNESS as to both:

William J. Slider (SEAL)
William J. Slider

A. A. Helmick
A. A. Helmick

Elva A. Slider (SEAL)
Elva A. Slider

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 7th day of June, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared WILLIAM J. SLIDER and ELVA A. SLIDER, 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 forth.

WITNESS my hand and Notarial Seal.



A. A. Helmick
Notary Public

Compared and Verified *Chloro*
 To *Mtge City*
June 29 1954

FILED AND RECORDED JUNE 10th 1954 at 3:35 P.M.

THIS MORTGAGE, Made this 8th day of June, 1954, by and between LELA H. DAVIS, 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 Nine Hundred (\$900.00) Dollars, with interest from date at the rate of six (6%) per cent per annum, and which said sum the said party of the first part covenants and agrees to pay in equal monthly installments of Twenty One Dollars and Ten Cents (\$21.10) on account of interest and principal, payments to begin on the 25th day of July, 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 along the Northwesterly side of the Old Cumberland Road, in Election District NO. 7, in Allegheny County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING at an iron pin planted along the Northwesterly boundary of said lot and running thence along the Northwesterly boundary of said Old Cumberland Road, North 45 degrees 00 minutes East 212 feet to another iron pin along the Northwesterly boundary of said lot, thence leaving the boundary of said lot and running North 43 degrees 15 minutes West 99 feet to a chestnut stump, thence South 33 degrees 45 minutes West 212.7 feet to another iron pin, thence South 37 degrees 25 minutes East 50 feet, more or less, to the place of beginning.

It being the same property conveyed to William C. Davis and Lelah H. Davis, his wife, as tenants by the entireties, by Flora C. Mills and Roman D. Mills, by deed dated the 9th day of October, 1944, and recorded among the Land Records of Allegheny County, Maryland, in Liber No. 201, folio 577; William C. Davis having died in 1945, the entire title to this property is now vested in Lelah H. Davis by operation of law.

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 Nine Hundred (\$900.00) Dollars, together with the interest thereon, in the manner and at the times 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 forth 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 Hundred (\$900.00) 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:

[Handwritten signature]

Lelah H Davis (SEAL)
Lelah H. Davis

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 8th day of June, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LELAH H. DAVIS, widow, and acknowledged the foregoing mortgage to be her act and deed; and, at the same time, before me personally appeared ALBERT W. TUNDAI, 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.



H. H. Hall
Notary Public
My Commission expires May 2, 1955

FILED AND RECORDED JUNE 10th 1954 at 9:00 A.M.

This Mortgage, Made this *9th* day of *June* in the year nineteen hundred and fifty-four, by and between



Arley B. Combs and Elsie Combs, 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

Arley B. Combs and Elsie Combs, 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 *31x (69)* 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

Arley B. Combs and Elsie Combs, 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 land situated, lying and being about three miles Southwest of the City of Cumberland, Allegany County, State of Maryland, and along the Southerly side of the George's Creek Branch of the Western Maryland Railroad, and being part of a tract of land called "The Promised Land", and which said part is described as follows:

BEGINNING for the same at a point along the Southerly side of aforesaid railroad distant 53 feet measured at right angles from the center of said Railroad and at the end of the third line of the parcel of land conveyed by Henry Wiegand to Nancy O'Baker by deed dated 23rd day of October, 1903, and recorded among the Land Records of aforesaid Allegany County in Liber No. 94, folio 11, and running thence parallel to and distant 53 feet measured at right angles from the center of the Railroad, it being along and with a 20-foot wide street or road to be left open by the party of the first part hereto, his heirs and assigns, North 23 degrees 20 minutes East 50 feet to a stake standing, North 54 degrees 50 minutes West 7 feet from a small black oak tree marked with six notches in a line; then with a line parallel to the third line of the aforementioned lot from Henry Wiegand to Nancy O'Baker, South 43 degrees 15 minutes East 150 feet; thence South 23 degrees 20 minutes West 50 feet to a point on the aforesaid third line; thence with said third line, North 43 degrees 15 minutes West 150 feet to the place of beginning.

it being the same property which was conveyed unto the said Mortgagors by Jonas L. Combs and Martha E. Combs, his wife, by deed dated the 2nd day of April, 1937, and recorded in Liber No. 177, folio 249, 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 an 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:

Orley B. Combs (SEAL)
Orley B. Combs

James M. Arley

Elsie Combs (SEAL)
Elsie Combs

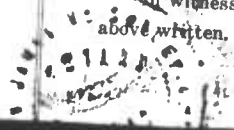
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 9th day of June 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 Orley B. Combs and Elsie Combs, 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. Arley
Notary Public

Mtyle City
June 29 1954

FILED AND RECORDED JUNE 10 1954 at 10:00 A.M.

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

Joseph Yakestich and Jennie Yakestich, his wife, and John W. Yakestich,

of Allegany County, in the State of Maryland

part ies of the first part, and

Earl E. Manges and A. Marteene Manges, his wife,



of Allegany County, in the State of Maryland,

parties of the second part. WITNESSETH:

Whereas, the Parties of the First Part are justly and bona fide indebted unto the parties of the Second Part in the full and just sum of Three Hundred Fifty (\$350.00) Dollars and which said sum shall bear interest at the rate of six per cent per annum, and which said principal sum and interest shall be repaid in equal monthly installments of Fifteen Dollars (\$15.00), and out of which said monthly payments first shall be deducted the interest on said principal sum or any balance thereof, and the balance to be applied to the reduction of said principal sum; and the first of which said monthly payments shall become due and payable on the 10th day of June, 1934, and monthly thereafter on the 10th day of each succeeding month until the said principal sum and interest shall be fully paid; with the right reserved unto the parties of the first part to prepay any or all of said principal sum and interest at any time prior to its maturity.

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

Joseph Yakestich and Jennie Yakestich, his wife, and John W. Yakestich,

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

Earl E. Manges and A. Marteene Manges, his wife, their heirs and assigns, the following property, to-wit:

ALL that lot or parcel of land situate on the northerly side of Avirett Avenue, formerly called Flat Street, in the City of Cumberland, in Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the said parcel of land at an iron bar on the northerly side of Avirett Avenue at the end of the first line of a deed from John M. Miltenberger and wife to Albert Diehl and Cozy Diehl, dated March 11, 1912, and recorded among the Land Records of Allegany County in Liber No. 109, folio 510, said bar being also 147.5 feet measured in a westerly direction from the intersection of the northerly side of said Avirett Avenue with the westerly side of said Lee Street; and running thence with the northerly side of Avirett Avenue, North 83 degrees 30 minutes West 20 feet; thence North 6 degrees 8 minutes East 78.5 feet to an alley 12 feet wide; thence with said alley, South 83 degrees 30 minutes East 21 feet to a point distant 147.5 feet measured in a westerly direction from the westerly side of Lee Street, said point being also the end of the second line of the aforesaid deed from John M. Miltenberger and wife to Albert and Cozy Diehl; thence with said second line reversed and corrected South 6 degrees 53 minutes West 78.5 feet to the beginning.

THE AFORESAID PROPERTY is the same property conveyed by deed dated the 28th day of February, 1930, by and between Earl E. Manges, Trustee, and Joseph Yakestich and Jennie Yakestich, his wife, and which said deed is recorded in Liber No. 228, folio 247, one of 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 aforesaid 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 Joseph Yakestich and Jennie Yakestich, his wife, and John W. Yakestich, their

heirs, executors, administrators or assigns, do and shall pay to the said Earl E. Manges and A. Marteene Manges, his wife, their

executors and administrators or assigns, the aforesaid sum of

Three Hundred Fifty Dollars (\$350.00) - - -

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

may hold and possess the above and property, upon payment by
of all taxes, assessments and public liens levied on said property, and which taxes,
assessments and public liens shall be paid by the mortgagor.

Notwithstanding to pay which amount is available

By the said 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 herein mortgage debt intended to be hereby secured, shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said

heirs, executors, administrators, and assigns, or
his heirs 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 Orange
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
accrued or not; and as to the balance, to pay it over to the said John B. ...
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 heirs, executors, administrators, representatives, heirs or assigns.

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

--- Five Hundred --- Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
accidents or the benefit of the mortgagee, their heirs or assigns, to the extent

of the amount of the mortgage debt and to pay the same yearly or
periodically in advance of the mortgage debt, and the proceeds of such insurance shall be
paid to the mortgagee, their heirs or assigns, to the extent of the mortgage debt.

Witness, John B. ...
John B. ...
John B. ...
John B. ...

305 192

State of Maryland,
Allegheny County, to-wit:

I hereby certify, that on the _____ day of _____,



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

[Signature]
Notary Public.

*Compared and Noted
Eugene E. Mangum City
By [Signature]
June 29 57*

This Mortgage.

Made this 27th day of May

in the year Nineteen Hundred and Fifty 1957, by and between
James T. Gray

Allegheny County, in the State of Maryland

of the first part, and Charles E. Taylor

Allegheny County, in the State of Maryland

part of the second part, WITNESSETH:

Whereas, the Party of the First Part is justly and bona fide

That the party of the first part at the first day of June 1917... of the year one thousand nine hundred and seventeen... of the year one thousand nine hundred and seventeen... of the year one thousand nine hundred and seventeen...

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 with the security thereof, together with the interest thereon, the said Zeida M. Gray,

do hereby grant, bargain and sell, convey, release and confirm unto the said Charles E. Taylor, his

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

And that lot of parcel of ground situated near the variety... of the city of... of the city of... of the city of...

beginning at a point on the easterly side of one street... of the first line of lot no. 3; and running thence with... of the second line of lot no. 3; and with said second line reversed...

The aforesaid property is the same property conveyed by... of even date herewith, by and between Charles E. Taylor and Zeida M. Gray and which said deed is to be recorded...

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 Zeida M. Gray, her

heirs, executors, administrators or assigns do not shall pay to the said

Charles E. Taylor, his

executors, administrators or assigns, the amount of

Two Thousand Four hundred (\$2,400.00) 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 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

Zeida M. Gray

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 Zeida M. Gray

seems bound to pay when legally demandable.

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

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

Zeida M. Gray, her

heirs, executors, administrators and assigns, or her

heirs, or their duly constituted attorney or agent, are hereby authorized and empowered, at any time hereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to execute and convey the same to the purchaser or purchasers thereof, his, 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 place, manner and terms of sale in some newspaper published in ~~the~~ Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising therefrom shall be applied 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 monies owing under this mortgage, whether the same shall have been then

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

Zeida M. Gray, her heirs or assigns, and

in lieu 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 Zeida M. Gray

further covenants to

maintain 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

Two Thousand Four Hundred (\$2,400.00) Dollars,

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

heirs or assigns, to the extent of the value of the property hereby mortgaged, and to place such policy or policies in the name of the mortgagee, her heirs or assigns, and to cause the same to be so framed or endorsed as to the mortgage debt.

Witness, my hand and seal, at said mortgagor:

At

Zeida M. Gray (SEAL)

State of Maryland, Allegany County, to-wit:

I hereby certify, that on this 27th day of May

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

Notary Public of the State of Maryland, in and for said County, personally appeared Zeida M. Gray

and acknowledged the foregoing mortgage to be her

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

Charles E. Taylor

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

115-1946

LIQUIDATION CERTIFICATE. Dated this 9th day of June 1954 before me, Notary Public, Fred S. Cashman and Mary V. Coakley.

That the undersigned, the undersigned, and they their heirs, assigns and assigns, do hereby certify that the FIDELITY SAVINGS BANK OF FROSTBURG, MARYLAND, a corporation organized under the laws of the State of Maryland, has been dissolved and its assets have been liquidated and the proceeds thereof have been distributed to the holders of its outstanding securities.

G. Alvin Krelling

Notary Public Rachel Krierien

For value received, The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, does hereby release the within mortgage.

Witness the hand of its President, duly attested by its Secretary, with its corporate seal affixed at Frostburg, Maryland, this 9th day of August, 1954.

(Corporate Seal)
Not. Ralph M. Rice
 Secretary

Wm. B. Yates
 President

9-1-54.

Composed and Mailed *to*
 To *Mtyle City*
June 29 1954

FILED AND RECORDED JUN 21 1954 at 2:20 P.M.

This Mortgage, made this 10th day of June, 1954, in the Year Nineteen Hundred and Fifty-four, by and between *Wm. B. Yates* and *Mary V. Coakley*, Notary Public, and *Wm. B. Yates*, hereinafter called Mortgagor, which expression shall include his heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and *M. JAMES McLAIR*, 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 sum of One Thousand (\$1,000.00) dollars, with said indebtedness, together with the interest thereon at the rate of five percentum (5%) per annum, to be paid in equal payments after the date hereof. The said Mortgagors do hereby covenant and agree to make payments on account of the principal indebtedness and interest as follows: to-wit: not less than seventy-five (\$75.00) dollars each month, the interest to be computed semi-annually at the rate aforesaid, and deducted from said payments, and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

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

All that piece or parcel of land lying and being in Allegany County, Maryland known as lot number sixteen (16) in Long's National Highway Second Addition, Layale, Maryland, a plat of which is filed among the Land Records of Allegany County, said lot being described as follows:

BEGINNING for the same at a point on the southwesterly side of Woodlawn Avenue, at the intersection with the Southerly side of Second Street, and running thence with said Woodlawn Avenue, South 41 degrees 19 minutes East 50 feet; thence South 48 degrees 41 minutes West 100 feet; thence North 41 degrees 19 minutes

West 50 feet to Second Street, and with said Street North 41 degrees 41 minutes East 170 feet to the place of beginning.

It being the same property which was conveyed by Elmer J. Carter and Finley C. Hendrickson, trustees, unto Ruth Long by deed dated September 13th, 1930, and recorded in Liber No. 164, folio 131, one of the Land Records of Allegany County.

The said Ruth Long has since intermarried with August B. Ricker and is now Ruth Ricker.

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

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

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid Ruth Ricker and August B. Ricker, her husband

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 may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby 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 P. 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. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee the improvements on the hereby mortgaged land to an amount of at least Seven Thousand

(27,000.00) 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 of said Mortgagor

Attest: George P. Hughes

Ruth Ricker (SEAL)
August B. Ricker (SEAL)
August B. Ricker (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 10th day of June, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Ruth Ricker and August B. Ricker, her husband

the within named Mortgagor, 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

Compared and ~~MAILED~~ Delivered *E*
 To *Mtge Frostburg Md*
June 27 1954

FILED AND RECORDED JUNE 11th 1954 at 10:15 A.M.

This Mortgage. Made this 10th. day of June in the year
 Nineteen Hundred and Fifty-four by and between

ROSIE M. BEMER, 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

Fourteen Hundred -----00/00 Dollars

(\$1,400.00) 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-four -----96/00 Dollars,

(\$ 24.96) commencing on the 20th. day of July, 1954 and on the 20th. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 10th. day of December, 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 party of the first part

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

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 ----- -00/00 (\$ 2,000.00) Dollars

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

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

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

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

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

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

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

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

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

WITNESS the hand and seal of said mortgagor.

ATTEST:

Ralph M. Race
Ralph M. Race

Rosa Madero (SEAL)
ROSIANA MADERO

Rosiana Madero (SEAL)
ROSIANA MADERO

(SEAL)

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 10th. day of June 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

ROSEMARY EVANS, widow

and she acknowledged the foregoing mortgage to be her act; and at the same time, before me also personally appeared ~~William J. Ingram~~ 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 J. Ingram~~ G. Alvin Kreiling 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 *correct*
To *Mt. Pleasant*
June 11 1954

FILED AND RECORDED JUNE 11" 1954 at 9:00A.M.

This Mortgage, Made this 10TH. day of June in the year Nineteen Hundred and FIFTY FOUR, by and between

----- WILLIAM J. INGRAM -----

of Allegany County, in the State of Maryland, part 1st of the first part, and

----- ROSA B. EVANS -----

of Allegany County, in the State of Maryland, part 2nd of the second part, WITNESSETH:



Whereas, the said party of the first part, stands indebted to the party of the second part, in the full and just sum of Three thousand (\$ 3,000.00) Dollars, as is evidenced by his promissory note of even date herewith which said sum of money is to be repaid at the rate of twenty five (\$ 25.00) Dollars per month, plus interest at the rate of five percent per annum, said interest to be paid semi-annually at which said time the same shall be adjusted, first of said payments to be made one month from the date of these presents and each and every month thereafter until the full amount of interest and principal 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 ~~party 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 those Lots or Parcels of ground in Allegany County, Maryland, said parcels or lots of ground being Lots Numbers 49, 50, and 51, of the L & L Park Addition, a plat of which said Lots are recorded in Plat Case No. 99, of the Land Records of Allegany County, Maryland,

It being the same parcels and Lots of ground which was conveyed to Rosa Blanche Evans, by Aron Lazarus, Jr. and Aron Lazarus, (widower) by Deeds dated April 29th, 1941, July 14, 1942, and the 27th. day of October 1945, all of which said deeds are recorded in a deed from Rosa Blanche Evans to Arnold E. Evans and Anna L. Evans, his wife, by deed dated the 7th. day of February 1953, and which said deed is recorded in Liber _____ filio _____, one of the Land records of Allegany County, Maryland, and it also being the same property that was conveyed by Arnold E. Evans and Anna L. Evans, his wife, by deed dated the 10th. day of June 1954, which said deed to William J. Ingram, is to be recorded simultaneously herewith and reference to which is hereby made.

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

Provided, that if the said ~~party of the first part,~~

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

~~party of the second part,~~

executor, administrator, or assigns, the aforesaid sum of ~~Three thousand~~

(\$ 3,000.00) dollars plus interest

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 10th. day of June
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. Ingram

and did acknowledge the foregoing mortgage to be his
act and deed, and at the same time before me also personally appeared

Rosa B. Evans

and did acknowledged mortgage 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.

E. G. O'Donnell
Notary Public.

Compared and Mailed *amount 6*
To *Shelton V. Wilson City City*
June 29 1954

FILED AND RECORDED JUNE 11th 1954 at 8:30 A.M.

This Mortgage, Made this 11 day of June,
in the year Nineteen Hundred and Fifty Four, by and between

James S. Helman and Maude S. Helman, his wife,

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

Wilbur V. Wilson

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

Whereas, the parties of the first part are now indebted to the party of



the second part 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 on or before five years after date with interest at the rate of 6% per annum, payable semi-annually, with the privilege of paying on the principal at any interest payment period.

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

parties of the first part

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

party of the second part, his

heirs and assigns, the following property, to-wit: All that lot or parcel of land situated in the City of Cumberland, Allegany County, Maryland, known as Lot No. 13 as shown on the map of Edgewood Park Addition to Cumberland, Maryland, recorded in Plat Book No. 106, 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 a point on the northerly side of Maplewood Lane distant North 64 degrees 13 minutes West 216.96 feet from the intersection of the northerly side of Maplewood Lane with the westerly side of Holland Street, and running thence with the northerly side of Maplewood Lane, North 64 degrees 13 minutes West 40 feet; thence North 25 degrees 42 minutes East 140 feet; thence South 64 degrees 13 minutes East 40 feet; thence South 25 degrees 42 minutes West 100 feet to the place of beginning.

Point to the said property conveyed by Isabelle Pier et al to the said James S. Holman et al by deed dated August 8, 1952, and recorded in Liber No. 243, folio 270, one of the Land Records of Allegany County, Maryland. Reference to said deed and the plat aforementioned is hereby made for a further description.

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

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

----- Three Thousand (\$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, his

heirs, executors, administrators and assigns, or

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

incurred 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

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 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:

Joyce Beretta Dorsey
Joyce Beretta Dorsey

James S. Helman [SEAL]
Maude S. Helman [SEAL]

[SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 11th day of June,
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 S. Nelson and Maude S. Nelson, his wife,
and _____ acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared
Albur W. Wilson,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set for forth.



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

Yvonne J. Nunemaker
Notary Public.

*Completed and Mailed under
Mtg # 2 Bedford St
JUN 20 1954*

FILED AND RECORDED JUNE 11th 1954 at 9:10 A.M.

This Mortgage, Made this 10th day of June,
in the year Nineteen Hundred and Fifty Four, by and between

Gerard T. Martin and Monica I. Martin, his wife,

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

Homer S. Oster and Anna G. Oster, his wife,

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

Whereas, the parties of the first part are now indebted to the said Homer
S. Oster and Anna G. Oster, his wife, as tenants by the entireties, in the full



and just sum of Four Thousand One Hundred Twenty-Seven Dollars and Twenty-Eight Cents (\$4,127.28) for which they have given their promissory note of even date herewith, payable on or before five years after date with interest at the rate of _____ per annum on the principal and interest of the said sum of Four Thousand One Hundred Dollars, the interest to be paid every six months on the principal and interest of the said sum, and all arrears due being said sum to be paid in full at the end of the term of principal, interest for the term of the said sum to be calculated on the principal as so reduced.

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

parties of the first part

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

parties of the second part, their

heirs and assigns, the following property, to-wit: All those two lots, pieces or parcels of ground lying and being in Somerville's Addition to Cumberland, Maryland, said two lots being known and designated as Lots Nos. 33 and 34 in said Addition, and described together as follows:

Beginning at the end of the first line of Lot No. 30, and running thence with Blackiston Avenue, South 21 degrees 24 minutes West 50 feet; thence South 68 degrees 36 minutes West 90 feet to a twelve foot alley; then with said alley, North 21 degrees 24 minutes East 50 feet to the end of the second line of Lot No. 32; and with said line reversed, South 68 degrees 36 minutes East 90 feet to the beginning.

Being the same property conveyed by Homer S. Oster, Guardian, to the said Gerard T. Martin et ux by deed dated May 29, 1945, and recorded in Liber No. 204, folio 130, 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 _____ parties of the second part, their _____ executor, administrator or assigns, the aforesaid sum of _____

Four Thousand One Hundred Twenty-Seven Dollars and Twenty-Eight Cents (\$4,127.28)

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

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

parties of the first part

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

parties of the first part

hereby covenant to pay when legally demandable.

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

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

parties of the second part, their

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

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

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the 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 Four Thousand One Hundred Twenty-Seven Dollars and Twenty-Eight Cents (\$4,127.28)

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:

Joyce Loretta Dorsey Gerard T. Martin [SEAL]
Gerard T. Martin
Joyce Loretta Dorsey Monica I. Martin [SEAL]
Monica I. Martin

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 10th day of June,

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

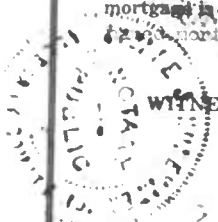
Gerard T. Martin and Monica I. Martin, his wife,

and acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared Wilbur V. Wilson,

Agent for Homer S. Oster and Anna G. Oster, 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, and that he is Agent for the within mortgagees and duly authorized by them to make this affidavit.



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

Yvonne J. Nemaska
Notary Public.

Compared and *sworn* to
in *Mtgo City*
June 29, 54

FILED AND RECORDED JUN 12 1954 at 9:30 A.M.

This Mortgage, Made this 10th day of

June in the year nineteen hundred and Fifty-four, by and between
ELDRIDGE A. COOK and BLANCH E. COOK, 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 Eldridge A. Cook and Blanch E. Cook, his wife,



stand indebted unto the said The Liberty Trust Company in the just and full sum of
TWELVE HUNDRED AND FIFTY (\$1250.00) 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 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 Eldridge A. Cook and Blanch E. Cook, his wife,

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 on the northerly side of Avirett Avenue, in the City of Cumberland, Allegany County, Maryland comprising parts of Lots Nos. 132 and 133 of the original Town Lots of Cumberland, and particularly described as follows, to-wit:

BEGINNING for the same on the northerly side of Avirett Avenue at the end of the first line of the lot conveyed by Emma Clark to Joseph H. Reinhart by deed dated March 29, 1920, and recorded in Liber No. 132, folio 20 of the Land Records of Allegany County, and running thence with the northerly side of Avirett Avenue, South 83-1/2 degrees East 29-3/4 feet, then North 6-1/2 degrees East 85-1/2 feet, then North 83-1/2 degrees West 29-3/4 feet to the end of the second line of the lot conveyed to Joseph H. Reinhart by the deed aforesaid, and running thence with said second line reversed, South 6-1/2 degrees East 85-1/2 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Albert R. Nitzriller, Trustee, by deed dated August 14, 1942, and recorded in Liber 194, folio 136, 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 Twelve hundred and fifty (\$1250.00)---- Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

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

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

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

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

of at least

twelve hundred and fifty ----- 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:

Eldridge A. Cook (SEAL)
Eldridge A. Cook

James M. Sosley

Blanch E. Cook (SEAL)
Blanch E. Cook

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 10th day of June 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 Eldridge A. Cook and Blanch E. Cook, 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

Compared and Mailed Dalbey

Mtge 18 Bank of America
June 29 54

FILED AND RECORDED JUNE 14th 1954 at 11:00A.M.

This Mortgage, Made this 17th day of June

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

Frank H. Kelley and Estella E. Kelley, his wife,

of Allegheny County, in the State of Maryland
 parties of the first part, and Agnes Dyche and William B. Dyche, her
husband,

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 full and just sum
 of Seven thousand (\$7,000.00) dollars, which said sum the said
 parties of the first part do hereby agree to pay in ^{consecutive} quarter annual
 installments of not less than two hundred (\$200.00) each, which
 shall include interest at the rate of five (5%) per cent. per
 annum accounting from July 1, 1954, the first of which said
 installments shall be due and owing on October 1, 1954.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
 paid, and in order to secure the prompt payment of the said indebtedness at the maturity 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 in or near the City of Cumberland, Allegheny County, Mary-
 land, known and designated as Lot No. one hundred and seventy-six
 (176) in the Cumberland Improvement Company's Eastern Addition to
 Cumberland, and particularly described as follows, to-wit:

BEGINNING on the westerly side of Monroe Street, at
 the end of the first line of Lot No. 175, of said Addition, and
 running thence with the westerly side of Monroe Street South fifty
 degrees and two minutes east forty feet; then at right angles to said
 street, south thirty-nine degrees and fifty-eight minutes west one hun-
 dred and twenty feet to an alley twelve feet wide, and running thence
 with said alley, north fifty degrees and two minutes west forty feet to
 the end of the second line of Lot No. 175, and then with said second
 line, reversed, north thirty-nine degrees and fifty-eight minutes east
 one hundred and twenty feet to the place of beginning.

ALSO Lots Numbers One hundred and seventy-five (175),
 one hundred and eighty-seven (187) and one hundred and eighty-eight

(155) of the Cumberland Improvement Company's Eastern Addition to the City of Cumberland.

SAID the same property that was conveyed to the said Frank E. Kelley and Estella E. Kelley, his wife, by deed from John F. Crowley, Sr., et al. dated the 5th day of June, 1954, and to be recorded simultaneously with the recording of this mortgage.

This is a purchase money mortgage given to secure a part of the purchase price of the above mentioned 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
parties of the second part, their
executor, administrator or assigns, the aforesaid sum of Seven thousand dollars
 together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

Seven thousand Dollars.

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

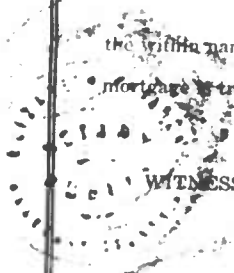
Attest:

Elizabeth Philson
Elizabeth Philson

Frank H. Kelley [SEAL]
FRANK H. KELLEY
Estella E. Kelley [SEAL]
ESTELLA E. KELLEY

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 1st day of June 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 H. Kelley and Estella E. Kelley, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared M. Agnes Dyche and William E. Dyche, her husband, 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 Notarial Seal the day and year aforesaid.

Elizabeth Philson
Notary Public.

Allen L. Brotemarkle
326 Pearl St. City
June 29 54

LIBER 305 PAGE 216

FILED AND RECORDED JUNE 14 " 1954 at 1:45 P.M.

THIS MORTGAGE, Made this ~~14th~~ day of June, 1954, by and between ALLEN LEE BROTEMARKLE and JEAN A. BROTEMARKLE, his wife, parties of the first part, and RUTH A. MOORE, Widow, party of the second part, all of Allegany County, Maryland, 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 Five Hundred (\$6,500.00) Dollars, without interest, payable as hereinafter set forth, which said sum represents a part of the purchase price of the property hereinafter described, and this mortgage is hereby declared to be a Purchase Money Mortgage; and

WHEREAS, the parties of the first part covenant and agree to pay unto the party of the second part the aforesaid sum of Six Thousand Five Hundred (\$6,500.00) Dollars in regular monthly installments of not less than Forty (\$40.00) Dollars each, payable on the 1st day of each and every month, beginning on the 1st day of July, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum is paid;

NOW, THEREFORE, 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 aforesaid indebtedness, as hereinbefore set forth, 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, her heirs, executors, administrators and assigns, all that lot or parcel of ground situated on the Westerly side of Pear Street, in the City of Cumberland, Allegany County, State of Maryland, comprising parts of Lots Nos. 5 and 6 in Hook's Fourth Addition to Cumberland, and particularly described as follows, to wit:

BEGINNING for the same on the Westerly side of Pear Street at the end of 105 feet measured in a Northerly direction along the Westerly side of Pear Street from its intersection with the Northerly side of Columbia Avenue, and running thence with the Westerly side of Pear Street, North 18 3/4 degrees East 28 feet, thence parallel with Columbia Avenue, North 69 1/4 degrees West 66 feet to Clay Alley, and with it South 18 3/4 degrees West 28 feet, then parallel with Columbia Avenue South 69 1/4 degrees East 66 feet to the place of beginning.

It being the same property conveyed to the said Allen Lee Brotemarkle and Jean A. Brotemarkle, his wife, by Ruth A.

Moore, Widow, by deed of even date herewith 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 party of the second part, her heirs, executors, administrators or assigns, the aforesaid sum of Six Thousand Five Hundred (\$6,500.00) Dollars 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 of which taxes and mortgage debt 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 the payment of the mortgage debt aforesaid, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, her heirs, executors, administrators, or assigns, or Walter C. Capper, 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 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 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, her heirs, executors, administrators or assigns, the improvements on the hereby mortgaged property to the amount of at least Six Thousand Five Hundred (\$6,500.00) 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, her heirs, executors, administrators or assigns, to the extent of her or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the first parties.

WITNESS as to both:

Allen Lee Brotemarkle (SEAL)
ALLEN LEE BROTEMARKLE

Eula Cook

Jean A. Brotemarkle (SEAL)
JEAN A. BROTEMARKLE

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 14th day of June, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ALLEN LEE BROTEMARKLE and JEAN A. BROTEMARKLE, 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 RUTH A. MOORE, Widow, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.



Eula Cook
NOTARY PUBLIC

Reviewed and returned
Lester H. Loggins Atty City
June 29 54

FILED AND RECORDED JUNE 14 1954 at 12:20 P.M.

PURCHASE MONEY

This Mortgage, Made this 11TH day of JUNE in the year Nineteen Hundred and fifty-four by and between

Ronald E. Livengood and Patricia N. Livengood, his wife,

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

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Five Thousand & 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 4 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-one & 65/100 - - (\$31.65) - - - - - 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 Northwesterly side of Frederick Street in the City of Cumberland, Allegany County, State of Maryland, and being the Southwesterly half of the lot known and designated as Lot No. 84 in Gephart's Bedford Road Addition to Cumberland, Maryland, and particularly described as follows, to-wit:

Beginning at a point on the Northwesterly side of Frederick Street, said point being distant sixteen and one-half feet from the end of the first line of Lot No. 83, in said Addition, and running

then with the Northwesterly side of Frederick Street, South forty-one degrees and eighteen minutes West sixteen and one-half feet; then at right angles to said Frederick Street, North forty-eight degrees and forty-two minutes West one hundred and seven and four tenths feet to Maple Alley, and with it, North forty-one degrees and eighteen minutes East, sixteen and one-half feet to a point distant sixteen and one-half feet from the end of the second line of Lot No. 83 in said Addition, then parallel with the second line of Lot No. 83, South forty-eight degrees and forty-two minutes East one hundred and seven and four tenths feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Julius C. Linaburg and Pearl Linaburg, his wife, of even date, which is intended to be recorded among the Land Records of Allegeny 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 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
Ronald E. Livengood (SEAL)
Patricia N. Livengood (SEAL)
Ronald E. Livengood
Patricia N. Livengood

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 11th day of JUNE

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

Ronald E. Livengood and Patricia N. Livengood, 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.

Compared and Money Delivered &
 To Geo. H. Lipp, Atty City
 June 2, 1954

FILED AND RECORDED JUNE 14 1954 at 12:20 P.M.

This Mortgage, PURCHASE MONEY Made this 11th day of June, _____ in the year Nineteen Hundred and fifty four by and between _____

Gilbert B. Lancaster Jr. and Hannah E. Lancaster, 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 Seven Thousand Five Hundred (\$7500.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Forty Nine and 50/100 (\$49.50) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All that lot or parcel of ground situated in Froetburg, Allegany County, Maryland, known as Lot No. 36 on the Plat of Eckhart Flat Addition No. 3 to Froetburg, Maryland, a plat of which said addition is recorded among the Land Records of Allegany County, Maryland, in Liber 109, Folio 733, which said lot is more particularly described as follows, to wit:

Beginning for the same on the northerly side of Mt. Pleasant Street where the dividing line between Lots Nos. 35 and 36 intersects the same, and running then with said dividing line North 26



degree 42 minutes East 184.79 feet, then South 63 degrees East 50 feet, then South 26 degree 42 minutes West 184.79 feet to the northerly side of Mt. Pleasant Street, and then with said street North 63 degrees West 50 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Gilbert J. Colmer et ux of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 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 Five Hundred (\$7500.00) 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:

[Signature] *[Signature]*
GILBERT B. LANCASTER JR. [SEAL]
HANNAH E. LANCASTER [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 11th day of June,

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

Gilbert B. Lancaster Jr. and Hannah E. Lancaster, 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.

FILED AND RECORDED JUNE 15th 1954 at 9:30A.M.

THIS PARTIAL RELEASE OF MORTGAGE, Made this *10th* day of June, 1954, by Nina D. Lichtenstein, of the City of Cumberland, Allegany County, Maryland, Witnesseth:

WHEREAS, the said Nina D. Lichtenstein is the holder of a mortgage from Milton I. Bennett and Nora A. Bennett, his wife, dated the 22nd day of November, 1948, and recorded among the Mortgage Records of Allegany County, Maryland, in Liber No. 218, folio 375; and,

WHEREAS, the said Milton I. Bennett and Nora A. Bennett, his wife, have reduced the principal amount of said mortgage and are desirous that part of the property covered and affected by said mortgage be released from the operation and effect thereof.

NOW, THEREFORE, THIS RELEASE WITNESSETH:

That for and in consideration of the premises and of the sum of one dollar, the said Nina D. Lichtenstein hereby releases from the operation and effect of said mortgage all those two lots and parcels of ground known as Lots Nos. 5 and 6 in LaVale Wonderland Addition, fully described in said mortgage as the SECOND parcel of ground therein, which said two lots Nos. 5 and 6 in LaVale Wonderland Addition are to be held by the said Milton I. Bennett and Nora A. Bennett, his wife, in the same manner as if the said mortgage had never been made, it being distinctly understood and agreed that Lots Nos. 12 and 14 in LaVale Wonderland Addition, being the two lots or parcels of ground conveyed by paragraph FIRST in the aforesaid mortgage are to remain fully covered and effected under all of the terms, covenants and conditions therein contained as fully as if this partial release of mortgage had not been executed.

WITNESS the hand and seal of the said releasor.

Nina D. Lichtenstein (SEAL)
NINA D. LICHTENSTEIN

STATE OF MARYLAND,
COUNTY OF ALLEGANY,

TO-WIT:

I HEREBY CERTIFY, That on this *10th* day of June, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Nina D. Lichtenstein, known to me to be the person whose name is subscribed to the within instrument of writing, and she acknowledged the foregoing partial release of mortgage to be her act and deed.



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

Dona Rita Leasure
NOTARY PUBLIC

Compared and Mailed *Records*
to Mtge Frostburg Md
June 29 11 57

FILED AND RECORDED JUNE 15 1954 at 8:40A.M.

PARTIAL PURCHASE MONEY ON REAL AND PERSONAL PROPERTY

This Mortgage, Made this 11th day of June

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

THEODORE L. SHAW and EVELYN H. SHAW, his wife, and
ROY H. SHAW and BEULAH MAE SHAW, his wife,

of Allegany County, in the State of Maryland,

part isa 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.

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, its successors and assigns, in the full sum of

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

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 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 isa of the first
part do give, grant, bargain and sell, convey, release and confirm unto the said part y
of the second part, its successors and assigns, the following property, to-wit:

FIRST PARCEL: ALL that lot, piece or parcel of land situated on the northerly side of Wenck Lane, at Sand Spring, near the city of Frostburg, in Allegany County, Maryland, which was conveyed by Charles C. Schramm et ux to Theodore L. Shaw et ux by deed dated June 11th, 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 that lot, piece or parcel of ground lying and being in Election District 3 in Allegany County, Maryland, which was conveyed by deed of Clersa F. H. Dolly et vir dated February 8, 1944, and recorded in Deeds Liber 198, folio 460 among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of said property.

EXCEPTING, therefrom, however, all that portion of said property which was conveyed by Roy H. Shaw et ux to Jacob E. Horst et al, Trustees, by deed dated February 18, 1954, and recorded in Deeds Liber 256, folio 405 among the Land Records of Allegany County, Maryland.

THIRD PARCEL: 1 - 1953 Pontiac Tudor Chieftain Deluxe automobile - Serial # P8XH98500, which automobile is titled in the name of Theodore L. Shaw.

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

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

- - -FOUR THOUSAND and 00/100 - - - -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 parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

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

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

the amount of at least Four Thousand ----- Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire
or other losses to inure to the benefit of the mortgagee its successors -----
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.

Witness: As to all:

David R. Willetts
DAVID R. WILLETTS

Theodore L. Shaw [Seal]
THEODORE L. SHAW

David R. Willetts
DAVID R. WILLETTS

Evelyn H. Shaw [Seal]
EVELYN H. SHAW

Roy H. Shaw [Seal]
ROY H. SHAW

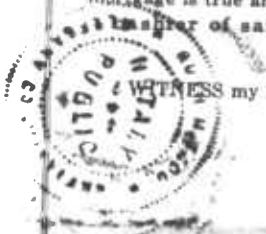
Beulah Mae Shaw [Seal]
BEULAH MAE SHAW

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 11th day of June
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

Theodore L. Shaw and Evelyn H. Shaw, his wife, and
Roy H. Shaw and Beulah Mae Shaw, 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. Todd
RUTH M. TODD Notary Public

Compared and Mailed ~~14666666~~
 To James A. Amund Attorney
 June 29 1954

FILED AND RECORDED JUNE 15th 1954 at 9:50 A.M.

This Mortgage, Made this 14th day of June

in the year Nineteen Hundred and Fifty-Four, by and between
 GEORGE S. PROELICH and GOLDIE W. PROELICH, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and THE SECOND NATIONAL BANK OF CUMBERLAND,
 CUMBERLAND, a National Banking corporation organized 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 Nineteen Hundred
 Dollars (\$1900.00) for money this day loaned the parties of the first
 part by the party of the second part, and which said principal sum of
 Nineteen Hundred Dollars (\$1900.00) together with interest at the rate
 of Five Per Centum (5%) Per Annum, the parties of the first part agree
 to repay in payments of not less than Fifty Dollars (\$50.00) per
 month, said payments to apply first to interest and the balance to
 principal. The first of said monthly payments to be due one (1)
 month from the date hereof and to continue monthly until the full
 amount of the principal and interest is 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 party
 of the second part, its successors

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

ALL that parcel of land situated in the City of Cumberland,
 Allegany County, Maryland, in Magruder's Addition, being Lot No. 1
 and part of Lot No. 3 and also the ground covered by an alley formerly
 laid out on the plat of said Addition, and more particularly described
 as follows, to-wit:

BEGINNING at the beginning of Lot No. 1 at the intersection of
 the Easterly side of Frederick Street extended and the Northerly side
 of Neill Street, and running thence with the Easterly side of Freder-
 ick Street, including Lot No. 1 and part of Lot No. 3, 50 feet, thence
 easterly and parallel with Hill Street, 113 1/2 feet to Lot No. 4 in said
 Addition, thence Southerly with the Westerly boundary lines of Lots
 Nos. 4 and 2, 50 feet to Hill Street, and with the Northerly side of
 Hill Street in a straight line to the beginning of Lot No. 1 and the

Intersection of Frederick Street and Mill Street aforesaid, including therein that part of a 10 foot alley located on the plat of said Addition as running from Mill Street Northorly parallel to Frederick Street between Lots No. 1 and 3, and 5 and 2, 4 and 6, and lying between Lot 1 and part of Lot No. 3 aforesaid and Lot No. 2 and part of Lot No. 4 opposite thereto.

It being the first parcel of ground conveyed unto George S. Appleton by Charles Z. Haskott, et al., by deed dated April 27, 1884, and recorded in Liber 170, folio 673, 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 party of the second part, its successors

~~executors, administrators~~ or assigns, the aforesaid sum of Nineteen Hundred Dollars (\$1900.00).

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

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

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

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

And the said parties of the first part

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

Nineteen Hundred Dollars (\$1900.00) 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 ~~NEW~~ 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 mortgagors.

Alfred
Edward Hinters
Edward Hinters
George S. Froelich [SEAL]
Gouldie P. Froelich [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 14th day of June 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 S. FROELICH and GOULDIE P. FROELICH, his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared JOHN H. MOSNEE, Vice-President and Cashier of The Second National Bank of Cumberland, Maryland, the within named mortgagee and made oath in due form of law, that the consideration mortgage is true and bona fide as therein set forth, and that he is duly to make this affidavit.

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

Chas E Shaw
Notary Public.



Compared and Mailed Returns
to Mortgagee
June 15 1954

FILED AND RECORDED JUNE 15th 1954 at 10:40A.M.
PURCHASE MONEY
This Mortgage, Made this 10th day of June in the year Nineteen Hundred and Fifty-four by and between EDWARD OLYN OXIS and ORA L. OXIS, 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 Ten Thousand and Eight Hundred - - - - - 00/00 Dollars (\$10,800.00) 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

Sixty - - - - - 04/00 Dollars, (\$60.04) commencing on the 1st. day of August, 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 10th. day of June, 1979, ~~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 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 piece or parcel of ground situated in Election District No. 28 and lying and being on the Northwesterly side of Center Street in the Town of Frostburg, Allegany County, Maryland and more particularly described as follows: (Magnetic courses as of date of original subdivision and horizontal distances being used throughout.)

BEGINNING for the same at a point on the Northwesterly side of Center Street, said point being at the end of 139.10 feet on a line drawn North 37 degrees 39 minutes East from the North corner of the intersection of Center and Steyer Streets and being also at the end of the second line of all that parcel of ground which was conveyed to the said John L. Geis, et ux, by deed from Rachel Knieriem, Trustee, dated February 11, 1947, and recorded in Liber No. 213, folio 474 of the Land Records of Allegany County, Maryland and running thence with the third line of said deed and with Center Street (distance corrected so as to provide consistency) South 37 degrees 39 minutes West 51.53 feet; thence with part of the third line of said whole parcel, North 38 degrees 22 minutes West 78.08 feet to a stake; thence at right angles across the whole parcel North 51 degrees 38 minutes East 50.00 feet to a stake standing at the end of a 90.00 feet on the second line of the whole parcel and with the remainder of said second line, South 38 degrees 22 minutes East 64.08 feet to the beginning. The premises herein described and intended to be conveyed are a part of Lot No. 13 and a part of Lot No. 14 of Llewellyn Heirs Addition to Frostburg as shown upon the plat of said Addition filed in Liber No. 45, folio 575 of the Judgment Records of Allegany County, Maryland.

BEING a part of the same property which was conveyed to the said John L. Geis, et ux, by the aforesaid deed from Rachel Knieriem, Trustee, dated and recorded as aforesaid.

BEING the same property which was conveyed to the said Edward Glynn Geis and Ora L. Geis, his wife, by deed of even date herewith, from John L. Geis and Elsie V. Geis, his wife, 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

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

Edward Glyn Geis (SEAL)
EDWARD GLYN GEIS

Ralph M. Race
Ralph M. Race

Ora L. Geis (SEAL)
ORA L. GEIS

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 10th. day of June 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

EDWARD GLYN GEIS and ORA L. GEIS, 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. ...~~ ^{G. Alvin Krolling}, 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. ...~~ ^{G. Alvin Krolling} 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 ~~MADE~~ Delivered
 To Leo H. Loggerty, City
 June 29 1954

FILED AND RECORDED JUNE 15th 1954 at 12:10 P.M.

This Mortgage, Made this 7th day of June in the
 year Nineteen Hundred and ~~FOUR~~ Fifty-four by and between
Trinity Evangelical Lutheran Church, Incorporated,

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

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor, the sum of
Fifteen Thousand & 00/100 - - - - - (\$15,000.00) - - - - - Dollars,
 which said sum the mortgagor agrees to repay in installments with interest thereon from
 the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of One Hundred Fifty & 00/100 - - - (\$150.00) - - - - - 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 mortgagor does 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 lying and being at the south-
 easterly intersection of Centre Street and Smith Street known and designated as
 part of Lot No. 15 in Gephart's Addition to the Town of Cumberland, Allegheny
 County, Maryland, a plat of which said addition is recorded in Liber E.E., folio
 522 one of the Land Records of Allegheny County, Maryland, which said parcel is
 more particularly described as follows, to-wit:

Beginning at the intersection of the Easterly side of Smith Street and
 the Southerly side of Centre Street on the plat of the said Town of Cumberland,
 and running then with the Southerly line of said Centre Street South $63\frac{1}{2}$ degrees
 East 79 feet to a line of the lot formerly owned by William Hext, then with the
 line of said lot South $23\frac{1}{2}$ degrees West 107 feet 4 inches to a line of the lot
 formerly owned by Joseph Bruting, then with the line of said lot extended North
 $63\frac{1}{2}$ degrees West 79 feet to the Easterly line of Smith Street, and then with the
 Easterly line of said street by a straight line to the place of beginning.

Being the same property which was conveyed by Lawrence E. Smith et al,
 Trustees to the German Evangelical Lutheran Trinity Congregation Unaltered Augsburg
 Confession of Cumberland, Maryland, a corporation, which name has been changed by
 corporate amendment, approved August 28, 1945, which is recorded in Liber 8, folio
 578, one of the Corporate Records of Allegheny County, Maryland, to Trinity



Evangelical Lutheran Church Incorporated, said deed dated February 24, 1930, being recorded in Liber No. 162, folio 565, one of the Land Records of Allegany County, Maryland.

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

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

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

The said mortgagor hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that it will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privilegea 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 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 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 mortgagor, its successors or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, its successors or assigns.

And the said mortgagor, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Thousand & 00/100 - - - (\$15000.00) - - - - - 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 mortgagor, as additional security for the payment of the indebtedness hereby secured, does hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor, for itself and its successors hereby covenants 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 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 ~~and~~ ^{its successors} ~~and~~ ^{and} ~~its personal representatives and assigns,~~ without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor

Attest:

George W. Welsh
George W. Welsh, Secretary

Trinity Evangelical Lutheran Church, Incorporated (SEAL)
By Ernest M. Schaidt (SEAL)
Ernest M. Schaidt, President

_____(SEAL)
_____(SEAL)

State of Maryland,

Alleghany County, to-wit:

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

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

Ernest M. Schaidt, President of the Trinity Evangelical Lutheran Church, Incorporated,

the said mortgagor 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



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

George W. Legge
Notary Public

Compared and ~~made~~ Delivered &
To Les H. Lippert Atty Atty
June 28 1954

LIBER 305 PAGE 238

FILED AND RECORDED JUNE 15th 1954 at 12:20 P.M. .

PURCHASE MONEY

This Mortgage, Made this 14th day of JUNE in the
year Nineteen Hundred and fifty-FOUR by and between

Irving W. Athey and Bartha L. Athey, 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 Three Thousand Seven Hundred & 00/100 - - - (\$3700.00) - - 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 & 00/100 - - - (\$100.00) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All that piece and parcel of land lying and being in Mapleside, Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a point on the Westerly side of Chestnut Street (now called New Hampshire Avenue) at the end of a line fence between the property of Mary E. Shoemaker and the property of Francis Wempe; and running then with Chestnut Street (now New Hampshire Avenue) North 27 degrees 24 minutes East 150 feet; then parallel with said fence, North 63 degrees West 114 feet; North 64 degrees 20 minutes West 64 feet; North 78 degrees 30 minutes West 38 $\frac{1}{2}$ feet; then parallel with Chestnut Street (now New Hampshire Avenue) South 27 degrees 24 minutes West 150 feet to the aforesaid line fence between the property of Mary E. Shoemaker and Francis Wempe; then with said fence, South 78 degrees 30 minutes East 38 $\frac{1}{2}$ feet; South 64 degrees 20 minutes East 64 feet; South 63 degrees East 114 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Joseph Walter Bernhart and Elva Louvada Bernhart, his wife, of even date, which is intended to be recorded

among the Land Records of Allegany County, Maryland, and to be recorded

with the recording of these presents.

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

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

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

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

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

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

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

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

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

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

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

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

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evi-

dencing 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. Hanna Irving W. Atney [SEAL]
Irving W. Atney
Bertha L. Atney [SEAL]
Bertha L. Atney

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 14TH day of JUNE

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

Irving W. Atney and Bertha L. Atney, 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
Notary Public.

Compared and ~~Witnessed~~ Delivered &
Geo. H. Legge Atty. City
 June 29 1954

FILED AND RECORDED JUNE 15th 1954 at 12:20 P.M.

PURCHASE MONEY

This Mortgage, Made this 14th day of JUNE in the year Nineteen Hundred and fifty-FOUR by and between Alfred M. Kirk and Olga S. Kirk, his wife,

_____ of Allegany County, in the State of Maryland, part 108 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousand 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-seven & 49/100 - - - (\$37.49) - - - 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 Allegany County, Maryland, known and distinguished as Lot No. 35, in Cresap Park Addition, in Election District No. 7, and being more particularly described as follows, to-wit:

Beginning for the same on the southwesterly side of Darrow's Lane at the end of the first line of Lot No. 3^b, and running then with Darrow's Lane South thirty-one degrees East forty feet; then South fifty-nine degrees West one hundred and seventy-five feet to a ten foot alley; then with said ten foot alley, North thirty-one degrees West forty feet to the end of the second line of Lot No. 3^b; then reversing said second line, North fifty-nine degrees East one hundred and seventy-five feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Carl Nichols and Lillie Mae Nichols, 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 they will execute such further assurances as may be requisite.

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

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

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

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

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

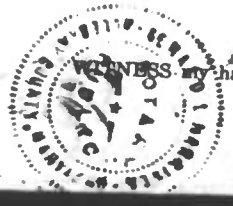
Alfred M. Kirk [SEAL]
Alfred M. Kirk
Olga S. Kirk [SEAL]
Olga S. Kirk

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 14TH day of JUNE
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

Alfred M. Kirk and Olga S. Kirk, 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.

Mtge City

June 27 1954

FILED AND RECORDED JUNE 15 1954 at 2:35 P.M.

This Mortgage, Made this 15th day of June
in the year Nineteen Hundred and Fifty - Four _____, by and between

CHARLES S. HANSEL (widower)

of Alleghany County, in the State of Maryland
part Y 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 Alleghany 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 full and just sum of Thirteen Thousand Dollars (\$13,000.00), this day loaned the party of the first part which principal sum with interest at 5% per annum is to be repaid by the party of the first part to the party of the second part in payments of not less than One Hundred and Fifty Dollars (\$150.00) per month, said payments to be applied first to interest and the balance to principal; the first of said payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

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

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

ALL those parcels of ground situated in District No. 7, in Alleghany County, Maryland, and described as follows, to wit:

1. Parts of Lots Nos. 170 and 171, of the Cresap Park Addition, being the same property which was conveyed to the party of the first part by the Frostburg National Bank, by deed dated May 17, 1951, and recorded among the Land Records of Alleghany County in Liber No. 234, folio 166.
2. That parcel of land which was conveyed to the party of the first part by Walter M. McVitty, by deed dated May 12, 1950, and recorded among said Land Records in Liber No. 229, folio 72.
3. Parts of Lots Nos. 170 and 171 of Cresap Park Addition, conveyed to the party of the first part by E. C. Kelly and William R. Warscaden, Trustees, by deed dated January 17, 1950, and recorded among said Land Records in Liber No. 228, folio 29.
4. Tract of land containing approximately 17.95 acres, near Rawlings, in Alleghany County, Maryland, known as the "Home Place", and being the same property which was conveyed to the party of the first part by P. C. Barnes and Harry R. Donnelly, Trustees, by deed dated June 9, 1921, and recorded among said Land Records in Liber No. 137, folio 56.

EXCEPTING from this last mentioned conveyance a parcel of 0.37 acre which was conveyed by the party of the first part to R. S. Norman by deed dated May 5, 1947, and recorded among said Land Records in Liber No. 214, folio 698; also

Parcel of 0.37 acre conveyed by the party of the first part to E. A. McCoy and wife by deed dated November 4, 1946, and recorded among said Land Records in Liber No. 212, folio 245.



Reference to all of the above mentioned deeds is hereby made for a more particular description of the properties thereby conveyed by metes and bounds.

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

Provided, that if the said 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

~~or assigns, the aforesaid sum of~~
--- Thirteen Thousand and no/100 (\$13,000.00) 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 his part to be performed, then this mortgage shall be void.

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

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

hereby covenants to pay when legally demandable.

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

party of the second part, its successors and

~~or 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

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

And the said party of the first part

further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirteen Thousand and no/100 (\$13,000.00) 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 said mortgagor.

Attest: *[Signature]*

Charles S. Hansel (SEAL)
Charles S. Hansel

State of Maryland,
Allegany County, to-wit:

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

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

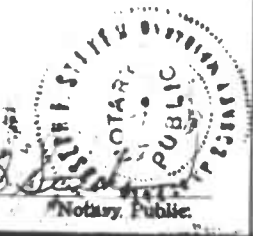
CHARLES S. HANSEL (widower)

and _____ acknowledged the foregoing mortgage to be his
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. [Signature]



Compared and ~~Read~~ Delivered *E*

To *Mtgee City*

June 29 1954

FILED AND RECORDED JUNE 15th 1954 at 3:15 P.M.

Part Purchase Money

THIS MORTGAGE, Made this 11th day of June, in the year
1954 by and between ROSCOE G. CURRY and GRACE CURRY, his wife, of Allegany
County, Maryland of the first part, and THE LIBERTY TRUST COMPANY, a corpo-
ration duly incorporated under the laws of Maryland, Cumberland, Maryland,
Trustee for Bess R. Buchanan of the second part, WITNESSETH:

WHEREAS the said Mortgagors are justly and bona fide in-
debted unto the said Mortgagee in the full sum of Eight Thousand (\$8,000.00)

Dollars, which said sum is payable one year after date hereof together with the interest thereon at the rate of Six percentum(6%) per annum.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do bargain and sell, give, grant, convey, release and confirm unto the said The Liberty Trust Company Trustee for Bess R. Buchanan, its successors and assigns, the following property to-wit:

All that lot or parcel of land lying and being in Allegany County, Maryland, known as Lot No. 65 in the Second Addition to Roberts Place, which is described as follows:

BEGINNING at a point on the easterly side of Roberts Avenue at the end of the second line of Lot No. 64 and running thence with the easterly side of said Avenue, North 20 degrees East 40 feet, then South 69 degrees 10 minutes East 183.5 feet, then South 12 degrees 40 minutes West 36.5 feet to the end of the third line of Lot No. 64, then with said third line reversed, North 70 degrees 27 minutes West 188.3 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Anna B. Charles by deed dated April 2, 1943, and recorded in Liber 197, folio 620, of the Land Records of Allegany County, Maryland.

All that real estate situated, lying and being in Allegany County, State of Maryland, known and designated as Lot No. 66, Roberts Place, Second Addition, situated along the Old River Road, (now known as McMullen Boulevard), said lot being more particularly described as follows, to-wit:

BEGINNING at a point on the southeasterly side of Roberts Avenue at the division line between Lots 67 and 66 and running thence with said division line, South 68 degrees 19 minutes East 179.8 feet, thence South 14 degrees 30 minutes West 40.5 feet to the southerly line of Lot No. 65 and with said line, North 69 degrees 10 minutes West 183.5 feet to Roberts Avenue and with said Avenue, North 15 degrees 20 minutes East 43 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Elizabeth Buchanan, widow, et al., by deed dated October 9, 1943, and recorded in Liber 197, folio 623 of said Land Records.

All that lot or parcel of ground comprising one-half of Lot No. 67 in the Second Addition to Roberts Place, in Allegany County, Maryland and more particularly described as follows, to-wit:

BEGINNING for the same at the end of the first line of Lot No. 66 as shown on a Plat of Roberts Place, Second Addition, duly filed for record among the Land Records of Allegany County and running thence with Roberts Avenue, North 20 degrees East 2 feet, thence continuing with said



Roberts Avenue, North 32 degrees East 21-1/2 feet to a stake, thence across said Lot No. 67, South 65 degrees 13 minutes East 174.6 feet, thence South 14 degrees 30 minutes West 14 feet, thence North 69 degrees 19 minutes West 179.8 feet to the point of beginning.

It being the same property which was conveyed unto the said Mortgagors by Van Lew Moffett, widow, et al., by deed dated July 28, 1941, and recorded in Liber 195, folio 310, of the Land Records of Allegany County, Maryland.

All those lots or parcels of ground situated in Second Addition to Roberts Place, in Allegany County, Maryland, comprising one-half of Lot No. 67 and all of Lot No. 68 and more particularly described as follows:

BEGINNING for the same at a stake in the southeasterly side of Roberts Place, it being a corner of Lots 68 and 69, as shown on a Plat of the Second Addition to Roberts Place, duly recorded among the Land Records of Allegany County and thence with a line of Lot 69, South 58 degrees 00 minutes East 162.3 feet to a stake, it being also a corner of Lots 68 and 69, thence South 19 degrees 30 minutes West 37 feet to a stake, thence across said Lot No. 67, North 65 degrees 13 minutes West 174.6 feet to a stake standing in a line of the original Lot No. 67 on the southeasterly side of Roberts Place, thence with said Roberts Place, North 32 degrees 00 minutes East 63.5 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Paul A. Martin et ux., by deed dated June 13, 1946, and recorded in Liber 209, folio 597, of the Land Records of Allegany County, Maryland.

All that lot or parcel of ground situate in Allegany County, Maryland, known as Lot Sixty-nine (69) and Seventy (70) in Second Addition Roberts Place, situate along the Old River Road, now called McMullen Boulevard, a plat of which Addition is recorded among the Land Records of Allegany County, Maryland.

It being the same property which was conveyed unto the said Mortgagors by Ruth G. Kemp (divorced) by deed dated May 17th, 1954, and duly recorded prior to this mortgage among the Land Records of Allegany County.

All those lots or parcels of ground known and designated as Lots Nos. 71, 72, 73, 74, 75 and 76, and an unnumbered parcel of ground 30 feet in width lying between Lots 70 and 71 as shown on the Amended Plat of the Second Addition to Roberts Place duly filed for record among the Land Records of Allegany County, Maryland and more particularly described as a whole as follows:

BEGINNING for the same at a point on the easterly side of

Roberts Avenue and at the end of the first line of Lot No. 70, and running thence with the easterly side of Roberts Avenue, North 32 degrees East 285 feet to the westerly side of First Street, thence with the westerly side of First Street, South 55 degrees 30 minutes East 86 feet, thence South 24 degrees 55 minutes West 37 feet, thence South 19 degrees 55 minutes West 96.9 feet, thence South 19 degrees 30 minutes West 152.91 feet to the end of the second line of Lot No. 70 and thence reversing said second line, North 50 degrees West 114.5 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by George Buchanan and Randolph Millholland, Sr. executors of the estate of Elizabeth (Betty) Roberts, deceased, by deed dated February 3rd, 1947, and recorded in Liber 218, folio 477, one of the Land Records of Allegheny County.

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

TO HAVE AND TO HOLD the above described property 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 The Liberty Trust Company, Trustee for Bess R. Buchanan, its successors and assigns, the aforesaid sum of Eight Thousand Dollars (\$8,000.00) together with the interest thereon, when and as the same becomes due and payable, according to the tenor of the promissory note aforesaid, and in the meantime, do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured; all of 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 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, Trustee for Bess R. Buchanan, 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 (20) days' notice of time, place, manner and terms of sale in some newspaper published in Allegany County, 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 and all premiums of insurance paid by the mortgagee, including taxes, and a commission of eight percent (8%) 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 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 parties of the first part, their heirs and assigns.

And the said parties of the first part further covenant and agree 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 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.

Roscoe G. Curry (SEAL)
Roscoe G. Curry

Grace Curry (SEAL)
Grace Curry

WITNESS: Thomas L. Keech

STATE OF MARYLAND, ALLEGANY COUNTY' to-wit:

I HEREBY CERTIFY, that on this 11th day of June, 1954, before me, the subscriber, a Notary Public of the State of Maryland and Allegany County aforesaid, personally appeared Roscoe G. Curry and Grace Curry, his wife, and acknowledged the foregoing instrument of writing to be their act and deed; and also, personally appeared before me Charles A. Piper, President of The Liberty Trust Company, Trustee for Bess R. Buchanan, the

within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and correct as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President of The Liberty Trust Company, Trustee for Bess R. Buchanan, and duly authorized by it to make this affidavit.

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



James M. Ashley
Notary Public

Compared and ~~Made~~ Delivered
in *Wetzel City*
June 29 1954

FILED AND RECORDED JUNE 15th 1954 at 3:15 P.M.

This Mortgage, Made this 11th day of

June in the year nineteen hundred and Forty-five, by and between
OTTILIE B. M. HEIPP (unmarried)

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

Witnesseth:

Whereas, the said Otilie B. M. Heipp



stands indebted unto the said The Liberty Trust Company in the just and full sum of
THREE HUNDRED AND FIFTY (\$350.00) ----- Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of 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 Otilie B.M. Heipp

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 tract or parcel of land situate on the east side of the Beans Cove Road in Election District No. 21 in Allegany County, Maryland and being part of a tract of land called "Yergan" and more particularly described as follows, to-wit:

BEGINNING for said tract at a white oak stump, it being the beginning of "Yergan" and it being also the end of the third line of a tract of land called "Isaac's Blessing" surveyed for Isaac Davis on the 20th day of July, 1827, and it being also the end of the 21st line of a tract of land called "Addition to Turkey Range" surveyed for Amos Davis the 22nd day of November, 1814 and running thence with part of the 1st line of "Yergan", magnetic bearings as of July 22, 1938 and with surface measurements, North 66 degrees 27 minutes west 417 feet to the center of Beans Cove Road; thence with the center of Beans Cove Road (a new line July 22, 1938) North 21 degrees 50 minutes east 315-1/10 feet to a point on the line dividing the State of Maryland from the Commonwealth of Pennsylvania and with it South 84 degrees 10 minutes east on a horizontal measurement 941 feet to a stake to the end of the 20th line of the aforesaid tract called "Addition to Turkey Range" and with the 21st line thereof South 61 degrees and 15 minutes West 759 feet to the beginning, containing 6-2/10 acres more or less.

It being the same property which was conveyed unto Elsie Heipp, unmarried, by Marshall I. Deremer and wife by deed dated February 9, 1946, and recorded in Liber No. 207, folio 190, one of the Land Records of Allegany County. The said Elsie Heipp departed this life intestate on May 2nd, 1952 leaving the said Otilie B.M. Heipp, her sister, as her only heir at law.

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 hundred and Fifty ----- Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

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

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

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

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mort-

gagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Three hundred and fifty (\$350.00)-----Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Ottilie B. M. Heipp (SEAL)
Ottilie B. M. Heipp

James M. Lorde

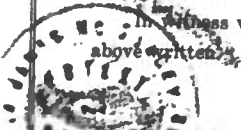
(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 11th day of June 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 Ottilie B. M. Heipp

and she acknowledged, the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

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



James M. Lorde
Notary Public

Compared and ~~read~~ Delivered &
Wm. H. Lippert City Clerk
June 29 54

FILED AND RECORDED JUNE 16th 1954 at 1:30 P.M.

PURCHASE MONEY

This Mortgage, Made this 15th day of JUNE in the year Nineteen Hundred and fifty-four by and between John E. Mertens, unmarried,

of Allegany County, in 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 Fifteen Hundred & 00/100 - - - - - (\$1500.00) - - - - - Dollars, which said sum the mortgagors agrees 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-five & 00/100 - - - (\$25.00) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All that lot, piece or parcel of ground lying and being on the Northerly side of Elder Street known and designated as Lot No. 96 in the Humbird Land and Improvement Company's Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 8 one of the Plat Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same at the Northeasterly intersection of Elder Street and an alley and running then with Elder Street South $53\frac{1}{2}$ degrees East 40 feet, then North $36\frac{1}{2}$ degrees East 125 feet to the Southerly side of an alley, then North $53\frac{1}{2}$ degrees West 40 feet to the Easterly side of said first mentioned alley, and then with said alley South $36\frac{1}{2}$ degree West 125 feet to the place of beginning.

Being the same property which was conveyed unto the party of the first part by deed of Barbara M. Beane Bosley and Charles C. Bosley, her husband, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"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 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 he 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, 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 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 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 Fifteen Hundred & 00/100 - - - (\$1500.00) - - - - - 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

George L. Harris *John E. Mertens* [SEAL]
John E. Mertens

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 15TH day of JUNE

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 E. Mertens, unmarried,

the said mortgagors herein and he 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. Harris
Notary Public.

Compared and ~~Set~~ Delivered
To *Geo. W. Legge Atty City*
June 29 '54

FILED AND RECORDED JUNE 16th 1954 at 1:30 p.M.

This Mortgage, Made this 15TH day of JUNE in the
year Nineteen Hundred and fifty-four by and between

James E. Klosterman and Mary F. Klosterman, his wife,

of Allegany County, in the State of Maryland, part 1st of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Four Thousand & 00/100 - - - (\$4000.00) - - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from



the date hereof, at the rate of 5 $\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of Thirty-two & 69/100 - - - (\$32.69) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All those lots, pieces or parcels of land known as Lots Nos. 438 and 439 in the Cumberland Improvement Company's Eastern Addition to Cumberland, which said addition is recorded in Liber No. 117, folio 731 among the Land Records of Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

Beginning at a point on the southeasterly side of Fort Avenue at the end of the first line of Lot No. 437 in said Addition, and running then with the southeasterly side of said Fort Avenue, North 40 degrees East 80 feet to an alley, then with it, South 50 degree East 160 feet to another alley, then with it, South 40 degree West 80 feet to the end of the second line of said Lot No. 437, and then with said second line reversed, North 50 degrees West 160 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part of deed of Charles L. Barnes and Elizabeth L. Barnes, his wife, dated the 4th day of January, 1954, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 256, folio 67.

"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 the part to be performed, then this mortgage shall be void.

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

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

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

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

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

Witness, the hand and seal of said mortgagors.

Attest:

James E. Klosterman [SEAL]
Mary F. Klosterman [SEAL]
James E. Klosterman
Mary F. Klosterman
[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 15TH day of JUNE
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 E. Klostermen and Mary F. Klosterman, 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.

Examined and Valid account

Mtge City

June 27

FILED AND RECORDED JUNE 17th 1954 at 10:45 A.M.

THIS MORTGAGE, Made this 15th day of June, 1954, by
end between EARLE CLAYTON NIELD and ELSIE L. NIELD, 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 Nine Hundred (\$1,900.00) 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 Four Dollars
and Ninety Eight Cents (\$24.98) on account of interest and principal,
payments to begin on the 15th day of July, 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, all that lot, tract, or parcel of ground, situate, lying and being on the northerly side of Uhl Highway leading from Cumberland, Allegany County, Maryland, to Oldtown, Allegany County, Maryland, just West of the cross-over of the "Warrior Mountain Road" and more particularly described as follows:

BEGINNING for the same at a stake standing on the northerly side of the Uhl Highway at the end of the fourth line of that tract of ground conveyed by Mary R. Wilson et al to Ervin R. Schaidt et ux by deed dated the 13th day of September, 1945, and recorded in Liber 205, folio 276, one of the Land Records of Allegany County and running thence by magnetic bearings as of said Schaidt tract of ground and with horizontal measurements, with the fifth and first lines of said Schaidt Tract, North 15 degrees 30 minutes East for a total distance of 1062 feet (One course was left out in original deed) to the center of a double white oak (3 notches), thence with a line cutting across the whole of said Wilson Heirs Property, South 10 degrees 10 minutes West 1108.6 feet to a stake on the northerly side of said Uhl Highway, standing South 27 degrees 46 minutes East 59.5 feet from the southeast corner of the dwelling that stands on this described property, thence 20 feet distant and parallel with the center of said Uhl Highway, North 52 degrees 21 minutes West 111 feet to the place of beginning; containing 1-7/100 acres, more or less.

It being the same property conveyed to the first parties by Ervin R. Schaidt and Emma K. Schaidt, by deed dated the 13th day of February, 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 213, folio 484.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto^s 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 Nine Hundred (\$1,900.00) 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 constitutes attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, 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 Nine Hundred (\$1,900.00) 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:

Earle Clayton Nield (SEAL)
EARLE CLAYTON NIELD

R.H. [Signature]

Elsie L. Nield (SEAL)
ELSIE L. NIELD

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 15th day of June, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EARLE CLAYTON

NIELD and ELSIE L. NIELD, 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.



Elizabeth H. Bradford
NOTARY PUBLIC

My Commission expires May 2, 1955

FILED AND RECORDED JUNE 17th 1954 at 2:00 P.M.

THIS DEED OF RELEASE, Made this 16th day of ~~May~~^{June}, 1954, by and between THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a body corporate, party of the first part, and ORLANDO A. PARISE and MARY W. PARISE, his wife, and PASQUALE PARISE, all of Allegany County, State of Maryland, parties of the second part, WITNESSETH:

Whereas, on the 3rd day of June, 1949 the parties of the second part executed and delivered to the party of the first part a mortgage on several parcels of land located in the Town of Frostburg, Allegany County, Maryland, and which said mortgage is recorded in Liber No. 224, folio 161, one of the Mortgage Records of Allegany County, Maryland; and,

Whereas, the said party of the first part has been requested by the parties of the second part to release from the lien of said mortgage the second parcel particularly described therein as follows: All that certain lot or parcel of ground lying in Frostburg, Allegany County, Maryland, and described as follows:

BEGINNING at a peg at the end of the first line of Lot Number

Fidelity Savings Bank

Thirty Seven on the South side of Union Street, and running thence with said street, south fifty eight (58) degrees East twenty four (24) feet and three (3) inches; thence South thirty two (32) degrees West one hundred and sixty seven (167) feet to Mechanic Street; and with said street north fifty eight (58) degrees West twenty six (26) feet and six (6) inches to the end of the second line of said lot Number Thirty Seven; and with said line reversed, North thirty two and one half (32½) degrees East one hundred and sixty seven (167) feet and two (2) inches to the beginning.

Being the same property which was conveyed to Thomas Parise, Bert Parise and the said Pasquale Parise by deed from Theodore J. Zimmerman and Annelie M. Zimmerman, his wife, dated August 25, 1942 and recorded in Liber 192, folio 206, one of the Land Records of Allegany County, Maryland.

The interest of the said Bert Parise and Alecia T. Parise, his wife, and Thomas Parise, unmarried, in and to said property was conveyed to the said Pasquale Parise by deed from said parties dated April 18, 1944, and recorded in Liber No. 199, folio 515, among said Land Records of Allegany County, Maryland.

WHEREAS, the party of the first part has agreed to release the lien of the said mortgage on said parcel of land as hereinbefore described, and by this Deed of Release intends to release the lien of said mortgage on said parcel of land hereinbefore described.

NOW, THEREFORE, in consideration of the premises and the sum of One (\$1.00) Dollar, the party of the first part does hereby grant, convey, release and confirm unto the parties of the second part, the parcel of land hereinbefore described, and it does hereby release the lien of said mortgage on said above described parcel of land, but it is specifically understood and agreed, and it is the intention of the parties, that this deed of release shall not affect the lien of said mortgage on any other real estate described therein.

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 unto the parties of the second part, their heirs and assigns the above described parcel of land to the same extent as if said parcel of land had not been included in said mortgage.

IN WITNESS WHEREOF, the said, THE FIDELITY SAVINGS BANK OF PROSBURG, ALLEGANY COUNTY, MARYLAND, has caused these presents to be executed in its corporate name and behalf, by its President, and its corporate seal to be affixed and attested by its Secretary, on the day and year first above written.

THE FIDELITY SAVINGS BANK OF
PROSBURG, ALLEGANY COUNTY, MARYLAND

BY: William B. Yates
President

Attest:

Ray M. Boes
Secretary

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, that on this 16th. day of June, 1954, before me the subscriber, a Notary Public of the State of Maryland, in and for Allegany County aforesaid, personally appeared William B. Yates, President of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, and acknowledged the foregoing Deed of Release to be the act and deed of said corporation.

Witness my Hand and Seal the day and year last above written.



Edna J. Spitznas
Notary Public
Edna J. Spitznas

Compared and Well Believed
to be the Legal Copy

FILED AND RECORDED JUNE 17 1954 at 1:30 P.M.

PURCHASE MONEY
This Mortgage, Made this 16TH day of June in the
year Nineteen Hundred and fifty -FOUR by and between
Dino N. Bagatti and Mary Ann Bagatti, his wife,

of Allegany County, in the State of Maryland, part 1st of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Two Thousand & 00/100 - - - - (\$2000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twenty-two & 21/100 - - - (\$22.21) - - - - 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 in the City of Cumberland, known as Lot No. 38 in Platt's Addition to Cumberland, and more particularly described as follows, to-wit:

Beginning for the same at a point in the center of a six inch concrete gate post standing on the West side of Hanover Street, said point being North 22 degrees 00 minutes East 165.80 feet from the Southwest intersection of said Hanover Street and North Centre Street, and running then North 68 degrees 00 minutes West 90.00 feet to the center of a brick wall; then with the center of said brick wall North 22 degrees 00 minutes East 25.00 feet; then South 68 degrees 00 minutes East 90.00 feet to the West side of Hanover Street; then with the West side of Hanover Street South 22 degrees 00 minutes West 25.00 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Clarence I. Ways, widower, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the 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 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 mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

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

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand & 00/100 - - - - (\$2000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to 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]

Dino N. Bagatti [SEAL]
Dino N. Bagatti

Mary Ann Bagatti [SEAL]
Mary Ann Bagatti

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 16th day of JUNE

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

Dino N. Bagatti and Mary Ann Bagatti, 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 Mailed *Delivered E*
To *Mtgo City*
June 29 1954

FILED AND RECORDED JUNE 17th 1954, at 2:50 P.M.

This Mortgage, Made this 17th day of June

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

RAY E. GLASS and MARGARET L. GLASS, 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:

Witness, The parties of the first part are indebted unto the



party of the second part in the full and just sum of Twenty-five Hundred and no/100 (\$2,500.00) 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 Thirty (\$30.00) Dollars per month, said payments to be applied first to interest and the balance to principal. The first of said payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

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

parties of the first part

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

party of the second part, its successors or

assigns, the following property, to-wit:

ALL that tract or parcel of ground situated on the north side of Bedford Road, about five (5) miles northeast of Cumberland, Allegany County, Maryland, and more particularly described as follows to wit:

BEGINNING for the same at a bounded White Oak tree standing on the West side of Bedford Road, said tree being at the end of the 14th line of a tract of land conveyed by Daniel R. Long to Jesse Wilson by deed dated April 1, 1872, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 37, folios 2 and 3, and running thence North 44 degrees West 16 perches; then at right angles with the aforesaid line in a northeasterly direction 10 perches; then at right angles to said line and parallel to the first line to the Bedford Road, and with the Bedford Road to the beginning.

BEING the same property which was conveyed to the parties of the first part by Harold E. Naughton, Trustee, by deed dated April 10, 1950, and recorded among said Land Records in Liber No. 228, folio 489; and

BEING also the same property which was conveyed to Ray Earl Glass by Martin L. Mayo, et ux., by deed dated April 6, 1945, and recorded among said Land Records in Liber No. 203, folio 433.

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

Provided, that if the said parties of the first part

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

or assigns, the aforesaid sum of

Twenty-five Hundred (\$2,500.00) 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

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

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

parties of the first part, their

heirs or assigns, and

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

And the said parties of the first part

further covenant to

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

Twenty-five 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 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:
[Signature]
[Signature]

Ray E. Glass [SEAL]
Ray E. Glass
Margaret L. Glass [SEAL]
Margaret L. Glass

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 17th day of June

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

RAY E. GLASS and MARGARET L. GLASS, 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.

Joseph D. ...



*Filed and recorded ...
Notary Public*

FILED AND RECORDED JUNE 17th 1954 at 3:35 P.M.



This Mortgage, Made this *11th* day of

June in the year nineteen hundred and Fifty-four, by and between
ELAINE D. BOSLEY and JAMES F. BOSLEY, 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 Elaine D. Bosley and James F. Bosley, her husband

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 June 30th, 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 Elaine D. Bosley and James F. Bosley, 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 situate, lying and being in or near the Town of Lonaconing, in Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a stake and locust post standing North 63-1/2 degrees West 273 feet from a planted stone marked "RCC11" standing at the end of the first line of a lot heretofore by deed in May 1865, conveyed by the Georges Creek Coal and Iron Company to Martin John Spaulding, Archbishop

305 REG 272

of Baltimore, and running thence South 74 degrees East 252-1/2 feet to the West
side of a street on Rockhill, and running thence with and binding on the West
side of said street, South 74 degrees West 104-1/2 feet, thence North 89-3/4
degrees West 200 feet thence North 17 degrees East 57 feet to the beginning.

It being the same property which was conveyed unto the said
Mortgagor by Leslie J. Clark, Trustee by deed dated April 20th, 1904, and recorded
in Liber No. 255, Folio 179, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereto belonging or in 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 mortgagee, his heirs, executors, administrators, or assigns,
does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of
One thousand _____ Dollars, together with the interest thereon when
and as the same becomes due and payable, and in the meantime does and shall perform all the
covenants herein on his part to be performed, then this mortgage shall be void.

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

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest
thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then
the entire mortgage debt intended to be hereby secured shall at once become due and payable, and
these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its
successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or
agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby
mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the
purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in
manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms
of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the
day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to
apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums
of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or
making said sale, and in case said property is advertised, under the power herein contained, and
no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred
and one-half of the said commission; secondly, to the payment of all moneys owing under this mort-
gage, 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 mort-
gagee, 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 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:

James H. Miller

Elaine D. Bosley (SEAL)
Elaine D. Bosley

James F. Bosley (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 11th day of June 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 Elaine D. Bosley and James F. Bosley, 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 D. McElvie



FILED AND RECORDED JUNE 17th 1954 at 2:00 P.M.

This Mortgage, Made this 16th. day of June in the year

Nineteen Hundred and Fifty - four by and between

PASQUALE PARISE, Unmarried

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

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of

--- TEN THOUSAND AND 80/100 --- Dollars

(\$ 10,000.00) 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 Six ----- 07/00 Dollars,

(\$ 106.07) commencing on the 16th. day of July , 1954 and on the 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 16th. day of June, 1964. ~~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 Pasquale Parise, party of the first part,

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit: all that certain lot or parcel of ground lying in Frostburg, Allegany County, Maryland, and described as follows:

BEGINNING at a peg at the end of the first line of Lot Number Thirty Seven on the South side of Union Street, and running thence with said street, south fifty eight (58) degrees East twenty four (24) feet and three (3) inches; thence South thirty two (32) degrees West one hundred and sixty seven (167) feet to Mechanic Street; and with said street north fifty eight (58) degrees West twenty six (26) feet and six (6) inches to the end of the second line of said lot Number Thirty Seven; and with said line reversed, North thirty two and one half (32½) degrees East one hundred and sixty seven (167) feet and two (2) inches to the beginning.

Being the same property which was conveyed to Thomas Parise, Bert Parise and the said Pasquale Parise by deed from Theodore J. Zimmerman and Amelia M. Zimmerman, his wife, dated August 25, 1942 and recorded in Liber 194, folio 206, one of the Land Records of Allegany County, Maryland.

The interest of the said Bert Parise and Alecia T. Parisa, his wife, and Thomas Parisa, unmarried, in and to said property was conveyed to the said Pasquale Parise by deed from said parties dated April 18, 1944, and recorded in Liber No. 199, folio 515, among said Land Records of Allegany County, Maryland.

Special reference is hereby made to each of said deeds for a further 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

- - - - -TEN THOUSAND AND NO/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 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. Paris
Ralph M. Paris

Rosalie Parise (SEAL)
ROSALE PARISE

305 276

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 26th day of June 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

FRANKIE PRINSE, unmarried,

and ----- acknowledged the foregoing mortgage to be ~~his~~ ^{of} ~~his~~ ^{Alvin Krollig} act; and at the same time, before me also personally appeared ~~Thomas P. Robosson~~ 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 ~~Thomas P. Robosson~~ ^{G. Alvin Krollig} 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 H. Face
Ralph H. Face Notary Public

Recorded and Mailed success
Earl C. Thange Atty City
June 29 54

FILED AND RECORDED JUNE 18th 1954 at 10:10 A.M.

THIS PURCHASE MONEY MORTGAGE, Made and Executed this 21st day of ~~April~~ ^{May}, in the year One Thousand Nine Hundred Fifty-four, by and between Earl L. Emrick and Pearl I. Emrick, his wife, Parties of the First Part; and Thomas P. Robosson and Harriet A. Robosson, his wife, Parties of the Second Part, and all of the County of Allegany and State of Maryland, 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 Hundred Seventy-five (\$375.00) Dollars, and which said principal sum is to be repaid in equal monthly installments of Ten (\$10.00) Dollars each, the first of which said monthly installments shall become due and payable one month from the date hereof; 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 Earl L. Emrick and Pearl I. Emrick, his wife, do give, grant, bargain and sell, convey, release, and confirm unto the said Thomas P. Robosson and Harriet A. Robosson, his wife, their heirs and assigns, the following property, to-wit:

All those four lots, pieces, or parcels of land, situate, lying, and being known as Lots nos. 57, 58, 59, and 60 of Potomac Park Addition, situate on or near River Road (now called McMullen Boulevard) three miles westward of the City of Cumberland, in Allegany County, Maryland, and which said lots hereby conveyed are more particularly described as follows:

LOT NO. 57, BLOCK NO. 18:

BEGINNING for said parcel of land at the intersection formed by the northerly side of Bank Avenue with the easterly side of Prospect Drive; and running thence with the northerly side of said Bank Avenue, south 51 degrees 55 minutes east 25 feet; thence at right angles to Bank Avenue, north 38 degrees 05 minutes east 110 feet; thence parallel to Bank Avenue, north 51 degrees 55 minutes west 18 feet to the easterly side of aforesaid Prospect Drive; thence with the easterly side of said Prospect Drive, south 38 degrees 02 minutes west 48.6 feet; thence still with easterly side of Prospect Drive, south 45 degrees no minutes west 61.8 feet to the place of beginning.

LOT NO. 58, BLOCK NO. 18:

BEGINNING for said parcel of land at a point along the northerly side of Bank Avenue at the end of the first line of Lot No. 57, Block No. 18; and running thence with the northerly side of said Bank Avenue, south 51 degrees 55 minutes east 25 feet; thence at right angles to said Bank Avenue, north 38 degrees 05 minutes east 110 feet; thence parallel to Bank Avenue, north 51 degrees 55 minutes west 25 feet to the end of the second line of aforesaid Lot No. 57; thence reversing said second line, south 38 degrees 05 minutes west 110 feet to the place of beginning.

LOT NO. 59, BLOCK NO. 18:

BEGINNING for said parcel of land at a point on the northerly side of Bank Avenue at the end of the first line of Lot No. 59, Block No. 18; and running thence with the northerly side of said Bank Avenue, south 51 degrees 55 minutes east 25 feet; thence at right angles to said Bank Avenue, north 38 degrees 05 minutes east 110 feet; thence parallel to Bank Avenue, north 51 degrees 55 minutes west 25 feet to the end of the second line of aforesaid Lot No. 58; thence reversing said second line, south 38 degrees 05 minutes west 110 feet to the place of beginning.

LOT NO. 60, BLOCK NO. 18:

BEGINNING for said parcel of land at a point on the northerly side of Bank Avenue, at the end of the first line of Lot No. 59, Block 18; and running thence with the northerly side of said Bank Avenue, south 51 degrees 55 minutes east 25 feet; thence at right angles to said Bank Avenue, north 38 degrees 05 minutes east 110 feet; thence parallel to Bank Avenue, north 51 degrees 55 minutes west 25 feet to the end of the second line of aforesaid Lot No. 59; thence reversing said second line, south 38 degrees 05 minutes west 110 feet to the place of beginning.

A plat and descriptions of the lots in Potomac Park Addition are recorded in Liber No. 130, folio 1, one of the Land Records of Allegany County, Maryland.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith, by and between Thomas P. Robosson and Harriet A. Robosson, his wife, and Earl L. Emrick and Pearl I. Emrick, his wife, and which said deed is to be recorded simultaneously with the recording 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 Purchase Money Mortgage.

This conveyance is made subject to the following two restrictions:

(1) No garages to be occupied before house is built other than to store materials for residence construction.

(2) All main dwellings not to cost less than \$2,000.00, and that all houses are to be built back 20 feet from front lot line.

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 Earl L. Erick and Pearl I. Erick his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Thomas P. Robosson and Harriet A. Robosson, his wife, their executors, administrators, or assigns, the aforesaid sum of Three Hundred Seventy-five (\$375.00) 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 Earl L. Erick and Pearl I. Erick, 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 Earl L. Erick and Pearl I. Erick, 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 Thomas P. Robosson and

Pearl I. Robosson, his wife, their heirs, executors, administrators and assigns, or Earl E. Manges, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs and 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 Earl L. Erick and Pearl I. Erick, 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 Earl L. Emrick and Pearl I. Emrick, 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 Three Hundred Seventy-five (\$375.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hands and seals of said mortgagors:

ATTEST:

<u>Earl L. Emrick</u>	<u>Earl L. Emrick</u> (SEAL)
<u>Pearl I. Emrick</u>	<u>Pearl I. Emrick</u> (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 21st day of May, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Earl L. Emrick and Pearl I. Emrick, 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 appeared Thomas P. Robosson and Harriet A. Robosson, 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 first



Earl Edmund Mandes
Notary Public

Notary City

June 29 1954

LIBER 305 PAGE 280

FILED AND RECORDED JUNE 18th 1954 at 11:00 A.M.

THIS MORTGAGE, Made this 16th day of ^{June}~~May~~, 1954, by and between JOHN C. BOYLE and HAZEL M. BOYLE, 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 Thoueand Seven Hundred (\$6,700.00) Dollare, with interest from date at the rate of four and one-half (4½%) per cent per annum, which said sum ie 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 partice of the first part covenant and agree to pay in equal monthly installments of Fifty One Dollars and Twenty Five Cents (\$51.25) on account of interest and principal, beginning on the 1st day of August, ~~1954~~, and continuing on the same day of each and every month thereafter until the whole of said principel 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 indebtednees.

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 eecure 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 piece or parcel of land lying and being in Allegany County, Maryland, known as Lot No. 87 in Second Addition Bowling Green, situate along the Old River Road, now called McMullen Boulevard, a Plat of which Addition is recorded among the Land Records of Allegany County, said Lot

being described as follows:

BEGINNING at a point on the Easterly side of Bowling Avenue at the division line between Lots Nos. 86 and 87 and running thence with said Avenue South 20 degrees 39 minutes East 40 feet, thence North 69 degrees 21 minutes East 120 feet, to an alley 20 feet wide, thence North 20 degree 39 minutes West 40 feet, thence South 69 degree 21 minutes West 120 feet to the place of beginning.

BEING the same property conveyed in a deed of even date herewith by Lillian B. Grubb et al to the said John C. Boyle and Hazel M. Boyle, his wife, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with 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 Six Thousand Seven Hundred (\$6,700.00) 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 Six Thousand Seven Hundred (\$6,700.00) 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:

A. H. [Signature]

John C. Boyle (SEAL)
JOHN C. BOYLE

Harold M. Boyle (SEAL)
HAROLD M. BOYLE

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 16th day of June,
1954, before me, the subscriber, a Notary Public in and for the
State and County aforesaid, personally appeared JOHN C. BOYLE and
HAZEL M. BOYLE, 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 M. Boyle
Notary Public
My Commission expires May 2, 1955

Examined and Recorded
By Geo. H. Lippert, Attorney
June 29 1954

FILED AND RECORDED JUNE 18th 1954 at 12:36 P.M.

This Mortgage, Made this 18th day of JUNE in the
year Nineteen Hundred and fifty-four by and between
Walker V. Nazelrod and Maude L. Nazelrod, 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
One Thousand Eight Hundred & 00/100 - - - (\$1800.00) - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:



By the payment of Thirty & 00/100 - - - (\$30.00) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All that lot, piece or parcel of ground lying and being on the Easterly side of the Valley Road near Cumberland, Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same on the Easterly side of the Valley Road at the end of the fourth line of the deed from Branson J. Nelson et ux to Walter V. Nazeroad et ux dated March 20, 1951 which is recorded in Liber No. 233, folio 543 one of the Land Records of Allegany County, Maryland, and running then with said Road North 19 degrees 5 minutes East 263.4 feet to an iron pin driven in a lane, then leaving said road and with said lane, South 46 degrees 30 minutes East 217.8 feet to a stake at a junction of lanes, then with the lane to the left, North 45 degrees 10 minutes East 30.9 feet to a stake in a line of old fire fence; then with or near said fence, South 50 degrees 15 minutes East 1224 feet to a stake on the seventh line of the original tract, then reversing said line in part South 27 degrees 30 minutes West ^{31.1 feet,} 1380 feet to the place of beginning.

Being part of the property which was conveyed unto the parties of the first part by deed of Branson J. Nelson et ux dated March 20, 1951, recorded in Liber No. 233, folio 543 among the Land Records of Allegany County, Maryland.

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

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

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

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

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

The said mortgagors hereby warrant generally to, and covenant with, the said mort-

gauge 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 the 1st 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. Leage, 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 Eight Hundred & 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

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

Witness, the hand and seal of said mortgagors.

Attest:

George L. St. Paul

Walter V. Heselwood [SEAL]
Walter V. Heselwood

Maudie Heselwood [SEAL]
Maudie Heselwood

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

I hereby certify, That on this 18TH day of JUNE

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

Walter V. Nezelrod and Maude L. Nezelrod, 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 ~~Read~~ Delivered
Geo W. Legge Atty City
June 24 1954

FILED AND RECORDED JUNE 18th 1954 at 12:35 P.M.

This Mortgage, Made this 17TH day of JUNE in the
year Nineteen Hundred and fifty -four by and between

Thurman A. Davis and Mary I. Davis, his wife,



_____ of Allegany County, in the State of Maryland, partees 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 Four Hundred Sixty & 00/100 - - (\$1460.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-five & 00/100 - - - (\$25.00) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month,

and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

FIRST: All that tract, piece or parcel of land situate in Allegany County, Maryland, described as follows, to-wit:

BEGINNING at a locust stake bearing 9 notches and standing at the end of 119 perches on a line drawn South $58\frac{1}{2}$ degrees East from a point $8\frac{1}{2}$ feet North of a forked red oak tree standing on the East edge of the Oldtown County Road leading from Murley Branch Road to Oldtown, in Flintstone Election District No. 3 in the said County and State, said beginning stake being witnessed by 3 trees bearing 3 notches each, and being also at the end of 119 perches on the first line in a deed from William H. Twigg and wife to George P. Dolan, said deed bearing date February 6, 1894, and recorded in Liber 75, folio 168, one of the Land Records of Allegany County, Maryland, and running with the remainder of said first line South $58\frac{1}{2}$ degrees East 48 perches to the line of a tract of land called "Stoney Hill," then South 36 degrees West 17 perches South 12 degrees West 8 perches to the end of the second line of "Stoney Hill," South 56 degrees West $36\frac{1}{2}$ perches to the beginning of a tract of land called "Scoopid," South 24 degrees East 34 perches; North 64 degrees West 72 perches to a locust stake bearing 6 notches and standing on the division line between P. W. Bottenfield and Thomas Dolan, and witnessed by a chestnut oak tree bearing 3 notches, and then North 38 degrees East 80 perches to the place of beginning.

SECOND: All that tract or parcel of land lying and being in Flintstone Election District No. 3, Allegany County, Maryland, described as follows, to-wit:

BEGINNING at a stone and stump at the bow of the hill, then South $59\frac{1}{2}$ degrees East 55 perches to a stake about one perch from a large rock where a former corner is called for; then South 20 degrees West 77 perches crossing a road to a chestnut stump at the intersection of the public road and a private road; North 55 degrees West 24 perches to a stake; North 12 degrees East 34 perches to a stake; North 50 degrees West 31 perches to an iron pin; and then North 29 degrees East 34 perches to the beginning, containing 20 acres be the same more or less.

Being the same property which was conveyed unto the parties of the first part by deed of Fred F. Stickley and Jessie S. Stickley, his wife dated November 3, 1950, recorded in Liber 231, folio 553, one of the Land Records of Allegany County, Maryland.

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

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

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

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

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

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

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

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

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

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

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Four Hundred Sixty & 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to 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

Thurman A. Davis [SEAL]
Thurman A. Davis

Mary I. Davis [SEAL]
Mary I. Davis

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 17TH day of JUNE

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

Thurman A. Davis and Mary I. Davis, 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 *E*
Les H. Legg Atty City
June 29 57

LIBER 305 PAGE 290

FILED AND RECORDED JUNE 18th 1954 at 12:35 P.M.

This Mortgage, Made this 18th day of JUNE in the
year Nineteen Hundred and fifty -four by and between
George E. Smith and Virginia Lee Smith, his wife,

_____ of Allegany County, in the State of Maryland, part 1st 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 5 1/2 per cent. per annum, in the manner following:

By the payment of Ninety-two & 88/100 - - - (\$92.88) - - - 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 being designated as Lot No. 4 of the division into lots of part of "The Retreat," on Bedford Street, Cumberland, Maryland, as shown on a plat filed in Liber No. 47, folio 201, one of the Land Records of Allegany County, Maryland, said lot being more particularly described by metes and bounds as follows, to-wit:

Beginning for the same at a point on the northwesterly side of Bedford Street at the end of the first line of Lot No. 3 in said addition, and running then with said Bedford Street, South 38 degrees and 25 minutes West 50 feet; then at right angles to said road, North 51 degrees and 35 minutes West 200 feet to the Southeasterly side of a 16 foot alley, and with it, North 38 degrees and 25 minutes East 50 feet to the end of the second line of said Lot No. 3, and with it reversed, South 51 degrees and 35 minutes East 200 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of C. William Gilchrist, Trustee, dated the 30th day of September, 1950, which is recorded in Liber No. 231, folio 141 among the Land Records of Allegany County, Maryland.



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

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirteen Thousand Five Hundred & 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to 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 E. Smith

George E. Smith [SEAL]
George E. Smith

Virginia Lee Smith [SEAL]
Virginia Lee Smith

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 18TH day of JUNE

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. Smith and Virginia Lee 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.



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

George L. Haman
Notary Public.

Recorded and Indexed
 L. Richardson Atty Geny
 June 29 54

FILED AND RECORDED JUNE 18th 1954 at 1:40 P.M.

This Mortgage, Made this 17th day of June,

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

Joseph C. Steele and Clara Mae Steele, 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 SIXTY-ONE HUNDRED AND TWENTY-SEVEN Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of SIXTY 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 property known as the Staup Farm located about 2-1/2 miles northeast of the town of Lonaconing on Water Station Run Road, which said farm is more particularly described as follows:

All that piece or parcel of ground lying and being in Allegany County, State of Maryland, and described as follows, to wit:

Two lots of land lying westward of Fort Cumberland, distinguished by Lots Nos. 3803 and 3804, as the Original Patent sets forth which was issued the 14th. day of May, 1799, said two lots containing each 50 acres.

Also one tract of land called "Partnership" which is contained within the following metes and bounds:

BEGINNING at the end of the sixth line of the whole tract of the second vacancy, running thence North 45 degrees East 231 perches North 79 perches, North 51 degrees West 21-1/2 perches to a bounded White Oak, North 23 degrees East 16 perches to a bounded Chestnut Oak North 66 degrees East 49-1/2 perches to the end of 21-3/4 perches on the third line of Lot No. 3803, and with it South 15 degrees West 122-1/4 perches, then South 84 degrees East 56 perches, then South 15 degrees West 16 perches to a bounded Maple, South 35 degrees West 59-1/2 perches to a bounded Chestnut tree, North 58 degrees West 24 perches, South 80 degrees West 54 perches, then by a straight line to the BEGINNING, containing in said tract 37-3/4 acres, more or less.

ALSO, those two pieces or parcels of land called "Ethiopia and the Isles", which was conveyed to Peter Staup by Sally Smith and others, by deed dated the 3rd. day of December, 1870, and recorded in Liber H.R. No. 31, folio 661, one of the Land Records of Allegany County, Maryland, and which is contained within the following metes and bounds courses and distances, to-wit:

BEGINNING for the first piece at a stake standing at the end of the first line of the first piece laid off for John Dye, and running thence with said first piece as laid off for John Dye, South 25 degrees East 44 perches to a bounded Maple, South 76 degrees East 23-1/4 perches to a bounded Red Oak, South 14 degrees West 31 perches to a chestnut oak bush, South 25 degrees East 37-1/2 perches to a bounded chestnut, South 45 degrees West 88 perches, South 1-1/2 degrees East 34 perches to a large bounded white Oak tree at the end of the fourth line of the second piece laid off for John J. Dye, then South 4-1/2 degrees West 21 perches to the end of 32-1/2 perches on the third line of "Mount Gabriel" and reversing the lines thereof with two degrees for variation, South 64 degrees East 32-1/2 perches to a bounded white Oak tree, South 10 degrees West 20 perches, South 57 degrees West 33 perches to a Locust post and stone pile, then South 9 degrees East 23-1/2 perches to the 48th. line of the whole tract called "Ethiopia and the Isles", it being also the 25th. line of a tract of land called "Partnership", then running with the lines of "Partnership", with two degrees for variation, and reversing the lines of the whole tract as corrected by variation and to calls, North 47 degrees East 49 perches, North 2 degrees East 79 perches, North 45 degrees West 19 perches to a large bounded white Oak, North 25 degrees East 16 perches to a bounded Chestnut Oak, North 70 degrees East 50 perches to the end of 21-3/4 perches on the third line of Lot No. 3803, then leaving "Partnership" and still reversing the lines of the whole tract by variation of two degrees, North 17 degrees East 21-3/4 perches, still North 17 degrees East 50 perches, North 58 degrees West 30 perches, North 26 degrees West 88 perches to the end of the second line of Lot No. 3804, then South 51-1/2 degrees West 33 perches to the BEGINNING, containing 61-1/2 acres.

AND BEGINNING for the second piece at a stake standing at the end of the 16th. line of the whole tract called "Ethiopia and the Isles", and running thence reversing said line, North 16 degrees East 3-1/2 perches to the end of the second line of Lot No. 3802, then North 21 degrees West 9 perches to a bunch of Hickory Saplings, North 58 degrees West 70 perches to a bounded Chestnut Tree, South 31-1/2 degrees West 31-1/4 perches to the 17th. line of the whole tract, and with it reversed, South 73 degrees East 81 perches to the BEGINNING, containing 9-1/2 acres, and containing in the two pieces 71 acres.

This being the same property which was conveyed by Peter Staup, et al., unto the said Joseph C. Steele and Clara Mae Steele, his wife, by deed dated February 14, 1933, and recorded among the Land Records of Allegany County, Maryland, in Liber 169, folio 30.

The above described property is improved by a frame dwelling house of two (2) stories of eight (8) rooms with water pumped to the house, by a barn, spring house and will be improved by a new dairy barn 36' by 50' to be built of concrete blocks with concrete floor and steel roof. The costs of which will be approximately Six Thousand (\$6,000) Dollars and the funds secured by this loan will be used to pay the said construction costs and in that sense this is a purchase money mortgage.

Also included in this mortgage are the following personal property and chattels:

- 12 milk cows
- 2 steers
- 1 Holstein bull
- 4 Heifers
- 11 calves
- 1 1948 Jeep
- 1 1951 Ferguson tractor
- 1 hay loader
- 1 mower
- 1 cultivator
- 1 plow
- 1 disc

and all other personal property situated upon the said farm, it being understood and agreed that this mortgage shall include any replacements or additions that may be made on said personal property.

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

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

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

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

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

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

And the said mortgagor s, their heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

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

payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

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

Attest:

Rosalie A. Crabtree

Joseph C. Steele (SEAL)
Joseph C. Steele
Clara Mae Steele (SEAL)
Clara Mae Steele

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 17th day of June,

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 C. Steele and Clara Mae Steele, his wife,

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

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

Rosalie A. Crabtree



Compared and Mailed ~~Return~~

To *Mtge City*

June 29 54

FILED AND RECORDED JUNE 18th 1954 at 2:40 P.M.

This Mortgage, Made this 17th day of June, in the year nineteen hundred and Fifty Four, by and between

Victor W. Ryan and Margaret N. Ryan, 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 Five Hundred (\$1,500.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before one year after date with interest at the rate of 5% per annum 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 situated on the Northerly side of Beacher Avenue, in Eckhart, Allegany County, Maryland, and more particularly described as follows:

Beginning for the same at a point on the Northerly side of Beacher Avenue at the end of $68\frac{1}{2}$ feet on a line drawn North $59\frac{1}{4}$ degrees East from a large locust tree, said tree stands on the South side of Beacher Avenue, and running thence with the Northerly side of Beacher Avenue, South $86\frac{1}{2}$ degrees West 87-7/12 feet; North $7\frac{1}{4}$ degrees West 150 feet to a fence; thence with said fence, it being parallel to the Northerly side of Beacher Avenue, North $86\frac{1}{2}$ degrees East 87-7/12 feet; then South $7\frac{1}{4}$ degrees East 150 feet to the beginning:

Being the same property conveyed by John M. Whitfield et ux to the said Victor W. Ryan et ux by deed dated May 26th, 1954, and to be recorded among the Land Records of Allegany County, Maryland, said deed though dated as above noted, was delivered the same day as the execution of this mortgage, both being part of one simultaneous action, 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 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 Five Hundred (\$1,500.00) - 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 - - - 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 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

Victor W. Ryan (SEAL)
Victor W. Ryan
Margaret H. Ryan (SEAL)
Margaret H. Ryan.

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 17th day of June, 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

Victor W. Ryan and Margaret A. Ryan, 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

Completed and Notary Seal
W. C. Dudley

FILED AND RECORDED JUNE 18th 1954 at 3:40 P.M.

THIS MORTGAGE, Made this 17 day of June, 1954, by and between GEORGIA H. LUTEMAN and JAMES H. LUTEMAN, her husband, 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 Sixteen Dollars and Sixty-seven Cents (\$16.67) on account of interest and principal, payments to begin on the 10 day of July, 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, all that certain lot or parcel of ground situated and lying in Cumberland, Allegany County, and State of Maryland, and more particularly described as follows:

BEGINNING for the same at a point North 82 degrees 30 minutes West 52.7 feet from the intersection of the Westerly side of Woodside Avenue with the Southerly side of Demarkation Alley, now called King Street, and running thence along and with King Street North 82 degrees 30 minutes West 52 33/50 feet to Althea Alley, thence with Althea Alley South 9 degrees 25 minutes West 36 feet 6 inches, thence South 80 degrees 35 minutes East 52 feet 6 inches to the second line of the deed from F. Brooke Whiting II to Harley A. Robinette and wife, dated May 12th, 1943, and recorded in Liber No. 196, folio 127, one of the Land Records of Allegany County, Maryland, thence with the third line of the said deed to Robinette, above referred to, North 9 degrees 25 minutes East 36.5 feet, more or less, to the place of beginning.

It being the same property conveyed to Georgia H. Luteman by Irvin W. Engle, unmarried, by deed dated the 6th day of January, 1949, and recorded in Liber No. 223, folio 572, one of the Land Records of Allegany County, Maryland; being also the same property conveyed to Georgia H. Luteman by F. Brooke Whiting, Attorney in Fact for F. Brooke Whiting II, by a Confirmatory Deed

dated the 14th day of May, 1954, and intended to be recorded among said Land Records 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 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 duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, 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 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:

Frank Otto as to

Georgia H. Luteman (SEAL)
Georgia H. Luteman

Ellen R. Chappell

James H. Luteman (SEAL)
James H. Luteman

STATE OF MARYLAND,

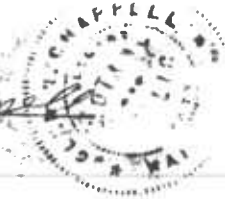
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 27 day of May, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ~~GEORGINA H. LUTEMAN~~ and JAMES H. LUTEMAN, her husband, and each acknowledged the foregoing mortgage to be ^{his} ~~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.

Henry Chapman
Notary Public



State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 29th day of May, 1954, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Georgia H. Luteman, wife of James H. Luteman and she acknowledged the aforesaid mortgage to be her act and deed.

WITNESS my hand and Notarial seal.



Frank Petro
Frank Petro Notary Public

*Enclosed and Mailed Separately
Mortgage Recording Fee
June 19, 1954*

FILED AND RECORDED JUNE 19 1954 at 9:50 A.M.

This Mortgage. Made this 18th day of June in the year

Nineteen Hundred and Fifty-four by and between

JOHN FILER, widower, and GRACE E. FILER, unmarried,

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

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of FIVE THOUSAND FIVE HUNDRED AND NO/100 ----- Dollars (\$5,500.00) 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

SEVENTY-FIVE AND 00/100 ----- Dollars,



(\$ 75.00) commencing on the 18TH day of JULY , 195 4 and on the 18TH 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 18TH day of JUNE, 1962 . 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 ground situate, lying and being on the West side of Centre Street in the Town of Frostburg, Allegany County, Maryland, and more particularly described as Lot Number Ten (10) of Block Number Fourteen (14) in Beall's First Addition to said Town of Frostburg. A plat of said Addition is recorded in Plat Book Number 1, page 62 among the Plat Records of Allegany County, Maryland.

BEING the same property which was conveyed to the said John Filer, widower, and Grace E. Filer, unmarried, by deed from John Stewart, Trustee, dated October 8, 1938 and recorded in Liber No. 181, folio 530, one of the Land Records of Allegany County, Maryland.

BEING ALSO the same property which was conveyed to the said John Filer, widower, and the said Grace E. Filer, unmarried, by a confirmatory deed from the said John Stewart, Trustee, dated November 4, 1946 and recorded in Liber No. 212, folio 624 among said Land Records of Allegany County, Maryland.

SPECIAL REFERENCE is hereby made to said deeds and plat for a further and 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.

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

vold.

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 FIVE HUNDRED AND NO/100 - - - - - (\$ 5,500.00) 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 KNIERIEM (SEAL)


 JOHN FILER (SEAL)


 RACHEL KNIERIEM


 GRACE E. FILER (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 18th day of June 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 FILER, widower, and GRACE E. FILER, unmarried,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared ^{G. Alvin Kreiling} ~~W. H. H. H. 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 Kreiling} ~~W. H. H. H. 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 and year above written.




RACHEL KNIERIEM Notary Public

Compared and mailed *allens &*
Miss B. Smith Atty. City
June 29, 1954

FILED AND RECORDED JUNE 19th 1954 at 10:00 A.M.

THIS PURCHASE MONEY MORTGAGE, Made this 18th day of *June*, in the year Nineteen Hundred and Fifty-four, by and

between MARGARET M. RICE and ROBERT W. RICE, her husband, of Allegany County, in the State of Maryland, parties of the first part, and HOWARD M. SPIKER, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, that the said parties of the first part stand indebted unto Howard M. Spiker, party of the second part, in the full and just sum of One Thousand Dollars (\$1,000.00), this day loaned to the aforesaid parties of the first part by the party of the second part on account of the purchase price of the land hereinafter described, and which said principal sum of \$1,000.00 together with interest at the rate of six per cent (6%) per annum is to be repaid in monthly installments of not less than \$35.00 per month, beginning on the ____ day of _____, 1954, and a like and equal sum of not less than \$35.00 per month on the ____ day of each and every month thereafter, said monthly payments to be applied first to interest and the balance thereof to be applied to the principal sum of this mortgage, said interest, however is to be computed semi-annually and the interest thus computed semi-annually shall be credited against the monthly payments, and which said monthly payments are to be made at the office of Howard M. Spiker, South Centre Street, Cumberland, Maryland. The parties of the first part reserve the right to pay the entire unpaid balance of this mortgage, together with the interest due thereon at any time.

NOW THEREFORE, in consideration of the promises, 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 parts of Lots Nos. 60 and 61 in Henderson-Pearre's Addition to the City of Cumberland, Allegany County, Maryland, and which are more particularly described by metes and bounds, as follows, to-wit:

BEGINNING for the said lots at the end of the third line of the lot conveyed to Hervey F. Zimmerla by Robert R. Henderson, et al, by deed dated the 25th day of October, 1906, and recorded in Liber No. 100, folio 249, one of the Land Records of Allegany County, Maryland; and running thence with said third line reversed, North 40 degrees West 95.5 feet to a private alley; thence with said alley, North 40 degrees 20 minutes East 39 feet

to a post; thence South 34 degrees 35 minutes East 105 feet to the Baltimore Turnpike; thence with said Turnpike, South 55 degrees 50 minutes West 28 feet to the beginning.

EXCEPTING, HOWEVER, part of the above-described parcel which was conveyed by Benjamin W. Rice and Florence Rice, his wife to Paul M. Rice and Henrietta E. Rice, his wife, by deed dated the 26th day of December, 1931, and recorded in Liber No. 167, folio 12, one of the Land Records of Allegany County, Maryland.

It being the same property which was conveyed to one of the parties of the first part herein by Earl E. Manges and Thomas N. Berry, Executors of the Last Will and Testament of Benjamin W. Rice, deceased, by deed ~~dated May 31, 1934~~ ^{dated May 31, 1934} and to be recorded among the Land Records of Allegany County, Maryland, immediately prior to the recordation of this mortgage.

THIS MORTGAGE IS GIVEN TO SECURE A PART OF THE PURCHASE PRICE OF THE ABOVE DESCRIBED PROPERTY AND IS A PURCHASE MONEY MORTGAGE.

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

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executors, administrators or assigns, the aforesaid sum of One Thousand Dollars (\$1000.00) 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 Howard M. Spiker, party of the second part, his heirs, executors, administrators and assigns, or Thomas B. Finan, 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, his 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 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 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, 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:

Eileen M. Stumpf *Margaret M. Rice* (SEAL)
 Margaret M. Rice

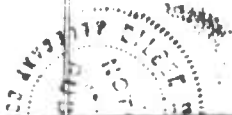
Eileen M. Stumpf *Robert W. Rice* (SEAL)
 Robert W. Rice

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 1st day of June 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 Margaret M. Rice and Robert W. Rice, 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 Howard M. Spiker, the within named 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.



Eileen M. Stumpf
Notary Public

Compared and Mailed *seems*
Witges 106 S. Liberty St.
June 24 54

FILED AND RECORDED JUNE 19th 1954 at 9:40A.M.

This Mortgage. Made this 18th day of June
in the year Nineteen Hundred and fifty-four, by and between

WILLIAM D. WEBB, JR., and DELORES S. WEBB, his wife,

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

IRVING MILLENSON

of Allegheny 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

- TWENTY-SIX HUNDRED FIFTY DOLLARS and (\$2650.00) - - - - -

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 six per cent (6%) per annum in monthly installments of \$38.72 each. said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

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

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

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ies of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part y of the second part his heirs and assigns, the following property, to-wit:

ALL those certain lots or parcels of ground situated about four miles west of the City of Cumberland, Allegany County, Maryland, and to be known or designated as Lots Nos. 41 and 42 of Section B on the plat of the sub-division of part of the Christopher Weires Farm, surveyed October 20th, 1923, by H. W. Schaidt, Surveyor, and more particularly described in a deed from Zella J. Weires to William D. Webb, Jr., et ux, dated July 18, 1953, and recorded in Deeds Liber 251, folio 475, among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of said property.

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

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

- - - - Twenty-six Hundred Fifty and 00/100 Dollars (\$2650.00) - - - - - 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 part ies of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-six Hundred Fifty 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. D. Webb, Jr.

William D. Webb, Jr. [Seal]
WILLIAM D. WEBB, JR.

Delores S. Webb

Delores S. Webb [Seal]
DELORES S. WEBB

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 18th day of June
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. Webb, Jr., and Delores S. Webb, 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

Cumberland, Md, August 30, 1954
For value received, I hereby release the within and foregoing
mortgage
Witness my hand and seal the day and year above written
Witness: Katherine S. Coble Irving Millenson (Seal)
8-31-54

Compared and ~~Witnessed~~ Delivered *E*

LIBER 305 PAGE 313

To *Mitgel City*

June 24, 1954

FILED AND RECORDED JUNE 19 1954 at 9:10 A.M.

This Mortgage, Made this *17th* day of

June in the year nineteen hundred and fifty-four, by and between

Bernard R. Fleigle and Cernell A. Fleigle, 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

Bernard R. Fleigle and Cernell A. Fleigle, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twelve Hundred Fifty (\$1250.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of *5 1/2* (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

Bernard R. Fleigle and Cernell A. Fleigle, his wife,

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

All those lots, pieces or parcels of ground known as Lot Number 229 and Lot Number 230, in Laing's Addition to Cumberland, as designated and laid out on a plat of said Addition, which said plat is recorded in Liber J. W. Y. Number 99, folio 721, one of the Land Records of Allegany County, State of Maryland, said lots being located on the East side of Pennsylvania Avenue (formerly called Just Avenue), in the City of Cumberland, in Allegany County, in the State of Maryland; which said lots are described as once parcel as follows:

BEGINNING for the same at the end of the first line of Lot Number 228 on said Plat, and running thence, North 14 degrees 37 minutes East 50 feet; thence South 75 degrees 23 minutes East 100 feet to Beech Alley; thence South 14 degrees 37 minutes West 50 feet; thence North 75 degrees 23 minutes West 100 feet to the beginning.

It being the same property conveyed by Lee Spencer Daniels, et ux, to Bernard R. Fleigle, et ux, by deed dated July 18, 1942, and recorded in Deeds Liber No. 193, folio 719, among the Land Records of Allegany County, Maryland.

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

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

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twelve Hundred Fifty (\$1250.00) - 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

Twelve Hundred Fifty (\$1250.00) - - - - - 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:

Bernard R. Fleigle (SEAL)
Bernard R. Fleigle

James M. Forley

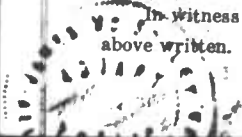
Cernell A. Fleigle (SEAL)
Cernell A. Fleigle

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 17th day of June 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

Bernard B. Fleigle and Cernell A. Fleigle, 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. Suckey
Notary Public

Compared and *signed* *W. G. S. City*

FILED AND RECORDED JUNE 19 1954 at 9:10 A.M.

This Mortgage, Made this 17th day of June in the year nineteen hundred and fifty-four, by and between



Nathan B. Sherry and Helen M. Sherry, 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

Nathan B. Sherry and Helen M. Sherry, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twelve Hundred Eighty (\$1280.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of 31x (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

Nathan B. Sherry and Helen M. Sherry, 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 East side of Ridgeway Terrace in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 13 in Polzella's Addition to Cumberland, and said property also some times known and designated as No. 27 Ridgeway Terrace, Cumberland, Maryland, and particularly described as follows, to-wit:

BEGINNING for the same at a stake standing on the East side of Ridgeway Terrace, distant South 75 degrees East 40 feet from the end of the third line of the lot of ground conveyed to George M. King by deed recorded in Liber No. 74, folio 667, of the Land Records of Allegany County, Maryland, and running thence South 75 degrees East 150 feet, thence South 15 degrees West 50 feet, thence North 75 degrees West 150 feet to Ridgeway Terrace, and thence with said Terrace, North 15 degrees East 50 feet to the beginning.

It being the same property conveyed unto the said Mortgagors by Barbara F. Dennis Rawlins, widow, and others by deed dated February 26, 1947, and duly recorded among the Land Records of Allegany County.

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

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

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twelve Hundred Eighty (\$1280.00) 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 Hundred Eighty (\$180.00) - - - - - 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:

Nathan B. Sherry (SEAL)
Nathan B. Sherry

Thomas L. Keech

Helen M. Sherry (SEAL)
Helen M. Sherry

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 17th day of June 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

Nathan B. Sherry and Helen M. Sherry, 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



Geo. A. Siebert
Notary Public

Compared and Mailed *Kellogg*
To *Wetzel City*
June 21 57

LIBER 305 PAGE 318

FILED AND RECORDED JUNE 21" 1954 at 2:30 P.M.

This Mortgage, Made this 21st day of June,
in the year Nineteen Hundred and Fifty-four, by and between

William J. Robertson and Margaret V. Robertson, his wife,

of Allegany County, in the State of Maryland
part 1st of the first part, and



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 \$2000.00 with interest at the rate of $4\frac{1}{2}\%$ per annum computed monthly on unpaid balances, said indebtedness to be amortized over a 15 year period by the payment of at least \$15.30 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 \$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 William J. Robertson and

Margaret V. Robertson, his wife,

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

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

All that lot or parcel of ground situated on the South-easterly side of Holland Street in the City of Cumberland, Maryland, known and designated as Lot No. 6 and part of Lot No. 7 in the "Allegany County Farm Addition to Cumberland," as shown on a plat thereof recorded among the Land Records of Allegany County, Maryland in Plat Case Box No. 150 and particularly described as follows,
to-wit:

Beginning at a hub at the end of the first line of Lot No. 5 in said addition on the Southeast side of Holland Street, and running with Holland Street, North 35 degrees 47 minutes East 58 feet, then leaving Holland Street at right angles, South 54 degrees 13 minutes East 120 feet, then South 35 degrees 47 minutes West 59 feet to a hub at the end of the second line of said Lot No. 5; and then reversing said second line, North 54 degrees 13 minutes West 120 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by two deeds, the first from the County Commissioners of Allegheny County dated September 16, 1947, which is recorded in Liber No. 217, folio 553 Allegheny County Land Records, and the second from William F. Posder et ux dated May 3, 1954, which is recorded in Liber No. 259, folio 170 Allegheny 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.

Provided, that if the said William J. Robertson and Margaret V. Robertson, 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

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

William J. Robertson and Margaret V. Robertson, his wife,

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

V. Robertson, 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

~~XXXXXXXXXXXXXXXXXXXX~~ 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 William J. Robertson
and Margaret V. Robertson, 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 William J. Robertson and Margaret V. Robertson,
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 & 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 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.

Harry J. Naughton William J. Robertson (SEAL)
Angela A. [unclear] Margaret V. Robertson (SEAL)
Margaret V. Robertson

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 21st day of June

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. Robertson and Margaret V. Robertson, 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.

Charles [unclear]
Notary Public.



Compared and ~~Sealed~~ Indexed & *Mtge City*

FILED AND RECORDED JUNE 21st 1954 at 11:00 A.M.

This Mortgage, Made this 18th day of June In the year nineteen hundred and fifty-four, by and between

Roy E. Payne and Wanna E. Payne, 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

Roy E. Payne and Wanna E. Payne, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-Four Hundred Fifty (\$2450.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of 3 1/2 (3 1/2) 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

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

Roy E. Payne and Wanna E. Payne, his wife,

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

All those lots or parcels of ground situated near the Valley Road, about one mile Northeasterly of the City of Cumberland, Maryland, being Lots Nos. 480, 481, 482 and 483 Lake Avenue, Section A, as shown on Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland and described as follows, to-wit:

BEGINNING at the intersection of the Northerly side of Woodward Avenue with the Westerly side of Lake Avenue, then running with the Westerly side of Lake Avenue, North 22 degrees 10 minutes East 160 feet, then North 67 degrees 50 minutes West 150 feet to the Easterly side of an alley, then South 22 degrees 10 minutes West 160 feet to the Northerly side of Woodward Avenue, then South 67 degrees 50 minutes East 150 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Don J. Taylor and wife, by deed dated the 14th day of June, 1954, and to be 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 Twenty-Four Hundred Fifty - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein 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-Four Hundred Fifty (\$2450.00) - - - 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:

Roy E. Payne (SEAL)
Roy E. Payne

Thomas L. Keech

Wanna E. Payne (SEAL)
Wanna E. Payne

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 18th day of June 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

Roy E. Payne and Wanna E. Payne, 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.

Geo. Siabers
Notary Public



FILED AND RECORDED JUNE 21st 1954 at 11:00 A.M.

This Mortgage, Made this 16th day of

June in the year nineteen hundred and Fifty-four, by and between DONALD R. MCKENZIE and EMMA C. 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 Donald R. McKenzie and Emma C. McKenzie, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of SIXTEEN HUNDRED (\$1,600.00) Dollars.



Handwritten notes:
Cumberland City
June 21 1954

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 _____ 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 Donald R. McKenzie and Emma C. McKenzie, his wife,

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 the following described real estate and all their right, title and interest therein, individually and collectively, situated in Greene's Addition to the Town of Westport, in Allegany County, Maryland, redescribed by an actual survey on the ground as follows:

BEGINNING at a post standing at the Northwest corner on the East side of Brashear Street and running South 67 degrees East 275.0 feet to a post corner; thence South 25 degrees 45 minutes West 120 feet to a corner in a stone fence; thence, following the stone fence, North 66 degrees 30 minutes West 220 feet to a post on the east side of Brashear Street; thence North 127 feet to a post and place of beginning, containing 675/1000 acres.

It being the same property which was conveyed unto the said Mortgagors by Raymond E. Darr and others by deed dated August 16, 1948 and recorded in Liber No. 221, folio 700, 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 Sixteen hundred (\$1,600.00)-----Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

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

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

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

thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George E. 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

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

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

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Donald R. McKenzie (SEAL)
Donald R. McKenzie

James B. McElie

Emma C. McKenzie (SEAL)
Emma C. McKenzie

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

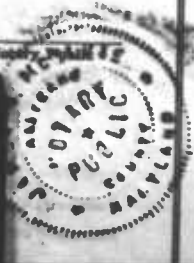
I hereby Certify, that on this 16th day of June in the year nineteen hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Donald R. McKenzie and Emma C. 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 B. McElie



Compared and *corrected* *E*
Mtyle City
June 29, 1954

LIBER 305 PAGE 326

FILED AND RECORDED JUNE 21st 1954 at 11:00 A.M.

This Mortgage, Made this *18th* day of
June in the year nineteen hundred and fifty-four, by and between

Eugene J. Hopkins and Alice I. Hopkins, 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

Eugene J. Hopkins and Alice I. Hopkins, 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 *31x (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

Eugene J. Hopkins and Alice I. Hopkins, 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 Northwesterly side
of Bedford Street, in the City of Cumberland, Allegany County, Maryland
comprising the whole of Lot No. 1 and 20 feet of Lot No. 2, as shown on
the Amended Plat of Columbia Heights Addition to Cumberland, and par-
ticularly described as follows:

BEGINNING for the same on the Northwesterly side of Bedford Street,
at a point distant North 37 degrees and 30 minutes East 25 feet from
the intersection of the Northwesterly side of Bedford Street with the
Northeasterly side of Pershing Avenue, as shown on said Amended Plat, and
running thence with the Northwesterly side of Bedford Street, North 37
degrees and 30 minutes East 45 feet, then parallel with Pershing Avenue
North 51 degrees and 40 minutes West 100 feet to Victory Street, then
with said Street, South 37 degrees and 30 minutes West 45 feet to a
point distant 25 feet from the Northeasterly side of Pershing Avenue,
then parallel with and 25 feet distant from said side of said Avenue,
South 51 degrees and 40 minutes East 100 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortga-
gors by Claibourne M. James and wife by deed dated the 5th day of April
1937, and recorded in Liber No. 177, folio 303, 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 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:

Eugene J. Hopkins (SEAL)
Eugene J. Hopkins

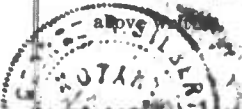
Alice I. Hopkins (SEAL)
Alice I. Hopkins

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this *18th* day of June 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

Eugene J. Hopkins and Alice I. Hopkins, 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



Eugene J. Hopkins
Notary Public

Completed and signed
at Wallace, McKaig City
June 29, 1954

FILED AND RECORDED JUNE 21st 1954 at 11:00 A.M.

This Mortgage, made this *18th* day of June, in the year Nineteen Hundred and Fifty-four, by and between

HARRY E. CAMPBELL and MAZZIE B. CAMPBELL, 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 Forty-two Hundred (\$4200.00) Dollars, which said indebtedness is payable three years after date hereof, together with the interest thereon at the rate of five percentum (5%). The said Mortgagors do hereby covenant and agree

to make payments of not less than Seventy-five (\$75.00) 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.

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 ground situated on the Northwesterly side of Hill Top Drive, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 11 of Block No. 11 in Cumberland Heights Addition to Cumberland, and particularly described as follows, to-wit:

BEGINNING for the same on the Northwesterly side of Hill Top Drive at the end of the first line of Lot No. 10 of said Block, and running thence with said side of said Drive, North 53 degrees 26 minutes East 35 feet, then North 36 degrees 34 minutes West 105 feet to an alley, then with said alley, South 53 degrees 26 minutes West 35 feet to the end of the second line of said Lot No. 10, then with said second line reversed South 36 degrees 34 minutes East 105 feet to the beginning.

It being the same property conveyed to the said Harry B. Campbell and Mizzie B. Campbell, his wife, by Cumberland Heights Improvement Company by deed dated May 24th, 1929 and recorded in Liber No. 160, folio 584, one of the Land Records of Allegany County, Maryland.

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

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

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagee the aforesaid sum of Forty-two hundred (\$4200.00) 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
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

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 of said Mortgagor s.

Whereas,

The parties of the first part are indebted unto the parties of the second part in the full and just sum of *Five Hundred* dollars (*500.00*) as purchase money for the property hereinafter describes which indebtedness is evidenced by the promissory note of the said parties of the first part of even date herewith, payable on demand to the order of the parties of the second part, 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,

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

All of that lot or parcel of ground known by the number of the plat of said Addition as Lot No. 11, of Section (C), in said plat, which lot is situated on the east side of McKinley Street in said Addition and having 69.05 foot front on McKinley Street, and being all of the property between Lot No. 10, in said Addition and a 12 foot alley on the east of the property hereby conveyed. Being a part of the same property which was conveyed unto the parties of the first part by deed from Wm. H. Hiley, et al, dated May 29, 1940, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 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
executors, 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 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 mortgagor^s, their _____ representatives, heirs or assigns.

And the said _____

_____ 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 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, _____ 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

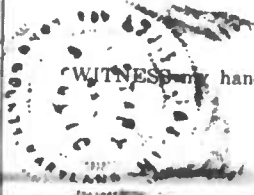
Attest:

Louis A. Jatta
Louis A. Jatta

Norris C. Ravenscroft, Jr. [SEAL]
Helen E. Ravenscroft. [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 6th day of May 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 Norris C. Ravenscroft, Jr., and Helen E. Ravenscroft, 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 William R. Ford and Mary L. Ford, 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.



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

Louis A. Jatta
Notary Public.

COMPANY *Card* 8
Titige City
July 17, 1954

FILED AND RECORDED JUNE 30th 1954 at 2:30 P.M.
 THIS MORTGAGE, Made this 30th day of *June*, 1954, by and

between Clarence E. Llewellyn and Elizabeth P. Llewellyn, his wife, of the first part, sometimes hereinafter called the Mortgagors, and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Trustee for Bess R. Buchanan U/T/A dated July 11, 1949, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the Mortgagee in the full and just sum of Ninety-Five Hundred (\$9500.00) Dollars, as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from 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 30th day of September, 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 Clarence E. Llewellyn and Elizabeth P. Llewellyn, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee for Bess R. Buchanan U/T/A dated July 11, 1949, its successors or assigns, the following property, to-wit:



All that property on Johnson Heights, in Cumberland, Allegany County, Maryland, known as Lots Nos. 47 and 48, of Block 19 as shown on a revised plat of Johnson Heights Addition, dated April, 1936, and recorded on May 28, 1936, among the Land Records of Allegany County, Maryland, and the property hereby conveyed being described as follows:

Fronting seventy feet on the Westerly side of Memorial Avenue, bounded and described as follows:

BEGINNING at a point on the Westerly side of Memorial Avenue where line dividing Lots Nos. 46 and 47 intersect same, and running thence along the Westerly side of said Avenue, South 2 degrees and 51 minutes West 70 feet to line dividing Lots Nos. 48 and 49, thence at right angles to said Memorial Avenue along said dividing line, North 87 degrees and 9 minutes West 120 feet to an alley, thence with said alley, North 2 degrees and 51 minutes East 70 feet to the aforesaid line dividing Lots Nos. 46 and 47, and with it, South 87 degrees and 9 minutes East 120 feet to the place of beginning. All courses refer to true North.

It being the same property which was conveyed unto the said Mortgagors by Henry A. Davis, et ux, by deed dated the 2nd day of September, 1944, and duly recorded among the Land Records of Allegany County in Liber No. 201, folio 292.

This loan is further secured by a Chattel Mortgage on an automobile bearing even date herewith by and between the same parties.

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 Ninety-Five Hundred (\$9500.00) 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 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 Ninety-Five Hundred (\$9500.00) 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 policy 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:

James M. Sosby

Clarence E. Llewellyn (SEAL)
CLARENCE E. LLEWELLYN

Elizabeth P. Llewellyn (SEAL)
ELIZABETH P. LLEWELLYN

STATE OF MARYLAND

COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 30th day of June, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Clarence E. Llewellyn and Elizabeth P. Llewellyn, 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.



James M. [Signature]
Notary Public

Compared and Mailed *[Signature]*
T. Nitge Grantsville Md
July 17 1954

FILED AND RECORDED JUNE 30th 1954 at 3:00 P.M.

This Mortgage, made this 28th day of June, in the year Nineteen Hundred and Fifty Four, by and between Harold Drees and Marion Drees, his wife,

hereinafter called Mortgagor a, 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 The First State Bank of Grantsville, Grantsville, Maryland, a Maryland corporation,

hereinafter called Mortgagee, which expression shall include its 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: **Garrett**

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Twenty-Seven Hundred (\$2700.00) Dollars, which said indebtedness is payable three years after date hereof, together with the interest thereon at the rate of Six (6%) per centum 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 Monthly 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, situated and lying on Beecher Avenue, in Eckhart, Allegany County, Maryland, known as Lot No. 1, of the Subdivision of George E. Dundon property, and particularly described as follows:

BEGINNING at a peg on the North side of Beecher Avenue, it being the beginning of that piece or parcel of land which was conveyed by C. G. Watson, et al., to George E. Dundon, by deed dated February 8th, 1904, and recorded in Liber No. 94, folio 429, of the Land Records of Allegany County, Maryland, and running thence with Beecher Avenue, North 78 degrees East 86 feet to a peg, thence North 18 degrees West 160 feet, South 78 degrees West 86 feet to the division line between the Consolidation Coal Company, and Dundon property, and with said line South 18 degrees East 160 feet to the beginning.

IT BEING the same property which was conveyed unto the said Harold Drees and Marion Drees, his wife, by Charles E. Klosterman, unmarried,



by deed dated January 21st, 1953, and recorded in Liber No. 247, folio 214, of the Land Records of Allegany County, Maryland.

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

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

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid Twenty Seven Hundred (\$2700.00) 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 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, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

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

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least Twenty Seven Hundred (\$2700.00) 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 its 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 Mortgagor

Attest: Joseph F. Fahey (SEAL) Harold Drees (SEAL)
Joseph F. Fahey (SEAL) Marion Drees (SEAL)
JOSEPH F. FAHEY
JOSEPH F. FAHEY

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 28 day of June, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Harold Drees and Marion Drees, his wife,

the within named Mortgagor, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Luther M. Huff, Assistant

the within named 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.



Notary Public Allegany County, Maryland
My commission expires May 2, 1955

Joseph F. Fahey
JOSEPH F. FAHEY Notary Public

Compared and Mailed *balances*

To *Mtze City*

July 19, 54

LIBER 305 PAGE 338

FILED AND RECORDED JUNE 30th 1954 at 11:00 A.M.

THIS MORTGAGE, made this 18th day of June, 1954, by and between JOSEPH F. SKELLEY and VELMA J. SKELLEY, 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 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 One Hundred Sixteen (\$116.00) Dollars on account of interest and principal, payments to begin on the 28th day of July, 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:

PARCEL ONE: ALL of those lots or parcels of ground situated on the northwesterly side of Pine Avenue in the Cumberland Improvement Company's Eastern Addition to Cumberland, in Allegany County, Maryland, known and designated as part of Lot No. 280 in said Addition, and particularly described as follows, to-wit:

BEGINNING for the same at a point on the northwesterly side of Pine Avenue at the end of the first line of Lot No. 279, in said Addition, and running thence with the northwesterly side of Pine



Avenue, north 40 degrees east 40 feet; thence at right angles to said Avenue, north 50 degrees west 104 feet; thence south 40 degrees west 40 feet to the end of the second line of said Lot No. 279, and with said second line reversed, south 50 degrees east 104 feet to the place of beginning. Also part of two lots or parcels of ground situated on the northwesterly side of Pine Avenue, in the City of Cumberland, Allegany County, Maryland, known and designated as part of Lots Nos. 281 and 282 in the Cumberland Improvement Company's Eastern Addition to Cumberland, and particularly described together as follows: BEGINNING at a point on the northwesterly side of Pine Avenue at the end of the first line of Lot No. 280 in said Addition, and running thence with the northwesterly side of said Pine Avenue, north 40 degrees east 80 feet to a twenty foot alley, and with it, and at right angles to said Avenue, north 50 degrees west 104 feet; thence south 40 degrees west 80 feet to the end of the second line of said Lot No. 280 and with said second line reversed, south 50 degrees east 104 feet to the place of beginning.

Being the same property conveyed to the parties of the first part by Home Owners' Loan Corporation by deed dated the 4th day of November, 1942, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 194, folio 703.

PARCEL TWO: ALL that lot or parcel of ground situated and lying on Pine Avenue in the City of Cumberland, Allegany County, Maryland, being Lot No. 279 in The Cumberland Improvement Company's Eastern Addition and more particularly described as follows, to-wit:

BEGINNING at a point on the Northwesterly side of Pine Avenue at the end of the 1st line of Lot No. 278 in said Addition, and running thence with the said Northwesterly side of said Pine Avenue North 40 degrees East 40 feet, thence at right angles to said Avenue North 50 degrees West 108 feet to a stake, thence South 40 degrees West 40 feet to a point on the second line of said Lot No. 278 and with it reversed South 50 degrees East 108 feet to the beginning.

Being the same property conveyed to the first parties by The Cumberland Improvement Company by deed dated the Sixth day of August, 1943, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 197, folio 14.

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 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:

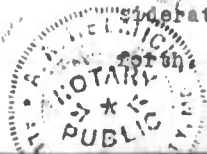
Joseph F. Skelley (SEAL)
Joseph F. Skelley

H. G. Landis
STATE OF TENNESSEE,

Velma J. Skelley (SEAL)
Velma J. Skelley

WITNESS COUNTY, to-wit:

I HEREBY CERTIFY, That on this 28th day of June, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOSEPH F. SKELLEY and VELMA J. SKELLEY, 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 Mailed *Security*

T. *Mitgel City*

July 19 1954

LIBER 305 PAGE 342

FILED AND RECORDED JUNE 30th 1954 at 11:30 A.M.

THIS MORTGAGE, Made this 19th day of June, 1954, by and between CHARLES W. REDINGER and HAZEL E. REDINGER, 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 Three Cents (\$50.63) beginning on the 29th day of July, 1954, and a like and equal sum of not less than Fifty Dollars and Sixty Three Cents (\$50.63) on the said 29th day of each and every month thereafter. Said monthly payments to be applied first to interest and the balance to unpaid principal debt, the entire unpaid principal, together with interest due thereon, to become due and payable, ten years from the date of this 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 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 two lots or parcels of ground situated on Johnson Heights, in Cumberland, Allegany County, Maryland, known as Lots Numbers Sixteen (16) and Seventeen (17) of Block No. 21 as shown on a revised plat of Johnson Heights Addition, dated April, 1936, and recorded on May 28, 1936, among the Land Records

of Allegany County, Maryland, and the property hereby conveyed being described as follows:

BEGINNING for the same at a point along the Westerly side of Brookfield Avenue at the division line between Lots Nos. 15 and 16, Block 21, said point of beginning being also distant 70 feet measured in a Southerly direction along the Westerly side of said Brookfield Avenue from its intersection with the Southerly side of Arundel Street, and running thence with the Westerly side of Brookfield Avenue South 2 degrees 51 minutes West 70 feet; thence at right angles to Brookfield Avenue North 87 degrees 09 minutes West 125 feet to the Easterly side of a 15-foot alley, and with it North 2 degrees 51 minutes East 70 feet to intersect a line drawn North 87 degrees 09 minutes West from the place of beginning; thence reversing said intersecting line, South 87 degrees 09 minutes East 125 feet to the place of beginning. All courses refer to the true meridian.

It being the same property conveyed to the parties of the first part by William H. Stallings and Helen M. Stallings, his wife, by deed dated the 21st day of December, 1953, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 255, folio 391.

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 hereby mortgaged property, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, 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 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 mortgagor may effect said insurance and collect the premiums thereon with interest a part of the mortgage cost.

WITNESS the hands and seals of the said mortgagors.

Witnessed as to each:

Charles W. Redinger (SEAL)
CHARLES W. REDINGER

H. C. Landis

Harold C. Redinger (SEAL)
HAROLD C. REDINGER

STATE OF MARYLAND,
WILMINGTON COUNTY, to-wit:

I, CHARLES W. REDINGER, That on this 29 day of June, 1954, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared CHARLES W. REDINGER and HAROLD C. REDINGER, 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 J. HODGKIN, 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.



Elizabeth H. Bradford
Notary Public
My Commission expires May 2, 1955

Compared and Mailed *clerk*
1. *Mtge Frostburg Md*
July 11 1954

LIBER 305 PAGE 346

FILED AND RECORDED JUNE 30th 1954 at 11:00 A.M.
PURCHASE MONEY

This Mortgage. Made this 25th day of June in the year

Nineteen Hundred and Fifty-four by and between

LEWIS
J. ~~LEWIS~~ BELL and LOLA B. BELL, 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 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-four - - - - - 86/00 Dollars,

(\$54.86) commencing on the 25th. day of July, 1954, and on the 25th. 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 25th. day of June, 1969, ~~1955~~. 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 J. ~~Louis~~ Bell and Lola B. Bell, his wife, Lewis

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 the surface of that piece or parcel of land, situate in Election District No. 11, at Frostburg, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at the end of the first line of a parcel of land conveyed by Consolidation Coal Company to William B. Yates and wife, dated November 19, 1936, filed and recorded among the Land Records of Allegany County, Maryland, in Liber No. 176, folio 518, and being also South 46 degrees 41 minutes East 256.24 feet from Consolidation Coal Company's Engineers Survey Station No. 11693, which is a copper plug in concrete curb on East side of Beall's Lane; then reversing before-mentioned first line of said deed, (true meridian courses and horizontal distances used throughout) South 40 degrees 02 minutes East 12.32 feet to the beginning of a parcel of land, known as Hospital Lot, conveyed by The Consolidation Coal Company to the Mayor and City Council of Frostburg, Maryland, by deed dated October 16, 1912 filed and recorded in Liber No. 111, folio 501, one of the Land Records aforesaid:

then leaving the beginning of said Hospital Lot, which is also the end of the ninth line of said deed, and reversing said ninth line (corrected) South 50 degrees 14 minutes West 213.31 feet; then leaving said Hospital Lot, North 38 degrees 18 minutes West 83.00 feet; North 53 degrees 07 minutes East 211.12 feet; South 40 degrees 03 minutes East 60.00 feet to the beginning, containing thirty eight hundredths (0.38) of an acre, more or less.

BEING the same property which was conveyed to Maurice J. Matteson and Augusta L. Matteson, his wife, by deed from Consolidation Coal Company, dated October 1, 1941 and recorded in Liber No. 192, folio 16 among said Land Records of Allegany County, Maryland.

GIVING AND GRANTING FURTHERMORE, all that part thereof particularly described as follows:

Beginning from the same at the end of the third line of said parcel, running thence with the fourth line thereof North 53 degrees 07 minutes East 80.83 feet; then leaving said fourth line South 49 degrees 29 minutes West 80.96 feet to a point on the third line of beforementioned deed; then with the third line North 28 degrees 18 minutes West 5.15 feet to the beginning, containing in all twelve thousandths (0.012) acre more or less.

Said excerpted part having been conveyed to The Maryland Coal and Realty Company by Deed of Exchange from the said Maurice J. Matteson, et ux, dated March 29, 1951 and recorded in Liber No. 233, folio 388 among said Allegany County Land Records.

SECOND PARCEL

All that certain piece or parcel of land particularly described as follows:

Beginning for the same at the end of the fourth line of said "First Parcel" running thence with said fourth line reversed, South 53 degrees 07 minutes West 130.30 feet; then leaving said fourth line North 49 degrees 29 minutes East 130.10 feet; then South 40 degrees 03 minutes East 8.27 feet to beginning, containing in all five thousandths (0.005) acre more or less.

BEING the same property which was conveyed to the said Maurice J. Matteson, et ux, by said Deed of Exchange from said The Maryland Coal and Realty Company, et al, dated March 29, 1951 and recorded in Liber No. 233, folio 388 among said Land Records.

THIRD PARCEL

All the surface of that piece or parcel of land known as Lot No. 25 situated at Frontburg on Eckhart Flat, Allegany County, Maryland and more particularly described as follows:

Beginning for the same at the intersection of the South side of Washington Street, as proposed to be extended, and the end of the second line of First Parcel of land conveyed by the Consolidation Coal Company to the Board of Education of Allegany County, Maryland by deed dated May 27, 1941, filed and recorded in Liber 190, folio 650, among the Land Records of Allegany County, Maryland; and running thence with part of the second line of abovementioned deed reversed South 46 degrees 45 minutes West 125.00 feet to an alley; then with the North side of said alley North 63 degrees 15 minutes West 50.00 feet; then leaving said alley North 26 degrees 25 minutes East 165.00 feet to the south side of Washington Street as proposed to be extended; then with South side of Washington Street as proposed to be extended South 63 degrees 15 minutes East 50.00 feet to the beginning, containing in all nineteen hundredths (.19) of an acre, more or less.

BEING the same property which was conveyed to the said J. Louis Bell and Lola E. Bell, his wife, by deed from The Maryland Coal and Realty Company, dated May 29, 1950 and recorded in Liber 229, folio 663 among the said Land Records.

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

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

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

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

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

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

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

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

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 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: As to Both

Kay M. Pace *J. Lewis Bell* (SEAL)

Ralph M. Race

J. Lewis Bell

(SEAL)

Lola B Bell

(SEAL)

Lola B. Bell

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

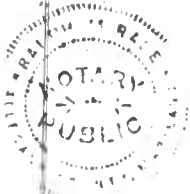
I Hereby Certify, That on this 25th. day of June in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

LEWIS

J. ~~LEWIS~~ BELL and LOLA B. BELL, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared ~~William V. Smith~~ ^{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 V. Smith~~ ^{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

Wetzel City
July 19 1954

FILED AND RECORDED JUNE 30th 1954 at 1:20 P.M.
PURCHASE MONEY

This Mortgage. Made this 30th day of June, in the year Nineteen Hundred and Fifty Four, by and between

William V. Smith and Emily E. Smith, his wife,

of Allegany County, in the State of Maryland, part 106 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 of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the said bank in the principal sum of Thirteen Thousand Five Hundred and Fifty Dollars (\$13,550.00) with interest at the rate of 4% per annum, and a comparable portion of unpaid interest, said indebtedness to be amortized over a 17 year period by the payment of at least 240 equal payments of \$100.00 per month, the first monthly payment being due on the 1st day of January from the date of these presents, and the said bank having agreed to defer until its next principal payment the interest accruing thereon in which case, said monthly payments first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accrued thereon these presents are executed, it is hereby reserved to pay, at any time, without premium or fee, the whole interest due or any part thereof not less than the amount of one installment, or one hundred (\$100.00) Dollars, whichever is less.

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

William V. Smith and Emily E. Smith, his wife, do give, grant, bargain and sell, convey, release and confirm unto the said The Second National Bank of Cumberland, its successors

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

All those lots, pieces or parcels of ground lying and being on the easterly side of Bedford Street known and designated as Lots Nos. 3 and 4 of the Bedford Street Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Plat Case Box No. 40, 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 Bedford Street distant 86.7 feet measured in a southerly direction along the easterly side of Bedford Street from its intersection with the southerly side of Regina Avenue, and running then with the easterly side of Bedford Street North 40 degrees 36 minutes East 57.8 feet, then with a line parallel to Regina Avenue South 49 degrees

East 106.8 feet to the westerly side of a 12 ft. alley, then with said alley South 41 degrees West 57.8 feet to intersect a line drawn South 49 degrees East from the place of beginning, and then reversing said intersecting line North 49 degrees West 106.4 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Charles E. Coco et ux of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

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

Provided, that if the said William V. Smith and Emily E. Smith, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said The Second National Bank of Cumberland, its successors

or assigns, the aforesaid sum of

Thirteen Thousand Two Hundred Fifty (\$13,250.00) 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 _____

William V. Smith and Emily E. 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 _____

William V. Smith and Emily E. 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 _____

The Second National Bank of Cumberland, its successors

~~whenever necessary administrators~~ and assigns, or Harry I. Stegmeyer, 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 William V. Smith and Emily E. 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 mortgagors, their representatives, heirs or assigns.

And the said William V. Smith and Emily E. 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 Thirteen Thousand Two Hundred Fifty (\$13250.00) 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 ~~XXXX~~ or assigns, to the extent of its or _____ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors.

Attest:

Angela M. Mc Clelland
Angela M. Mc Clelland

William V. Smith [SEAL]
WILLIAM V. SMITH
Emily E. Smith [SEAL]
EMILY E. SMITH

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 30th day of JUNE,
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 V. Smith and Emily E. 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 A. Laughton, 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.

Joseph A. Laughton
 Notary Public.



*Completed by [unclear] 45
 To the [unclear] City
 July 19, 1954*

FILED AND RECORDED JUNE 30th 1954 at 2:20 P.M.

This Mortgage, Made this 29th day of JUNE in the
 year Nineteen Hundred and fifty-four by and between

Donald W. Hoff, single, and Rosalie M. Yantorno, single,

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

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Four Thousand One Hundred & 00/100 - - - (\$4100.00) - - - 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 & 37/100 - - - (\$31.37) - - - Dollars
 on or before the first day of each and every month from the date hereof, until the whole of said
 principal sum and interest shall be paid, which interest shall be computed by the calendar month,
 and the said installment payment may be applied by the mortgagee in the following order: (1) to
 the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
 of every nature and description, ground rent, fire and tornado insurance premiums and other
 charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
 said principal sum. The due execution of this mortgage having been a condition precedent to the
 granting of said advance.

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

release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those certain lots or parcels of ground situated on the westerly side of a 12 foot alley at the rear of 724 Frederick Street in the City of Cumberland, Allegany County, Maryland, being shown as a part of Lots Nos. 40 and 41 of the Bedford Place Addition in the City of Cumberland, a plat of which said addition is recorded in Liber No. 110, folio 591 and of the Land Records of Allegany County, Maryland, and were particularly described as follows, to-wit:

Beginning on the corner of a stake on the westerly side of a 12 foot alley at the end of the second line of Lot No. 39 of the aforesaid addition, and running then with said westerly side of said alley, South 27 degrees 30 minutes East 50 feet to a stake at the end of a fence line; then with said fence line, South 50 degrees 03 minutes West 41.7 feet to a stake at a fence corner; then with a fence enclosing Lot No. 41 and a part of Lot No. 40, North 20 degrees 34 minutes East 33.15 feet to a point $3/10$ of a foot from the face of a concrete block garage wall; then in a line parallel to and $3/10$ of a foot from aforesaid garage wall, North 50 degrees 03 minutes West 6.5 feet to a stake; then in a line parallel to the rear wall of said garage, North 28 degrees 34 minutes East 10.21 feet to a stake on the second line of aforesaid Lot No. 39; then with a part of said second line reversed North 50 degrees 03 minutes West 36.5 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Robert E. Reid and Devota P. Reid, his wife, 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 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 mort-

gagage 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 and 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 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.

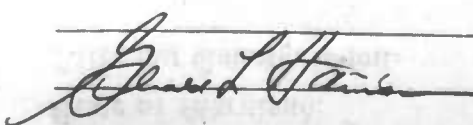
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand One Hundred & 00/100 - - (\$4100.00) - - 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 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:



Donald W. Hoff [SEAL]
Donald W. Hoff

Rosalie M. Yanforno [SEAL]
Rosalie M. Yanforno

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 29TH day of JUNE
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

Bertha M. Cover, single, and Rosalie M. Yantorno, single

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



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

George W. Legge
Notary Public

FILED AND RECORDED JUNE 29th 1954 at 12:30 P.M.

This Mortgage, Made this 29TH day of JUNE in the
year Nineteen Hundred and fifty - four by and between

Bertha M. Cover, widow, and James A. Cover, her son,

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

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Two Thousand Five Hundred & 00/100 - - - (\$2,500.00) - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-five & 00/100 - - - (\$25.00) - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to



the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All those lots more or less and designated as Lots Nos. 501 and 502 as shown on the first of the Hundred Land and Improvement Company's A. Plan to Charleston, this said lots are situated in the City of Baltimore, Baltimore County, Maryland, and more particularly described as follows, to-wit:

Beginning for 501: Lots Nos. 501 and 502 at the southwest intersection of Virginia Avenue and Boston Street, then South 52 1/2 feet to East 20 feet, then South 36 1/2 feet to West 150 feet to a 10 foot alley, then with said alley North 52 1/2 feet to West 20 feet to Virginia Avenue, then with Virginia Avenue North 36 1/2 feet to West 150 feet to the place of beginning.

Being the same property which was conveyed unto William J. Cover and Bertha M. Cover, his wife, by deed of Charles Z. Haskit, Trustee, dated December 29, 1930, and recorded among the Land Records of Allegany County, Maryland in Liber No. 165, folio 519, the said William J. Cover having heretofore departed this life complete title to said property thereupon became vested in his widow, Bertha M. Cover, one of the mortgagors herein by operation of law, and the other mortgagor, James A. Cover, executed this mortgage for the purpose of personally covenanting and guaranteeing to pay the mortgage debt according to the terms as set forth in said 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 \$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, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

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

Bertha M. Cover [SEAL]
 Bertha M. Cover
James A. Cover [SEAL]
 JAMES A. COVER [SEAL]
 [SEAL]

of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All those lots or parcels of ground known as Lots Nos. 1, 2 and 3 and a large unnumbered lot lying to the Northeast thereof, said three numbered lots and one unnumbered lot being bounded by PenRoy Drive, First Street, Ivy Street and Second Street as shown on the plat of PenRoy Gardens Addition, recorded among the Land Records of Allegany County, Maryland, in Plat Box No. 156, and which are more particularly described in one parcel as follows, to-wit:

Beginning for the same at an iron stake standing on the westerly side of Second Street at the dividing line between Lots Nos. 2 and 3 in said Addition said stake being also North 12 degrees 58 minutes East 75.05 feet from the intersection of the prolongation of the northeasterly side of Ivy Street with the prolongation of the easterly side of Second Street and running then with the easterly side of Second Street North 12 degrees 58 minutes East 122.8 feet to an iron stake; then still with Second Street by the arc of a circular curve of 165 feet radius to the right, a distance of 55 feet to an iron stake; then still with Second Street North 42 degrees 58 minutes East 97.0 feet to an iron stake; then by the arc of a circular curve of 20 feet radius to the right, a distance of 31.42 feet to an iron stake on the southwesterly side of PenRoy Drive; then with the southwesterly side of PenRoy Drive South 47 degrees 02 minutes East 192.55 feet to an iron stake; then by the arc of a circular curve of 20 feet radius to the right, a distance of 19.72 feet to an iron stake standing on the northwesterly side of First Street; then with the northwesterly side of First Street, South 38 degrees 05 minutes West 352.22 feet to an iron stake; then by the arc of a circular curve of 20 feet radius to the right, a distance of 31.47 feet to an iron stake standing on the easterly side of Ivy Street; then with the northeasterly side of Ivy Street North 47 degrees 02 minutes West 79.87 feet to an iron stake; then by the arc of a circular curve of 40 feet radius to the right, a distance of 41.89 feet to an iron stake standing on the easterly side of Second Street; then with the easterly side of Second Street North 12 degrees 58 minutes East 52 feet to the place of beginning. All bearings are true bearings and measurements are horizontal.

Being the same property which was conveyed unto the parties of the first part by deed of Roy C. Lottig and Reneith C. Lottig, his wife, dated April 18, 1950, which is recorded among the Land Records of Allegany County, Maryland in Liber No. 228, folio 575.

"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 Five 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. Leuge, 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 - - - (\$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 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 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.

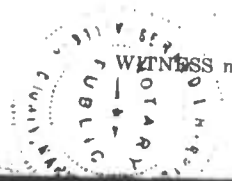
Attest:

William P. Welsh [SEAL]
William P. Welsh
Catherine G. Welsh [SEAL]
Catherine G. Welsh

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 29TH day of JUNE
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. Welsh and Catherine G. Welsh, 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. Haman
Notary Public.

1954 DeSoto 4Dr Powermaster Sedan
Motor Number 820-10037
Serial Number 50313122

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 FOUR THOUSAND THREE HUNDRED - - - - -00/100 DOLLARS (\$4,300.00)

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 ~~xxxxxxx~~ 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.

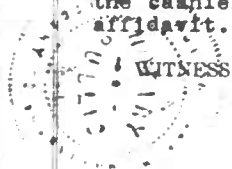
And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least FORTY-THREE HUNDRED and 00/100 (\$4300.00) 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 ~~xxxxxxx~~ 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:
David R. Willetts [Signature] ROBERT C. BARCLAY [Signature] [Seal]
DAVID R. WILLETTS ROBERT C. BARCLAY
David R. Willetts [Signature] Violet L. Barclay [Signature] [Seal]
DAVID R. WILLETTS VIOLET L. BARCLAY
[Seal]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 28th day of June
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. BARCLAY and VIOLET L. BARCLAY, 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.

Ruth M. Todd
RUTH M. TODD Notary Public

Com. rec. in Md. Deed
Allegany Co. Md.
June 28 1954

FILED AND RECORDED JUNE 29th 1954 at 11:20 A.M.

This Mortgage, Made this 28 day of June
in the year Nineteen Hundred and Fifty Four, by and between
MERLYN F. MILLER AND ELIZABETH M. MILLER, HIS WIFE,
of Allegany County, in the State of Maryland,
parties of the first part, and DUKE W. BURGER AND MARY E. BURGER, HIS
WIFE, AND ERMA BURGER ROBERTS,
of Allegany County, in the State of Maryland,
parties of the second part, WITNESSETH:

whereas, the said parties of the first part are justly and bona-fide indebted unto the said parties of the second part in the full sum of NINETEEN HUNDRED (\$1,900.00) DOLLARS, with interest from date at the rate of six per centum (6%) per annum, 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, which said sum said parties of the first part covenant and agree to pay in equal monthly installments of twenty-one dollars and ten cents (\$21.10), on account of interest and principal, payments to begin on the 28th day of ~~July~~, 1934, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The monthly payments shall be applied, first, to the payment of interest, and secondly, to the payment of principal of the mortgage indebtedness.

It is also covenanted and agreed by the parties hereto and fully understood by them that this mortgage shall, at the option of the mortgagees, secure such future advances as are provided for by Article 66, Section 2, of the 1951 edition of The Annotated Code of the Public General Laws of Maryland, and any amendments and supplements thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Marlyn F. Miller and Elizabeth M. Miller, his wife, parties of the first part,

do hereby give, grant, bargain and sell, convey, release and confirm unto the said Duke W. Burger and Mary E. Burger, his wife, as tenants by the entirety, their heirs and assigns an undivided one-half interest, and unto the said Duke W. Burger and Erne Burger Roberts, as joint tenants, their heirs and assigns ^{an undivided one-half interest, in} the following property, to-wit:

All that lot or piece of ground, consisting of two parcels, situate on Columbia Street in the City of Cumberland, Allegany County, Maryland, and known as the Burger property, and more particularly described as follows, to-wit:

FIRST PARCEL: All that lot of ground known as Lot No. 40 of Michael Spriggs property beginning at a point six feet westward of the point of intersection of the northeast side of Columbia Street with the line extended with the northwest side of the brick house on said lot and running thence North 31 degrees East 156 feet to Independence Street and with said street South 59 degrees East 36 feet to the west side of the Grove lot then with said Grove lot South 31 degrees West 174 feet to Columbia Street, then with said street North 33 degrees West 40 feet to the place of beginning.

SECOND PARCEL: All that lot or parcel of ground adjoining the above lot beginning for the same at the northeast side of Columbia Street at the beginning of the aforesaid lot and running thence with Columbia Street North 32 degrees West 29 feet North 30 degrees East to Independence Street then with it South 43-1/2 degrees East 24-1/2 feet to the lot above described then by a straight line to the beginning.

BEING the same property which was conveyed by David P. Miller et ux. to Matilda Burger, by deed dated August 4, 1893, and recorded in Liber No. 74, folio 244, among the Land Records of Allegany County, Maryland; and also the same property which was conveyed by said parties of the second part to said parties of the first part by deed of even date to be recorded among said Land Records.

Together with the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

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

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

executor^s, administrator^s or assigns, the aforesaid sum of NINETEEN HUNDRED (\$1,900.00) DOLLARS,

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

And it is Agreed that until default be made in the premises, the said 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 Robert MacDonald Spuce, 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 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 their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

Nineteen Hundred (\$1,900.00) - - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the 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 s, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors the day and year first above written.

Attest:

H. Sandis

Meryl F. Miller [SEAL]
MERYLN F. MILLER

H. Sandis

Elizabeth M. Miller [SEAL]
ELIZABETH M. MILLER

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 28th day of June
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
Garryn F. Miller and Elizabeth W. Miller, 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 Duke W. Burger
of the _____
therein named 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, last above
related.

A. D. Helmick

Notary Public.

My Commission expires May 2, 1955

300

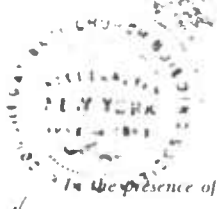
FILED AND RECORDED JUNE 29th 1954 at 3:00 P.M.

THE CONGREGATIONAL CHURCH BUILDING SOCIETY

287 FOURTH AVENUE, NEW YORK 10, N. Y.

DOES HEREBY CERTIFY: That a certain Indenture of Mortgage bearing date
the 14th day of November
in the year One Thousand Nine Hundred and Fifty-One
made and executed by THE SHILOH WELSH CONGREGATIONAL CHURCH OF FROSTBURG,
MARYLAND in the County of Allegany and State of Maryland, a Maryland corpora-
tion
to the said The Congregational Church Building Society, to secure the payment of the sum
of THIRTY-TWO HUNDRED (\$3,200) dollars, and duly recorded
in the office of the Clerk _____ of the County of Allegany
State of Maryland _____ in Liber 250 _____ of Mortgages,
Document No. _____ on the 17th day

of December in the year One Thousand Nine Hundred and Fifty-One
at nine o'clock minutes in the fore noon, and which has not been further
assigned, is paid, and does hereby consent that the same be discharged of record:



In the presence of
Est
Edith Phillips

IN WITNESS WHEREOF, the said THE CONGREGATIONAL CHURCH
BUILDING SOCIETY, has heretofore caused its corporate seal
to be affixed and these presents to be subscribed by its
Vice President and Assistant Secretary at the
City of New York, the 15th day of June 1954.

The Congregational Church Building Society

by Truman B. Douglass
Vice President
Alma Sharp
Assistant Secretary

STATE OF NEW YORK, } SS:
COUNTY OF NEW YORK, }

I HEREBY CERTIFY that on this 15th day of June in the year 1954,
before the subscriber, a Notary Public qualified to act in said State and
County aforesaid, personally appeared Truman B. Douglass and Alma Sharp,
Vice President and Assistant Secretary, respectively, of THE CONGREGATIONAL
CHURCH BUILDING SOCIETY, and on behalf of the said corporation did acknow-
ledge the foregoing instrument to be the act and deed of The Congregational
Church Building Society.

Ruth Esther King
Notary Public



RUTH ESTHER KING
Notary Public State of New York
No. 21-2121860
Qualified in New York County
Term Expires March 30, 1955

Com
7729 Broadhead Rd
R03 Cranston, Pa
July 15 '54

FILED AND RECORDED JUNE 28th 1954 at 10:20 A.M.

SECOND

This Mortgage, Made this 22nd day of June

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

GUY M. DAVIS and MARIE E. DAVIS, his wife,

of Allegheny County, in the State of Maryland

parties of the first part, and

WILLIAM A. SHAPER

of Allegheny County, in the State of Pennsylvania

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 Twenty-Five Thousand Dollars, (\$25,000.00), which said sum the parties of the first part promise to pay unto the party of the second part five (5) years after date, with interest thereon at the rate of Five Per Centum (5%) Per Annum, payable annually, with the right of the parties of the first part to make payment of any amount upon the principal of said indebtedness at any interest paying period until the full sum of Twenty-Five Thousand Dollars, (\$25,000.00), and interest has been paid and satisfied.

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

parties of the first part

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

party of the second part, his

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

All that tract or parcel of ground situated on the North side of the National Highway, about five miles West of Cumberland, in Allegany County, Maryland, and more particularly described as follows, to-wit:

FIRST: BEGINNING for the same at an iron stake standing 40 feet on the first line of tract of ground conveyed by Calvin E. Deal and Margaret L. Deal, to Harry C. Deal, et ux., by deed dated the 26th day of January, 1939, and recorded in Liber No. 184, folio 463, one of the Land Records of Allegany County, and continuing thence with the North side of said National Highway and 30 feet from the present centre line thereof, and with part of the first line of the aforementioned Deal Tract of ground, (vernier readings reduced to Magnetic Bearings as of January, 1950, and with the Horizontal Measurements), South 67 degrees and 15 minutes, West 407-1/10 feet to an iron stake, thence leaving National Highway North 34 degrees and 41 minutes West 213-9/10 feet to an iron stake, thence North 22 degrees and 45 minutes West 192-1/10 feet to an iron stake, thence North 67 degrees and 15 minutes East 452-7/10 feet to an iron stake that stands 40 feet from and at right angles to the sixth and last line of the aforementioned Harry C. Deal Tract of ground; thence 40 feet from and parallel to said sixth line, South 22 degrees and 45 minutes East 372-4/10 feet to the centre of the most Easterly brick post at the driveway entrance that leads into this described parcel of ground; thence with the same line extended South 22 degrees and 45 minutes East 33-1/10 feet to the beginning; containing approximately 4-1/10 acres more or less.

SECOND: All the right, title, interest and estate of the said Harry C. Deal, et ux., in and to all that lot or parcel of ground lying and being on the Easterly side of the tract above mentioned, and beginning for the same at a point distant North 67 degrees 15 minutes East 40 feet from the beginning of the first mentioned tract, and running thence North 22 degrees 45 minutes West 405.5 feet; thence South 67 degrees 15 minutes West 40 feet to the 6th line of the first mentioned parcel herein described, and thence with said 6th line South 22 degrees 45 minutes East 405.5 feet to the place of beginning.

IT BEING the same property which was conveyed unto the said Guy M. Davis and Marie E. Davis, his wife, by Harry C. Deal and Helen P. Deal, his wife, by deed dated April 24th, 1950, and recorded in Liber No. 228, folio 702, 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

party of the second part, his heirs,

executors, administrator or assigns, the aforesaid sum of

-----Twenty-Five Thousand Dollars, (\$25,000.00), -----

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

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

parties of the first part

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

parties of the first part

hereby covenant to pay when legally demandable.

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

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

party of the second part, his

heirs, executors, administrators and assigns, or duly authorized attorney 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 his heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

~~Twenty-Five Thousand Dollars, (\$25,000.00),~~ _____ Dollars

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee his heirs or assigns, to the extent of _____ 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:

[Signature]
[Signature]

[Signature] [SEAL]
GUY H. DAVIS

[Signature] [SEAL]
MARIE E. DAVIS

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 22nd day of June
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

GUY H. DAVIS and MARIE E. DAVIS, his wife,

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

WILLIAM A. SHAPER

the within named 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.

Lucy H. Balesley
Notary Public.

*Com. on ed. of 1954
T. Geo. St. Leger City City
July 19 54*

FILED AND RECORDED JUN 28th 1954 at 12:45 P.M.

This Mortgage, Made this 25th day of JUNE 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, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Two Thousand Seven Hundred Sixty-five & 00/100 - - (\$2765.00) 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 & 52/100 - - - - (\$32.52) - - - 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 ground situated on the south side of Kentucky Avenue, in Bannockburn Addition to Cumberland, in Allegany County, Maryland, known and designated as Lots Nos. 77 and 78 on the Plat of said Addition, a plat of which said Addition is recorded in Liber No. 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 and 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 December 29, 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 mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

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

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

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

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

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

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

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

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. 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 Two Thousand Seven Hundred Sixty-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 hand and seal of said mortgagors.

Attest:

Charles L. Haines

Hubert J. Feeney [SEAL]
Hubert J. Feeney

Elizabeth E. Feeney [SEAL]
Elizabeth E. Feeney

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 25th day of JUNE
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. Feerey and Elizabeth F. Feerey, 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 Mailed 7/19/54
T. W. G. Swartzberg M.D.
July 19 1954*

FILED AND RECORDED JUNE 28th 1954 at 2:15 P.M.

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

CHARLES C. ACKER and LYDIA D. ACKER, 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 AND NO/100 ----- Dollars
(\$ 8,000.00) 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

TWO HUNDRED THIRTEEN AND 00/100 ----- Dollars,
(\$ 213.00) commencing on the 25th day of JULY, 195 4



and on the 25TH 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 25TH day of JUNE, 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

Charles C. Acker and Lydia D. Acker, 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 land situated on the Southerly aide of Frederick Street and being Lot No. 62 in Schlund's Addition to Cumberland, and situated in Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a stake atanding South 65 degrees 21 minutes West 325 feet from the point of intersection of the Southeaat side of Frederick Street extended with the Southwest aide of Edward Street and continuing thence with the Southeast side of Frederick Street extended South 65 degrees 21 minutea West 65 feet to a stake then at right angles to said Frederick Street extended, South 24 degrees 39 minutea East 200 feet to a stake, then parallel to Frederick Street extended, North 65 degrees 21 minutea East 65 feet to a stake standing at the end of the second line of Lot No. 63 in said Schlund's Addition, then at right angles to said last named line and reversing said second line of Lot No. 63, North 24 degreea 39 minutes West 200 feet to the place of beginning.

BEING part of the same property conveyed by Walter P. Schlund et al, Executors of John C. Schlund, deceaaed, to Robert W. Daughtrey et ux, by deed dated June 11, 1946 and recorded in Liber No. 210, folio 28 among the Land Records of Allegany County, Maryland.

BEING ALSO the same property which was conveyed to the said Charles C. Acker and Lydia D. Acker, his wife, by deed from the said Robert W. Daughtrey et ux, dated May 6, 1953 and recorded in Liber No. 258, folio 409 among said Land Records of Allegany County, Maryland.

SPECIFIC REFERENCE is hereby made to the aforesaid deeds for a further description of said property and the restrictions and covenants running with the land therein set forth.

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

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

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

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

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

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

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

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

EIGHT THOUSAND AND NO/100 - - - - - (\$ 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 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:

Robert H. [Signature] Charles C. [Signature] (SEAL)

Rachel Knieriem
RACHEL KNIERIEM (SEAL)
Lydia D. Ackers
LYDIA D. ACKER (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 25th day of June 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 C. ACKER and LYDIA D. ACKER, 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} ~~Charles C. Ackers~~, 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} ~~Charles C. Ackers~~ 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 Knieriem
RACHEL KNIERIEM
Notary Public

Robert Mac Bruce Atty 3ty
July 19 54

FILED AND RECORDED JUN 28th 1954 at 2:50 P.M.

This Mortgage, Made this 28th day of June

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

MERLYN F. MILLER AND ELIZABETH H. MILLER, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and THE FIRST NATIONAL BANK OF CHIMBERLAND,

a banking corporation, duly organized under the laws of the United

States,

County, in the State of

party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly and bona-fide indebted unto said party of the second part in the full sum of THIRTY-SIX THOUSAND (\$3,600.00) DOLLARS, with interest from date at the rate of six per centum (6%) per annum, 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, which said sum said parties of the first part covenant and agree to pay in equal monthly installments of thirty dollars and thirty-eight cents (\$30.38), on account of interest and principal, payments to begin on the 22 day of July, 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. The entire unpaid principal debt together with interest due thereon shall become due and payable 10 yrs. from date of this mortgage. It is also covenanted and agreed by the parties hereto and fully understood by them that this mortgage shall, at the option of the mortgagee, secure such future advances as are provided for by Article 26, Section 2, of the 1951 edition of The Annotated Code of the Public General Laws of Maryland, and any amendments and supplements thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Merlyn F. Miller and Elizabeth C. Miller, his wife, parties of the first part,

do hereby give, grant, bargain and sell, convey, release and confirm unto the said The First National Bank of Cumberland, party of the second part, its successors or assigns,

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

All that lot or piece of ground, consisting of two parcels, situate on Columbia Street in the City of Cumberland, Allegany County, Maryland, and known as the Burger property, and more particularly described as follows, to wit:

FIRST PARCEL: All that lot of ground known as Lot No. 40 of Michael Spriggs property beginning at a point six feet westward of the point of intersection of the northeast side of Columbia Street with the line extended with the northwest side of the brick house on said lot and running thence North 31 degrees East 156 feet to Independence Street and with said street South 59 degrees East 36 feet to the west side of the Grove lot then with said Grove lot South 31 degrees west 174 feet to Columbia Street, then with said street North 33 degrees west 40 feet to the place of beginning.

SECOND PARCEL: All that lot or parcel of ground adjoining the above lot beginning for the same at the northeast side of Columbia Street at the beginning of the aforesaid lot and running thence with Columbia Street North 32 degrees West 29 feet North 30 degrees East to Independence Street then with it South 43-1/2 degrees East 24-1/2 feet to the lot above described then by a straight line to the beginning.

BEING the same property which was conveyed by David P. Miller et ux. to Matilda Burger by deed dated August 4, 1893, and recorded in Liber No. 74, folio 244, among the Land Records of Allegany County, Maryland; and also the same property which was conveyed to said parties

of the first part by Duke W. Burger et ux. et al., by deed of even date, which said deed is to be recorded simultaneously with these presents among said Land Records.

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

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 Thirty-six hundred (\$3,600.00) 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 The First

National Bank of Cumberland, party of the second part, its successors

~~and assigns~~ and assigns, or Robert MacDonald Bruce, 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 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 or assigns, the improvements on the hereby mortgaged land to the amount of at least

---Thirty-six hundred (\$3,600.00)----- 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 ~~not~~ or assigns, to the extent
of its, 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:

J. Glanville

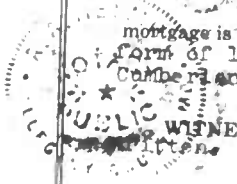
Meryl F. Miller [SEAL]
MERYL F. MILLER

J. Glanville

Elizabeth M. Miller [SEAL]
ELIZABETH M. MILLER

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 28 day of June
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
Meryl F. Miller and Elizabeth M. Miller, 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 A. 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, and further made oath in due
form of law that he is President of The First National Bank of
Cumberland and is duly authorized to make this acknowledgement.
WITNESS my hand and Notarial Seal the day and year ~~above~~ last above
written.



A. A. Helmick
Notary Public.
My Commission expires May 2, 1955

Wm
Mtge City
July 19 1954

FILED AND RECORDED JUNE 29th 1954 at 3:50 P.M.

THIS MORTGAGE, Made this 28th day of June, 1954, by and between Buchholtz, Inc., a corporation existing under the Law of the State of Maryland, of the first part, sometimes hereinafter called the Mortgagor, and The Liberty Trust Company of Cumberland, Maryland, a Corporation, July Incorporated under the Laws of Maryland, Trustee for Mrs. Gladys E. Stallings under Trust Agreement, dated July 17, 1953, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagee stands indebted unto the Mortgagor in the full and just sum of Thirty-Six Thousand Ninety-One and 43/100 (\$36,091.43) 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 Four per centum (4%) 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 30th day of September, 1954.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Buchholtz, Inc. does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee for Mrs. Gladys E. Stallings under Trust Agreement dated July 17, 1953, its successors or assigns, the following property, to-wit:

All that lot or parcel of ground situated on the South side of Baltimore Street in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING on the South side of Baltimore Street on the East side of an alley at the Northwest corner of a property formerly known as the "American House Building" (now Sears and Roebuck Store Building), and running thence with Baltimore Street, North 72 degrees 15 minutes East 46 feet and 8 inches, thence South 17 degrees 45 minutes East 126 feet 8 inches, more or less, to an alley 20 feet wide, known as Dexter Place, and with it, South 72 degrees 28 minutes West 46 feet and 8 inches to an alley 14 feet wide, and with it, North 17 degrees 45 minutes West 126 feet and 6 inches to the beginning.

The above description having been prepared from a survey



made by Henry W. Schaflit, in June, 1939.

It being the same property which was conveyed unto Buchholtz, Inc. by two deeds; namely, one from Vincent A. Buchholtz, Substituted Trustee under the Last Will and Testament of William A. Buchholtz, deceased, dated May 5, 1939, and recorded in Liber No. 133, folio 308, one of the Land Records of Allegany County, and by deed from The Second National Bank of Cumberland, Maryland, Trustee under the Will of Michael L. Fesenmeyer, and others, dated May 5, 1939, and recorded in Liber No. 133, folio 420, of said Land Records.

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

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

PROVIDED, that if the said Mortgagor, its successors or assigns do and shall pay to the said Mortgagee, its successors or assigns the aforesaid sum of Thirty-Six Thousand Ninety-One and 43/100 (\$36,091.43) 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 Mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

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

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

Mortgagee, 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 Mortgagee shall have sixty days after the receipt of said notice, to make tender of said debt, and if no payments are hereby made to be made in cash, and the said The Liberty Trust Company, its successors or assigns, or G. W. R. Hughes, III, his or their duly authorized attorney 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 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 of said sale shall 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 Mortgagee, its successors or assigns.

AND the said Mortgagee does further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-Six Thousand Ninety-One and 43/100 (\$36,091.43) 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 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

covenant, if aforesaid are to extend to and bind the several heirs, executors, administrators, assignees or assigns, of the respective parties hereto.

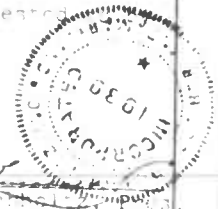
WITNESS the signature of Vincent A. Buchholtz, President of Buchholtz, Inc. and the corporate seal all duly appeared before me, Secretary the day and year above written.

ATTEST:

Charles E. Makin
Charles E. Makin, Secretary

BUCHHOLTZ, INC.

Vincent A. Buchholtz
Vincent A. Buchholtz, President

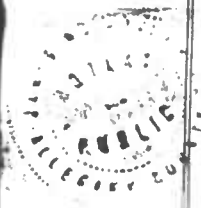


STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 28th day of June, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Vincent A. Buchholtz, President of Buchholtz, Inc., and he acknowledged the aforesaid Mortgage to be the act and deed of said corporation; and at the same time, before me, also personally appeared Charles E. Piper, President of The Liberty Trust Company, and John J. Robinson, Trust Office 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.



James M. Ashley
Notary Public

ccw
Mtipe City
June 19 1954 E

FILED AND RECORDED JUNE 28th 1954 at 2:45 P.M.

This Mortgage, Made this 28th day of June in the year nineteen hundred and fifty-four, by and between

Ralph Long and Anna Long, 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

Ralph Long and Anna Long, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Fifty-One Hundred (\$5100.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of 31x (6 $\frac{1}{2}$) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 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

Ralph Long and Anna Long, 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:

FIRST: All that piece or parcel of ground situate on the North side of Wempe Avenue and known as Lot Number 52 in the East End Land Company's Addition to Cumberland, Allegany County, Maryland, and more particularly described as follows:

BEGINNING at the Southeast corner of Lot Number 51 in the aforesaid Addition and running thence with the Northerly side of said Wempe Avenue, South 68 degrees 10 minutes East 32 feet; thence North 21 degrees 50 minutes East 120 feet to a 15-foot alley; thence with said alley, North 68 degrees 10 minutes West 32 feet; thence South 21 degrees 50 minutes West 120 feet to the beginning.

It being the same property conveyed by George R. Hughes, Trustee, to the said Mortgagors by deed dated June 22, 1951, and recorded among the Land Records of Allegany County, Maryland in Liber No. 234, folio 284.

SECOND: All that tract, piece or parcel of land situate on Martins Mountain, in Allegany County, Maryland, being part of a tract of land called "Simons' Farm" and described as follows:

BEGINNING for the same between two bounded Black Oaks, standing near the head of a hollow, it being the beginning of a tract of land called "Pleasant Prospect" and running thence North 39 degrees West 40 perches to a stake North 13 degrees East 36 perches to a bound Locust Tree, South 56 degrees East 120 perches to a bounded Pine tree, South

6½ degrees East 111 perches to a post and stone pile, North 95 degrees East 5 perches to a bounded Chestnut Oak tree, South 37½ degrees West 79 perches to a bounded Red Oak tree, North 50 degrees West 10 perches, North 43 degrees West 68 perches to a Locust stake, North 7 degrees East 90 perches to a locust stake, North 9 degrees West 31 perches to the place of beginning, containing 103-½ acres of land, more or less.

EXCEPTING, HOWEVER, all that part thereof which was conveyed by David E. Wilson and wife, to Joseph Blair Hardman and wife by deed dated July 15, 1943, and recorded in Liber No. 196, folio 573, one of the Land Records of Allegany County. The parcel conveyed herein embraces one-half acre, more or less.

It being the same property conveyed by David E. Wilson and wife, to the said Mortgagees, by deed dated the 22nd day of June, 1951, and recorded in Liber No. 235, folio 235, 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 Fifty-One Hundred (\$5100.00) - - 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

Fifty-One Hundred (\$5100.00) - - - - - 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:

Ralph Long (SEAL)
Ralph Long

Thomas L. Kirk

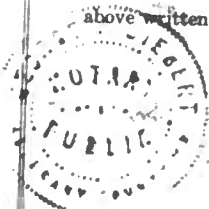
Anna Long (SEAL)
Anna Long

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 28th day of June 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

Ralph Long and Anna Long, 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.



Seaside
Notary Public

Compared and Matched *Reviewed*
To *Wright* *Frankburg* *the*
July 19 1954

FILED AND RECORDED JUNE 28th 1954 at 2:15 P.M.
PURCHASE MONEY

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

HAZEL M. WILSON, widow, EARL H. WILSON and JEAN TAYLOR WILSON, his wife, and
HARRY WILSON, JR., and JUANITA A. 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
SEVEN THOUSAND EIGHT HUNDRED AND NO/100 ----- Dollars
(\$7,800.00) 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

EIGHTY-ONE AND 00/100 ----- Dollars,
(\$ 81.00) commencing on the 25th day of JULY , 195 4
and on the 25th 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 25th day of JUNE, 1965 . 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 -----

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

FIRST PARCEL

All that lot, piece or parcel of land situate, lying and being in Allegany
County and State of Maryland and known as Lot Number Fifteen (15) of Block Number
Five (5) of Beall's First Addition to the Town of Frostburg, 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, Earl H.
Wilson and Harry Wilson, Jr., 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.

SECOND PARCEL

All that tract, piece or parcel of land, situate, lying and being in the Village
of Borden Mines, about one mile Northerly of the Town of Frostburg, in Allegany
County, Maryland, and particularly described in a deed to the said Hazel M. Wilson

from Borden Mining Company, dated February 27, 1954, and recorded in Liber No. 257, folio 9 among said Land Records of Allegany County, Maryland. Special reference is hereby made to said deed for a further and more particular description of said real estate and the reservations, restrictions and easements therein set forth.

THIRD PARCEL

All that lot, piece or parcel of ground, situate, lying and being on the Southeastern side of Bowery Street in the Town of Froatsburg, Allegany County, Maryland, and particularly described in a deed to Daniel L. Walker et ux, from John W. Kyle, widower, dated July 20, 1953 and recorded in Liber No. 251, folio 505 among said Land Records of Allegany County, Maryland.

BEING also the same property which was conveyed to the said Hazel M. Wilson by deed of even date herewith from the said Daniel L. Walker and Wilda K. Walker, his wife, 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 this parcel of land and is, in whole, a PURCHASE MONEY MORTGAGE AS TO THIS PARCEL.

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

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

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

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

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

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

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

SEVEN THOUSAND EIGHT HUNDRED AND NO/100 - - - - - (\$ 7,800.00) 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:

Rachel Knerien
RACHEL KNERIEN

Hazel M. Wilson (SEAL)
HAZEL M. WILSON

Rachel Knerien
RACHEL KNERIEN

Earl H. Wilson (SEAL)
EARL H. WILSON

Rachel Knerien
RACHEL KNERIEN

Jean Taylor Wilson (SEAL)
JEAN TAYLOR WILSON

Rachel Knerien
RACHEL KNERIEN

Harry Wilson, Jr. (SEAL)
HARRY WILSON, JR.

Rachel Knerien
RACHEL KNERIEN

Juanita A. Wilson (SEAL)
JUANITA A. WILSON

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 25th day of June 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, EARL H. WILSON and JEAN TAYLOR WILSON, his wife, and HARRY WILSON, Jr., and JUANITA A. WILSON, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared *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 *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 Bierlein
RACHEL BIERLEIN
Notary Public

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

This Mortgage, Made this 24th day of June
in the year Nineteen Hundred and Fifty Four, by and between

Charles E. Kesecker and Mattie P. Kesecker, his wife

of Mineral County, in the State of West Virginia
parties of the first part, and The Farmers and Merchants Bank of Keyser,
West Virginia, a corporation,



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

Whereas, the said Charles E. Kesecker and Mattie P. Kesecker, his wife, are indebted to the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, in the amount of Eight Thousand Dollars (\$8000.00), which indebtedness is evidenced by a negotiable promissory note bearing even date herewith in the amount of Eight Thousand Dollars (\$8000.00), with interest thereon at six per cent (6%) per annum, wherein the said Charles E. Kesecker and Mattie P. Kesecker, his wife, are the makers and the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, is the payee, payable on demand after date, and until demanded the interest thereon is payable in monthly installments.

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. Kesecker and Mattie P. Kesecker

do give, grant, bargain and sell, convey, release and confirm unto the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its heirs and assigns, the following property, to-wit:

All that certain parcel of land situate in Dixon's Addition to McCoolle, Allegany County, Maryland, BEGINNING at the corner of Centre and Davis Streets extended, then or with North side of Centre Street North $46\frac{1}{2}$ degrees West 26 rods, thence North 53 degrees East 32 rods to Ravenscroff's line, thence with Ravenscroff's line South $40\frac{1}{2}$ degrees East 25 rods to Powell and Connells line, thence with Powells and Connells line South 53 degrees West 32 rods to the place of BEGINNING, containing 5 acres.

And being the same parcel of land which was conveyed to the said Charles E. Kesecker and Mattie P. Kesecker from Marie Gank, widow, by Deed dated the 9th day of December, 1930, and recorded among the Land Records of Allegany County, Maryland in Liber 164, Folio 605.

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. Kesecker and Mattie P. Kesecker, their heirs, executors, administrators or assigns, do and shall pay to the said Farmers and Merchants Bank of Keyser, West Va., a corporation, its executor, administrator or assigns, the aforesaid sum of Eight Thousand Dollars (\$8000.00)

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.

The aforesaid indebtedness and note are also secured by a Deed of Trust on certain real estate situated in Mineral County, West Virginia, bearing even date herewith, and it is agreed that in the event of default in the terms of the aforesaid note, that either this Mortgage or the aforesaid Deed of Trust, or both may be enforced at the election of the said Farmers and Merchants Bank or other owner or holder in due course of said indebtedness and note.

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

Charles E. Kesecker and Mattie P. Kesecker

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. Kesecker and Mattie P. Kesecker

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

heirs, executors, administrators and assigns, or Joseph A. Blundon, ~~his executor, administrator or assigns~~ agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, 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. Kesecker
and Mattie P. Kesecker, 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, its ~~representatives, heirs or assigns.~~

And the said Charles E. Kesecker and Mattie P. Kesecker

_____ 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
Four Thousand Five Hundred (\$4500.00) 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 ~~heirs or assigns,~~ to the extent
of its ~~heirs or assigns~~ 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:

C. J. Madlock Charles E. Kesecker [SEAL]
Charles E. Kesecker
Mattie P. Kesecker [SEAL]
Mattie P. Kesecker

WEST VIRGINIA
State of ~~Maryland~~
MINERAL
Allegheny County, to-wit:

I hereby certify, That on this 24 day of June
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. Kesecker and Mattie P. Kesecker
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared Floyd C. Boor,
Cashier for the Farmers and Merchants 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.



Nancy Belle Kauschke
Notary Public.

To *Earl E. Manger Attorney*
July 19 1954

LIBER 305 PAGE 394

FILED AND RECORDED JUNE 26th 1954 at 9:05 A.M.

PURCHASE MONEY

This Mortgage, Made this 22nd day of JUNE

in the year Nineteen Hundred and Fifty-FOUR, by and between
Earl L. Warner

of Allegheny County, in the State of Maryland
party of the first part, and William Cameron

of Lucas County, in the State of Ohio
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 in the full and just sum of Five Thousand Four hundred (\$5,400.00) Dollars, and which said sum shall be due and payable three (3) years from the date hereof; and in the meantime, said principal sum or any balance thereof shall bear interest at the rate of 6% per annum, and which said interest shall be computed and paid each three months on said principal sum or any unpaid balance thereof, the first of which said payments shall be due three months from the date hereof; with the right reserved unto the Party of the First Part to prepay 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 Earl L. Warner

do hereby give, grant, bargain and sell, convey, release and confirm unto the said William Cameron, his

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

ALL that lot or parcel of ground situate in the City of Cumberland, Allegheny County, Maryland, known as Lot No. 14 in The Cumberland Improvement and Investment Company's Southern Addition to Cumberland, and described as follows, to-wit:

BEGINNING for the said parcel on the east side of Virginia Lane (now Virginia Avenue) at the end of the first line of Lot No. 13 of the said Addition; and running thence with said line (Virginia Avenue), South 18 degrees 34 minutes west 42.50 feet; thence parallel with Second Street, South 71 degrees 26 minutes East 116 and 5/12 feet to Flora Alley; thence with the west side of said Alley,

North 16 degrees 34 minutes East 42.50 feet to the end of the second line of said Lot No. 13; and reversing said second line, North 71 degrees 26 minutes West 116 5/12 feet to the beginning.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith, by and between William Cameron and Donald Thomas Cameron and Earl L. Warner, 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 Earl L. Warner, his

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

William Cameron, his

executors, administrators or assigns, the aforesaid sum of

Five Thousand Four hundred (\$5,400.00) 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 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

Earl L. Warner

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

Earl L. Warner

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

William Cameron, his

heirs, executors, administrators and assigns, or Earl L. Warner 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 ~~COREX~~ COREX ~~County,~~ 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

Earl L. Warner, 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 Earl L. Warner

further covenants to

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

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

Five Thousand Four hundred (\$5,400.00) - - - - - 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 mortgagee, his heirs or assigns, to the extent
of his ~~ZZZX ZXZXZXZX ZXZXZX~~ 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:

Earl E. Warner

Earl L. Warner

Earl L. Warner

[SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 22nd day of June

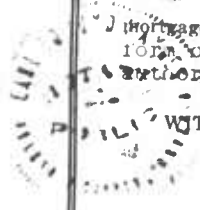
in the year nineteen Hundred and Fifty -four, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared
Earl L. Warner

and acknowledged the foregoing mortgage to be his

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

the within named 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 in due
form of law that he is the agent of the said mortgagee and duly
authorized to make this affidavit.



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

Earl E. Warner

Notary Public.

*Wm E
Wm E
Wm E*FILED AND RECORDED JUNE 26th 1954 at 11:20 A.M.
PURCHASE MONEY**This Mortgage**, Made this _____ day of Junein the year Nineteen Hundred and Fifty-four, by and between

RUSSELL W. BECKMAN and CAROL M. BECKMAN, HIS WIFE,

of Baltimore City ~~CITY~~ in the State of Maryland

parties of the first part, and

CARL D. ZILER and BERNICE O. ZILER, HIS WIFE,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

~~Whereas~~, the said Russell W. Beckman and Carol M. Beckman, his wife, stand indebted unto the said Carl D. Ziler and Bernice O. Ziler, his wife, in the just and full sum of Eighteen Hundred and Fifty Dollars (\$1850.00), payable one year after date with interest from date at the rate of four per cent (4%) per annum,

It is agreed by and between the parties hereto that the said parties of the first part shall make payments on said indebtedness in the amount of Twenty-Five Dollars (\$25.00) per month plus interest at the rate of four per cent (4%) per annum.

This mortgage is for the balance of the unpaid purchase price of the property hereinafter described, and is, therefore, a purchase money mortgage.

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

do give, grant, bargain and sell, convey, release and confirm unto the said CARL D. ZILER and BERNICE O. ZILER, his wife, their

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

All that tract of parcel of land lying and being in Election District No. 16, Allegany County, Maryland, which is more particularly described as follows, to wit:

BEGINNING for the same at an old red oak stump on the westerly bank of the public road (formerly the Cumberland-Oldtown road) and running then by the parcel of land conveyed to Marshall A. Shryock by deed of Lydia Twigg dated September 26, 1936, which is recorded in Liber 175, folio 705, one of the Land Records of Allegany County, Maryland, North 88½ degrees West 600 feet to a planted stone in the fence line thereof, then South 55 degrees West 261 feet to a stake in the center of a sugar stump, then South 63 degrees West 326.7 feet to a stake and stone, then South 42 degrees West 428 feet to a spring wagon axle planted in the ground, then South 26½ degrees West 195 feet to a hickory sapling on the westerly bank of a run with wire

fence attached thereto, then leaving the land of said Marshall Snyock and by boundary lines of the tract of which this is a part North 30 degrees West 465 feet to a yellow pine tree with nine notches, then North 18 degrees East 168 feet to a stake and stones on the westerly bank of a run, then North 63 3/4 degrees East 1015 feet to a stake on the westerly bank of the public road, then South 10 3/4 degrees East 187 feet to a stake in a field, then North 79 1/4 degrees East 105.6 feet to a stake on the westerly bank of the public road, then South 32 1/2 degrees East 239 feet to a stake on the westerly bank of said road, then South 27 1/4 degrees East 173 feet, and then South 24 3/4 degrees East 437 feet to the place of beginning, containing 30 acres, more or less.

IT BEING the same property which was conveyed unto the said Russell W. Beckman and Carol M. Beckman, his wife, by Carl D. Ziler and Bernice O. Ziler, his wife, by deed of even date herewith, and 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 Russell W. Beckman and Carol M. Beckman,
his wife, their _____ heirs, executors, administrators or assigns, do and shall pay to the said
Carl D. Ziler and Bernice O. Ziler, his wife, their heirs
executors, administrators or assigns, the aforesaid sum of Eighteen Hundred
and Fifty Dollars (\$1850.00)

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 _____
Russell W. Beckman and Carol M. Beckman, his wife,
_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Russell W. Beckman and Carol M.
Beckman, his wife,

hereby covenant to pay when legally demandable.

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

and these presents are hereby declared to be made in trust, and the said _____
Carl D. Ziler and Bernice O. Ziler, his wife, their

heirs, executors, administrators and assigns, or Clarence Shutter
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 Russell W. Beckman
and Carol M. Beckman, his wife, their _____ heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, _____ their _____ representatives, heirs or assigns.

And the said Russell W. Beckman and Carol M. Beckman, his wife,

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

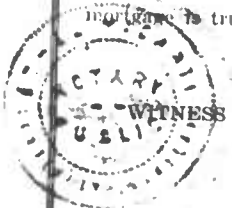
Witness, the hand and seal of said mortgagor s

Attest:

Russell W. Beckman [SEAL]
Carol M. Beckman [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 22nd day of June 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 W. Beckman and Carol M. Beckman, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Carl D. Ziler and Bernice C. Ziler, 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 M. Paster
Notary Public.

Compared and Mailed *clearly*
To *Wright Insuring Co.*
July 17 1954

LIBER 305 PAGE 400

FILED AND RECORDED JUNE 26th 1954 at 11:45 A.M.

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

--- WILLIAM J. QUINN and CLEO V. QUINN, his wife ---

of Allegany County County, in the State of Maryland
parties of the first part, and PROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States of
America, with its principal office in

~~xx~~ Prostburg, Allegany County, in the State of Maryland,



party of the second part, WITNESSETH:

Wherras, 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

EIGHT HUNDRED- - - - -00/100 DOLLARS (\$800.00)

payable one year after date of these presents, together with interest
thereon at the rate of six per centum (6%) per annum, payable quarter-
ly, 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 ~~hers~~ and assigns, the following property, to-wit:

ALL that lot, piece or parcel of land lying and being in Allegany
County, Maryland, in or near the Village of Allegany, and more par-
ticularly described as follows, to wit:

BEGINNING at a peg on the north side of the Cumberland and Pennsyl-
vania Railroad Y near the Village of Allegany, and running thence North
seventeen degrees twenty minutes East one hundred forty-three and five-
tenths feet to a peg on the south side of the County Road; thence with
said road, South sixty-one degrees thirty minutes West eighty-nine feet
to a peg; thence South fifty-nine degrees thirty minutes West eighty-
eight and five-tenths feet; thence South thirty-four degrees West
one hundred fourteen feet to a stone; thence South eighty degrees East
fourteen feet; thence North sixty-two degrees East twenty-three and
five-tenths feet; thence South sixty-four degrees thirty minutes East
ninety feet to the condemnation line of the Cumberland and Pennsylvania
Railroad; and with said line to the place of beginning.

IT being the same property which was conveyed by Frank J. Hager
and wife, and Henry M. Skidmore and wife, to the parties of the first
part herein by deed dated June 20, 1952 and recorded among the Land
Records of Allegany County, Maryland, in Liber No. 241, folio 569.

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, administra-
tors or assigns, do and shall pay to the said party of the second part, its successors

XXXXXXXXXXXXXXXXXXXX or assigns, the aforesaid sum of
EIGHT HUNDRED- - - - -00/100 DOLLARS (\$800.00)

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

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

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

COBEY, 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 personal 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 EIGHT HUNDRED- - - - -00/100 (\$800.00)- - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to insure to the benefit of the mortgagee, its successors heirs or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: (as to Beth)

Keith M. Todd

William J. Quinn [Seal]
WILLIAM J. QUINN

Cleo V. Quinn [Seal]
CLEO V. QUINN

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 25th day of June
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. QUINN and CLEO V. QUINN, 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.

F. Earl Kreitzburg
Notary Public

Computed and ~~revised~~ *revised*

To *Mtge City*

July 19-54

FILED AND RECORDED JUNE 25th 1954 at 2:20 P.M.

THIS MORTGAGE, Made this *25th* day of June, 1954, by and
between Thomas A. Perdew and Anne C. Perdew, 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, Substituted
Trustee for William P. Bradley Estate, of the second part, some-
times 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 Cumber-
land, 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 *30th* day of *September*, 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 Thomas A. Perdew and Anne C. Perdew, his wife, do hereby give, grant, bargain and sell, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Substituted Trustee for William P. Perdew's Estate, its successors or assigns, the following property, to-wit:

All that certain lot of land numbered 57, in Berlin's First Addition to the City of Cumberland, Allegany County, Maryland.

BEGINNING for the same at the point of intersection of the southerly side of Harrison Street (now known as Columbia Avenue) with the easterly side of Hickory Alley and running thence with the easterly side of Hickory Alley in a southerly direction 132 feet, and then with a line parallel with Jackson Street 100 feet to the easterly line of the whole lot or part of lot heretofore conveyed to Mary Shade by August Shade, and then with said line northerly 100 feet to a point on the southerly side of Harrison Street, (now known as Columbia Avenue), 100 feet from the beginning, and then with Harrison Street to the beginning.

TO-WIT: All that certain piece or parcel of ground, situate and lying in the City of Cumberland, Maryland, and beginning for the same at a stone planted on the South Side of North Harrison Street (now known as Columbia Avenue) and distant 43 feet measured along the said Street, in an Easterly direction from John W. Smith's house, and running thence, South 24 degrees and 29 minutes West 102 feet 10 inches to a stone planted in the line marking the rear of that part of the whole lot which was conveyed to Nathaniel Snowden by Catherine Dunham by deed dated July 19, in the year 1855, and recorded in Liber F. R. No. 12, folio 352, etc., one of the Land Records of said Allegany County, and running thence with this said rear line, North 62½ degrees West 11 feet to the third line of that part of the whole lot which was conveyed by DeWarren H. Reynolds and A. Hunter Boyd, Trustees, to Mary Shade by deed dated July 15th, in the year 1891, and recorded in Liber T. L. No. 72, folio 365, of said Land Records, and running thence with part of the said third line, North 25 degrees East 108 feet 10 inches to said North Harrison Street (now known as Columbia Avenue) and with said Street, South 68½ degrees East 10 feet to the planted stone, the place of beginning.

It being the same property which was conveyed by Frances Smith and John J. Smith, her husband to John M. Perdew by deed dated February 21, 1930, and recorded in Liber No. 162, folio 576 one of the Land Records of Allegany County. The said John M. Perdew thereafter departed this life, and by his Last Will and

Testament which was duly probated on December 9, 1953 and recorded in Will's Liber Y, page 175, in the Office of the Register of Wills for Allegany County, Maryland, he devised the above described property unto his son, Thomas A. Purdue, in fee simple.

TOGETHER with the lot, place and improvements thereon, and the ditches, wells, ways, waters, privileges and appurtenances thereto and belonging 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 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 herein on their part to be performed, then this Mortgage shall be void.

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

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

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagors shall have sixty days after the receipt of said notice, to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its suc-

heirs or assigns, or George W. 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 as much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns: with which sale shall be made in manner following: 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 read on the day of sale and 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 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 hands and seals of the said Mortgagors.

WITNESS:

George W. Hughes

Thomas K. Perdue (SEAL)
Thomas K. Perdue

Anne C. Perdue (SEAL)
Anne C. Perdue

STATE OF MARYLAND
 COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this ~~25th~~ day of June, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Thomas A. Pender and Anne C. Pender, 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 V. 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:



Geo. A. Siebert
 Notary Public

Compared and Mailed *correctly*
 to Mtg. 3508 Northampton St. N.W.
 Wash. D.C.
 July 19 - 57

FILED AND RECORDED JUNE 25th 1954 at 2:10 P.M.

This Mortgage, made this 21st day of June, in the year Nineteen Hundred and fifty-four, by and between

Virginia S. Grapes, unmarried,

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

Leah McElfish Wilder and James S. Wilder, her husband,

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, parties of the second part, witnesseth:

WHEREAS, The said Mortgagor is justly and bona fide indebted unto

the said Mortgagees in the full sum of Thirty-Seven Hundred (\$3700.00) Dollars, together with the interest thereon at the rate of Five per centum (5%) per annum. The said Mortgagors do hereby covenant and agree to make quarter-annual payments of not less than One Hundred (\$100.00) Dollars each on account of the principal indebtedness and interest as herein stated, the interest to be computed quarter-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 do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagees the following property, to-wit:

FIRST: All that lot or parcel of land situated, lying and being on the Westerly side of Pear Street, in the City of Cumberland, Allegany County, Maryland, and which is described as follows, to-wit:

BEGINNING for the same at a point on the Westerly side of Pear Street at its intersection with the center line of the Partition Wall between the double brick dwelling Number 204 and 206, Pear Street, said beginning point being also at the end of 17.3 feet on the first line of a deed from Jesse E. Utt, and wife, to C. Raymond Hinkle, dated October 13, 1919, and recorded in Liber No. 130, folio 343, one of the Land Records of Allegany County, and running thence with the Westerly side of said Pear Street and with the first line of said deed, North 28 degrees 13 minutes East 19.1 feet to the end of the said first line, and thence with the second and part of the third lines of said deed as corrected, North 61 degrees 47 minutes West 33 feet, South 30 degrees 25 minutes West, 19.3 feet to intersect the center line prolonged Westerly of the said Partition Wall between the double brick dwelling Numbers 200 and 202 Pear Street, and thence reversing said intersecting line, and through the center line of said Partition Wall, South 62 degrees 7 minutes East 33.75 feet to the place of beginning.

SECOND: All that lot or parcel of land situated in the City of Cumberland, Allegany County, Maryland, fronting on the North side of Madison Street (now Henderson Avenue), it being part of Lot No. 54 of

Beall's First Addition to Cumberland, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same on the North side of Madison Street (now Henderson Avenue) at the end of 36 feet from the intersection thereof with the West side of Pear Alley (now Pear Street), said point being at the end of the first line of Laura Thompson's part of said Lot No. 54, and running thence with said Street, North 63½ degrees West 31 feet, thence North 26 degrees East 118 feet 6 inches, thence South 60 degrees East 34 feet 6 inches, thence North 27½ degrees West 118 feet 6 inches to the place of beginning.

With the right in common to use the five-foot alleyway running from the rear of the lot hereby conveyed to Pear Alley (now Pear Street).

It being the same properties which were conveyed unto the said Mortgagor by James B. Wilder and wife, by deed dated the 27th day of June, 1954, and duly recorded prior hereto among 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 shall pay to the said Mortgagees the aforesaid

Thirty-Seven Hundred (\$3700.00) Dollars - - - - -
and in the meantime shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

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

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagees or George 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. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an 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 case of loss, to inure to the benefit of the Mortgagee to the extent of their 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 of said Mortgagor

Attest:

Robert W. Young

Virginia S. Grapes (SEAL)
Virginia S. Grapes (SEAL)
(SEAL)
(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 21st day of June, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Virginia S. Grapes, unmarried,

the within named Mortgagor, and acknowledged the foregoing mortgage to be her act and deed. And at the same time, before me, also personally appeared Leah McElfish Wilder and James S. Wilder, her husband,

the within named 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.



Robert W. Young
Notary Public

Completed by *Mary E. ...*
Walter Frostburg Rd
July 19 1954

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

THIS MORTGAGE Made this 24th day of June, 1954, by and between

James E. Minnick & Agnes P. Minnick, 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 Mortgagee are justly indebted unto the Mortgagee in the full and just sum of One Hundred and seventy-five - - - - - 80/00 \$175.80

which is to be repaid in twelve consecutive monthly installments of \$ 15.00 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 Mortgagee 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. 26 of Frostburg, Allegany County, Md., known as "Part of the Timberland Farm Tract", also the "Annie Minnick Farm"

and more fully described in a Deed from Annie Minnick, dated June 30, 1944 recorded among Land Records of Allegany County, Maryland, Liber 200, Page 642

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 Mortgagee 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 Mortgagee do 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 Mortgagee do hereby covenant to pay when legally demandable.

AND, the said Mortgagee do 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. 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 their heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagee their representatives, heirs or assigns.

WITNESS our hand and seal do

ATTEST:

Ralph M. Race
Ralph M. Race

James E. Minnick (SEAL)
James E. Minnick
Agnes P. Minnick (SEAL)
Agnes P. Minnick

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 24th day of June, 1954, before me,

the subscriber, a Notary Public of the State and County aforesaid, personally appeared

James E. Minnick and Agnes P. Minnick, his wife,

the Mortgagee, named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act. At the time then appeared G. Alvin Breiling, 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 correct.



Ralph M. Race
Ralph M. Race, Notary Public

Compared with Mailed Receipt
To Walter Westernport Md
July 19 1954

FILED AND RECORDED JUNE 25 1954 at 10:35 A.M.

This Mortgage, Made this Twenty-third day of June-----
in the year Nineteen Hundred and Fifty four -----, by and between

Walter Ellis Burke and Anna Alice Burke, husband and wife-----

of Westernport, Allegany----- County, in the State of Maryland-----

part ies of the first part, and The Citizens National Bank of Westernport,

Maryland, a corporation, organized under the national banking laws of

The United States of America-----

of Westernport, Allegany----- County, in the State of Maryland-----

part y ----- of the second part, WITNESSETH:



Whereas, The said parties of the first part are indebted unto the party of the second part in the full and just sum of fifteen hundred dollars (\$ 1500.00) for money lent, which loan is evidenced by the promissory note of the said parties of the first part, payable on demand with interest to the party of the second part at The Citizens National Bank of Westernport, Maryland. And whereas, it was agreed between the parties hereto prior to the lending of said money and the giving of said note that this mortgage should be executed.

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

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

and assigns, the following property, to-wit:

All that part of lot No. 37 on the plat of Oak View Addition to Westernport, in Allegany County, State of Maryland, described as that lot of ground which was conveyed unto the parties of the first part herein by deed from Samuel P. Dignan et ux, dated May 9, 1945 and recorded in Liber No. 203 Folio of the land records of Allegany County, Maryland, Excepting Therefrom that portion of said lot No. 37 which was conveyed by Walter Ellie Burke et ux to Richard Hoover by deed dated December 17, 1951 and recorded in Liber No. 237 Folio 24 of the land records of said Allegany County, Maryland. For a more particular and definite description of the said land hereby mortgage a reference is hereby made to said deeds so recorded.

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

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

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

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

hereby covenant to pay when legally demandable.

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

and these presents are hereby declared to be made in trust, and the said Party of the ~~#####~~ Second Part, ~~###~~ its successors or 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 Fifteen hundred ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors, ~~###~~ or assigns, to the extent of its or ----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest:
Charles X. Lugglin

x Walter Ellis Burke [SEAL]
Walter Ellis Burke

x Anna Alice Burke [SEAL]
Anna Alice Burke

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this Twenty third day of June, 1954
before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Walter Ellis Burke and Anna Alice Burke, 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 the said bank duly authorized to make this affidavit.

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

Richard H. Whitworth


Compared and correct
To *Morgan Westernport Md*
July 19 54

FILED AND RECORDED JUNE 25th 1954 at 10:35 A.M.

This Mortgage, Made this twenty-third day of June-----
in the year Nineteen Hundred and Fifty four-----, by and between
Hugh Morgan and Ida Ellen Morgan, 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 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 said parties of the first part are indebted unto



the party of the second part in the full and just sum of six hundred and fifty dollars (\$ 650.00) for money lent, which loan is evidenced by the promissory note of the parties of the first part herein, executed jointly with Lee W. Morgan and Helen L. Morgan, of even date herewith, payable on demand with interest to the order of the party of the second part at The Citizens National Bank of Westernport, Maryland. And Whereas, it was agreed between the parties hereto prior to the giving of said note and the lending of said money that this mortgage should be given.

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:

All those two certain lots of ground in the town of Westernport, Allegany County, Maryland, known and numbered on the plat of Hammond's Addition to Westernport as lots numbers four hundred and eighteen and four hundred and nineteen, each fronting 50 feet on Lynn street in said town and extending back the same width throughout a distance of 156 feet o Chestnut Street. Being the same property which was conveyed unto the parties of the first part herein by deed from Catherine Morgan and Patrick F. Morgan dated July 11, 1921 and of record among the land records of Allegany County, Maryland in Liber No.137 Folio 286 etc,

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 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, herein, 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

FILED AND RECORDED JUNE 25th 1954 at 2:55 P.M.

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

James H. Phillips and Alice L. Phillips, 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 \$9900.00 with interest at the rate of 4 1/2 per cent per annum computed monthly on unpaid balances, said indebtedness to be amortized over a 20 year period by the payment of at least \$62.64 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 \$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

James H. Phillips and Alice L. Phillips, his wife,

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

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

All those lots, pieces or parcels of ground lying and being on the Easterly side of McMullen Highway known and designated as Lots Nos. 141 and 142 in Bowling Green First Addition about 3 miles Westerly of Cumberland, Allegheny County, Maryland, a plot of which said addition is recorded in Liber No. 1, folio 2, one of the Plat Records of Allegheny 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 McMullen Highway at the division line between Lots Nos. 140 and 141 in said addition, and running then with said side of said Highway South 20 degrees 39 minutes East 80 feet ^{then} North 69 degrees 21 minutes East 120 feet to an alley, then with said alley North 20 degrees 39 minutes West 80 feet to the end of the second line of said Lot No. 140 and with said second line reversed South 69 degrees 21 minutes West 120 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Thomas Johnson and Beatrice C. Johnson, 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 James H. Phillips and Alice L. Phillips, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Second National Bank of Cumberland, its successors ~~or assigns~~ or assigns, the aforesaid sum of

Ninety-nine Hundred & 00/100 - - - - - (\$9900.00) 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

James H. Phillips and Alice L. Phillips, his wife,

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

L. Phillips, 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

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

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

And the said James H. Phillips and Alice L. Phillips, 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 Ninety-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 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 A. McClure
Angela A. McClure

James H. Phillips [SEAL]
Alice L. Phillips [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 25 day of June 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 H. Phillips and Alice L. Phillips, 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. Neughton, 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.

Notary Public



Compared and ~~recd~~ delivered

To *Geo. H. Long, Atty. Gen.*

LIBER 305 PAGE 418

FILED AND RECORDED JUNE 25th 1954 at 12:10 P.M.

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

Ervin W. Mason and Evelyn M. Mason, his wife,

of Allegany County, in the State of Maryland, part 1080 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 (\$2000.00) Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty (\$30.00) Dollars
on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All that lot or parcel of ground situated on the easterly side of Dorn Avenue in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 28 on the plat of the Johnson Realty Corporation's Reservoir Addition to Cumberland, which said lot is more particularly described as follows, to wit:

Beginning for the same on the easterly side of Dorn Avenue at the end of the first line of Lot No. 27 in said addition, said point of beginning being also distant North 23 degrees East 80 feet from the intersection of the northerly side of Nash Street with the easterly side of Dorn Avenue, and running then with said side of Dorn Avenue North 23 degrees East 40 feet to the southerly side of a 15 ft. alley, then with said side of said alley South 67 degrees East 71 feet to the westerly line of Lot No. 25 in said addition, then with part of said westerly line and parallel with Dorn Avenue South 23 degrees West 40 feet to the end of the second line of said Lot No. 27, and then with said second line reversed North 67 degrees West 71 feet to the place of beginning.

Being the same property conveyed by Annie L. Hiatt to the parties of the first part by deed dated August 8, 1946, which is recorded in Liber 210, Folio 480, 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 925 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional 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 s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lerge, 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 (\$2000.00) 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 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]
 ERVIN W. MASON
 [SEAL]
 EVELYN M. MASON

State of Maryland,
Allegany County, to-wit:

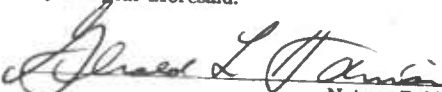
I hereby certify, That on this 24th day of June,
in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Ervin W. Mason and Evelyn M. Mason, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



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


Notary Public.

Compared and ~~seen~~ Delivered &
to Mtgee City
July 11 1954

FILED AND RECORDED JUNE 24th 1954 at 3:20 P.M.

This Mortgage, Made this 23rd day of
June in the year nineteen hundred and fifty-four, by and between

Orble B. Boughton and Christine Boughton, 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,
Witness:



Whereas, the said

Orble E. Boughton and Christine Boughton, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twelve Hundred (\$1200.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 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

Orble E. Boughton and Christine Boughton, 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 along the Northerly side of the National Turnpike, about two and one-fourth miles Westwardly of the City of Cumberland, Allegany County, State of Maryland, known and designated as part of Lot No. 14, on the Plat of the Sub-Division of Selas's Grove, and described as follows, to-wit:

BEGINNING at a peg on the North side of the National Pike at the end of 516.3 feet along the North side of said Pike from its intersection with a 16-foot alley, it being at the end of 10.3 feet on the first line of Lot No. 14 of Selas's Grove, and running thence with said National Pike, South 56 degrees 16 minutes West 1.2 feet, South 52 degrees 8 minutes West 28.8 feet, thence North 36 1/2 degrees West 123 feet to an alley, and with said alley, North 47 degrees 3 minutes East 41 feet, thence South 31 degrees 30 minutes East 128 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by John A. Anderson and wife, by deed dated October 28, 1919, and recorded in Liber No. 130, folio 241, of the Land Records of Allegany County, and by a Confirmatory Deed from Elizabeth R. Buchanan, widow, and others to the said Mortgagors dated February 15, 1938, and recorded in Liber No. 180, folio 438, 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 any wise appertaining.

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

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twelve Hundred (\$1200.00) - - - - 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

Twelve Hundred (\$1200.00) - - - - - 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:

Orble B. Boughton (SEAL)
Orble B. Boughton

Thomas L. Keech

Christine Boughton (SEAL)
Christine Boughton

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 23rd day of June 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

Orble B. Boughton and Christine Boughton, 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 mortgagee 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



Geo. A. Siebers
Notary Public

FILED AND RECORDED JUNE 25th 1954 at 1:30 P.M.

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

-----CATHERINE H. PRINEGAR, Widow-----

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

Whereas, the said party of the first part is justly indebted unto
the said party of the second part, its successors and assigns, in the
full sum of

FIFTEEN HUNDRED-----00/100 (\$1,500.00) DOLLARS

payable one year after date of these presents, together with interest
thereon at the rate of six per centum (6%) per annum, payable quarter-
ly, as evidenced by the joint and several promissory note of the
party 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 party 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:



Wm. J. ...

Witness, the hand and seal of said mortgagor.

Witness:

David P. Willetts
DAVID P. WILLETTS

Catherine H. Brinegar [Seal]
CATHERINE H. BRINEGAR

State of Maryland,
Allegany County, to-wit:

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

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

H.
CATHERINE BRINEGAR, Widow

and she acknowledged the foregoing mortgage to be her

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.

Fred W. Boettner
FRED W. BOETTNER
Notary Public



FILED AND RECORDED JUN 24th 1954 at 3:20 P.M.

This Mortgage, Made this 23rd day of

June in the year nineteen hundred and fifty-four, by and between

Thomas H. Smith and Florence E. Smith, 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

Thomas H. Smith and Florence E. Smith, his wife,



*see
Liberty Tr Co Mtge Co
July 17 54*

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 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

Thomas H. Smith and Florence H. Smith, 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:

A certain parcel of land situate and being in Election District No. 1, Allegany County, Maryland, known and designated as Lot F, the whole North of North Branch Village and being a part of what was known as the old Hitchcock Farm, and more particularly described as follows:

BEGINNING for the same on the West side of Oldtown Road distant 100.4 feet measured in a Southerly direction along the West side of Oldtown Road, from a large Hickory tree standing at the beginning of said parcel of land described in a deed from Albert Charles to Robert Golden, et al, dated August 14, 1919, and recorded in Liber No. 157, folio 574, and running thence along and with the West side of said Oldtown Road, South 8 degrees 15 minutes East 120 feet, thence North 71 degrees 15 minutes West 401 feet to a point on the twenty-third line of the above mentioned deed from Albert Charles to the said Golden, et al, thence with the twenty-third line, North 41 degrees 45 minutes East 42 feet to intersect a line drawn North 55 degrees 15 minutes West from the place of beginning, thence reversing said intersecting line, South 35 degrees 15 minutes East 401 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagee by Lewis M. Wilson, Trustee, by deed dated March 4, 1928, and recorded in Liber 157, folio 679, of the Land Records of Allegany County, Maryland.

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

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

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty-Five 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:

Thomas H. Smith (SEAL)
Thomas H. Smith

Thomas L. Keech

Florence E. Smith (SEAL)
Florence E. Smith

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 23rd day of June 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

Thomas H. Smith and Florence E. Smith, 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



Charles A. Piper
Notary Public

Compared and ~~recess~~ Delivered &

T. Mtge. City
June 24 1954

FILED AND RECORDED JUNE 24th 1954 at 3:20 P.M.

This Mortgage, Made this 24th day of

June in the year nineteen hundred and fifty-four, by and between

George W. Brown and Helen S. Brown, 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. Brown and Helen S. Brown, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twelve Thousand Eight Hundred (\$12,800.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of 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 July 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. Brown and Helen S. Brown, 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 Westerly side of North Centre Street, in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

BEGINNING for the same on the Westerly side of North Centre Street at the Northwest corner of the two-story brick building occupied formerly by the Standard Ice Cream Company and later occupied by George D. Kennedy, and running thence with the Westerly side of North Centre Street, North 39 1/2 degrees West 24 1/2 feet, thence South 51 1/2 degrees West 90 feet to the Mill Race, and with said Mill Race, South

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

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

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

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

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said **The Liberty Trust Company**, its successors and assigns, or **George R. Hughes**, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the

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purchase or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in
public auction 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
paid on the mortgage, and a commission of eight per cent. to the party selling or
conveying said property as advertised, under the power herein contained, and
secondly, to the payment of all moneys owing under this mortg-
gage, whether the same shall have been matured or not, and as to the balance, to pay it over to the
owner or owners, heirs 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 mort-
gagee, to wit: to insure the improvements on the hereby mortgaged land, to the amount
of \$10,000.

And the said mortgagor does further covenant to cause the policy or
policies issued herefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of
the mortgagee, his successors, or assigns, to the extent of its or their lien or claim hereunder, and
to cause such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect
and maintain and collect the premiums thereon with interest as part of the mortgage debt.

And it is further provided 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 W. Brown (SEAL)
Edwin L. Brown (SEAL)

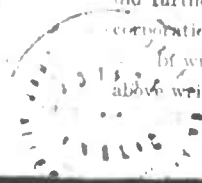
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this _____ day of _____ in the year nineteen
hundred and _____ before me, the subscriber, a Notary Public of the
State of Maryland in and for the county aforesaid, personally appeared

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

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. ...
Notary Public

Records of Allegany County, Maryland, in Deed Liber No. 178, folio 17, and running with part of the said sixth line North 49 degrees 33 minutes East 221.0 feet to an iron stake, said stake stands North 33 degrees and 35 minutes West 98 feet from the east corner of Lot No. 33 of Potomac Park Addition to Cumberland, Maryland, and continuing thence leaving said Cresap Road North 33 degrees and 35 minutes West 187.1 feet until it intersects one of the lines of The Calanese Corporation of America, it being also the third line of the aforementioned tract of land conveyed from The Cumberland Industrial Corporation to Wesley A. Molraw and wife, and running thence with said line South 26 degrees 28 minutes West 221.0 feet to an iron stake, it being the end of the third line of Molraw land, thence with the fourth and fifth lines of Molraw Land North 87 degrees 5 minutes East 11.8 feet to an iron stake, North 61 degrees 35 minutes East 11.8 feet to the beginning.

It being the same property conveyed by Henry J. Street et al et al to the parties of the first part by deed dated the 23rd day of June, 1924, and to be recorded as to the Land Records of Allegany County, Maryland, at the same time as the recording of these presents: said deed, though dated as aforesaid, 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 the buildings and improvements thereon, and the rights, roads, ways, and appurtenances thereto belonging or in anywise appertaining.

Provided, that the parties of the first part, their heirs, assigns and assigns, do hereby covenant, warrant and agree to the said parties of the second part, its successors and assigns,

the sum of FOUR THOUSAND DOLLARS
(34,000.00)

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

1882 305 23.433

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 Four Thousand Dollars (\$4,000.00) and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, to come to the benefit of the mortgagee, its successors and assigns, to the extent of its hereinafter provided, and to cause such policy or policies to be so framed or endorsed, and to cause such policy or policies to be so framed or endorsed, with interest as part of the mortgage debt.

Witness, my hand and seal, and mortgagors

A. G. Gaudin
A. G. Gaudin

LeFrance Redmond Whissen [SEAL]
LeFrance Redmond Whissen

Thelma Frances Whissen [SEAL]
Thelma Frances Whissen

State of Maryland,
Allegany County, to-wit:

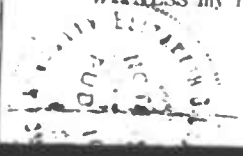
I hereby certify, that on the 23rd day of June,

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

LeFRANCE REDMOND WHISSEN and THELMA FRANCES WHISSEN, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared A. W. TINDAL, PRESIDENT of The First National Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and he further made oath in due form of law that he is the President of said bank and is duly authorized to make this affidavit.

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



Elizabeth D. Bradford
Notary Public.
My Commission expires May 2, 1905

T. Mtge City

July 19 1954

LIBER 305 PAGE 434

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

This Mortgage. Made this 23RD day of June in the year
Nineteen Hundred and Fifty-four by and between

WILLIAM McGREGOR and NAOMI D. McGREGOR, his wife,

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

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of SEVEN THOUSAND AND 00/100 ----- Dollars (\$7,000.00) 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

SEVENTY-SEVEN AND 72/100 ----- Dollars, (\$77.72) commencing on the 23RD day of JULY, 1954 and on the 23RD 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 23RD day of JUNE, 1964, 195. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

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

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

William McGregor and Naomi D. McGregor, 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 piece or parcel of land situate, lying and being in the Town of Frostburg, Allegany County, Maryland, and known as a part of Lot Number Twenty-seven (27) in Eckhart Flat Addition No. 2 in Frostburg, Maryland; a plat of which Addition is recorded in Liber No. 103, folio 501 among the Land Records of Allegany County, Maryland. Said parcel of land being more particularly described as follows, to-wit:

BEGINNING at a peg on the North side of Washington Street at the end of the first line of Lot No. 26, and running thence with Washington Street, South 57 degrees



45 minutes East 35 feet; thence North 31 degrees 45 minutes East 160 feet to an alley, and with said alley, North 57 degrees 45 minutes West 35 feet to the end of the second line of Lot No. 26 and with said line reversed, South 31 degrees 45 minutes West 160 feet to the beginning.

BEING a part of the same property which was conveyed to the said William McGregor and Naomi D. McGregor, his wife, by deed from Rebecca Eiael, widow, dated May 25, 1948 and recorded in Liber No. 241, folio 648 among said Land Records of Allegany County, Maryland.

THE above described property consists of Lot No. 27 in Eckhart Flat Addition No. 2, saving and excepting therefrom a five-foot strip on the Eastern side thereof which was conveyed to Charlotte Doris Duncan et al, by deed from the said William McGregor et ux, dated March 6, 1950 and recorded in Liber No. 229, folio 646 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

SEVEN THOUSAND AND NO/100 - - - - - (\$7,000.00) 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 proper 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.

WITNESSES:

Rachel Krierien
 RACHEL KRIERIEN
Rachel Krierien
 RACHEL KRIERIEN

William Mc Gregor (SEAL)
 WILLIAM Mc GREGOR
N. Naomi D. McGregor (SEAL)
 NAOMI D. Mc GREGOR

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 23rd day of June 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 Mc GREGOR and NAOMI D. Mc GREGOR, 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 B. Yates~~, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

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



Rachel Krierien
 Notary Public
 RACHEL KRIERIEN

LIBER 305 PAGE 437

Com: ...
Wtgee Frostburg Md
June 19 1954

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

THIS MORTGAGE, Made this 22nd. day of June, 1954, by and between
Charles F. KERR and Martha C. KERR, 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 **are** justly indebted unto the Mortgagee in the full and just sum of
Six Hundred and twelve - - - - - 00/100 **\$ 612.00**

which is to be repaid in **twenty** consecutive monthly installments of **\$ 30.60** 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. 32 of Frostburg, Allegany County, Md.,** known as
36 1/2 Mt. Pleasant St., (also) Lot #7 1/2 of G.W. McCulloh's Addition to the Town of Frostburg
and more fully described in a Deed from **Eliza Ellen & Daniel J. FLYNN** dated **Sept. 21, 1926**
recorded among Land Records of **Allegany County, Maryland** Liber **153** Folio **701**

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**

Charles F. Kerr (SEAL)
Charles F. Kerr

ATTEST:
Ralph M. Race
Ralph M. Race

Martha C. Kerr (SEAL)
Martha C. Kerr

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:
I HEREBY CERTIFY, That on this 22nd. day of June, 1954, before me,

the subscriber, a Notary Public of the State and County aforesaid, personally appeared
Charles F. Kerr and Martha C. Kerr, 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 ~~XXXXXXXXXXXX~~ 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 correct as therein set forth. /G. Alvin Kreiling/
my hand and Notarial Seal.



Ralph M. Race
Ralph M. Race
Notary Public

FILED AND RECORDED JUNE 24" 1954 at 9:00 A.M.

THIS DEED OF PARTIAL RELEASE, Made this 2nd day of June, 1954, by and between The Cumberland Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the first part, and Charles C. Sullivan and June V. Sullivan, his wife, of Allegany County and State of Maryland, parties of the second part, witnesses:

WIT for and in consideration of One Dollar and other good and valuable considerations, The Cumberland Savings Bank of Cumberland, Maryland, hereby releases from the mortgage given by Charles C. Sullivan and June V. Sullivan, his wife, to Cumberland Savings Bank of Cumberland, Maryland, dated July 30th, 1952, and recorded in Liber 270, folio 292, one of the Mortgage Records of Allegany County, Maryland, the SECOND and THIRD PARCELS of ground described in the aforesaid mortgage as follows:

SECOND: All those lots or parcels of land lying and being in the City of Cumberland, Allegany County, Maryland, and known as Lots Nos. 107, 108, 109, 110 and 111 on the east side of Ford Avenue in Cumberland Park Addition as shown on a plat of said Addition recorded in Plat Case Box No. 94 among the Land Records of Allegany County, Maryland, and which said lots are described in one parcel as follows:

BEGINNING for the same at the intersection of the Southerly side of John Street with the Easterly side of Ford Avenue, and running thence with the Easterly side of said Ford Avenue South 19 degrees 43 minutes West 155 feet to the end of the first line of Lot No. 111 in said Addition, said point being also at the right-of-way of the Chesapeake and Ohio Canal property, thence along said right-of-way South 62 degrees East 70 feet to the end of the third line of Lot No. 106 in said Addition and with said third line reversed North 38 degrees East 140 feet to the Southerly side of John Street, and with said side of John Street North 52 degrees West 120 feet to the place of beginning.

It being the same property which was conveyed to Charles C. Sullivan and June V. Sullivan, his wife, by the County Commissioners of Allegany County, Maryland, by deed dated the 3rd day of November, 1950, and recorded in Liber 231, folio 562, one of the Land Records of Allegany County, Maryland.

THIRD: All those lots in Cumberland Park Addition to the City of Cumberland, Maryland, and known and designated as

Lots Nos. 101, 102, 103, 104, 105 and 106, situated on John Street, being some of the lots and parcels of land which were conveyed to the said John R. Treiber, and Sarah R. Treiber, his wife, et al, by The Second National Bank of Cumberland, Maryland, by deed dated December 17, 1945, and recorded in Liber 206, folio 495, one of the Land Records of Allegany County, Maryland.

It being the same property which was conveyed to Charles C. Sullivan and June V. Sullivan, his wife, by John R. Treiber and Sarah R. Treiber, his wife, and Jennie R. Lazarus and Tobias Lazarus, her husband, by deed dated the 2nd day of May, 1952, and recorded in Liber 241, folio 133, one of the Land Records of Allegany County, Maryland.

TO HAVE AND TO HOLD the same unto the said Charles C. Sullivan and June V. Sullivan, his wife, their heirs and assigns, in the same manner as if the aforesaid mortgage had never been executed.

The said Cumberland Savings Bank of Cumberland, Maryland, nevertheless, retaining fully and completely the mortgage upon the other property described and conveyed in the aforesaid mortgage.

IN WITNESS WHEREOF Cumberland Savings Bank has caused its name to be hereunto signed by its President, and its corporate seal hereto affixed attested by the signature of its Cashier the day and year first above written.



CUMBERLAND SAVINGS BANK OF
CUMBERLAND, MARYLAND.

BY F. Brooke Whiting
F. BROOKE WHITING, President

ATTEST:

John L. Conway
John L. Conway, Cashier

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 2nd day of June 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared F. Brooke Whiting, President of Cumberland Savings Bank of Cumberland, Maryland, and acknowledged the within and foregoing Deed of Partial Release to be the act and deed of said corporation; and the said F. Brooke Whiting further made oath in due form of law

that he is the President of Cumberland Savings Bank of Cumberland, Maryland, and is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.



Ethel McDarty
NOTARY PUBLIC.

Compared and Noted *Feb 20 1954*

Wright City
July 19 54

FILED AND RECORDED JUNE 23rd 1954 at 10:20 A.M.

THIS MORTGAGE, made this 22nd day of June, 1954, by and between HARRY A. NORTHGRAFT and HELEN M. NORTHGRAFT, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST CUMBERLAND 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 Nine Hundred (\$6,900.00) 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 Eight Dollars and Twenty Four Cents (\$58.24) beginning on the 22nd day of July, 1954, and a like and equal sum of not less than Fifty Eight Dollars and Twenty Four Cents (\$58.24) on the said 22nd day of each and every month thereafter. Said monthly payments to be applied first to interest and the balance to unpaid principal debt, the entire unpaid principal, together with interest due thereon, to become due and payable ten years from date of this 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, it 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 exceeded in the aggregate amount 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 improvement 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, piece, or parcel of land situate, lying and being in Election District No. 21 of Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING at a stake at the head of a drain on the lower edge of the Baltimore Pike and which said beginning point is the beginning point of the first line and the ending point of the last line of that certain deed dated the 1st day of April, 1946, from Harry O'Neal et ux to Harry A. Northcraft et ux, and recorded in Liber No. 158, folio 629, one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a full and particular description of the said point of beginning; and running thence with the last line reversed of the aforesaid deed and with the drainage of the stream, North 19 degrees West 16 feet to the center of another small drain; and thence North 58.5 degrees East 56 feet to the junction of another drain and with it, South 19 degrees East 150 feet to the South bank of the aforesaid Baltimore Pike; and thence South 75 degrees West 68 feet to the place of beginning.

It being the same property conveyed to Harry A. Northcraft by Carl R. Griffith and Lillian V. Griffith, his wife, by deed dated the 23rd day of April, 1953, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 249, 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 Six Thousand Nine Hundred (\$6,900.00) 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 WELLED, that until default is 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

and recorded among the Land Records of Allegany County, Maryland, in Liber No. 158, folio 515, and running then, reversing, said part of the said first line (magnetic bearing as of June 12, 1948, and with horizontal measurements) South 87 degrees and 31 minutes East 300 feet to an iron stake, then parallel to the second line of the aforementioned Marshall Lewis tract, South 5 degrees and 40 minutes East 198 feet to an iron stake standing in the line of an old fence and at the point of intersection of the third line of the aforementioned Marshall Lewis tract of record, then reversing said third line and with an old fence line, North 82 degrees and 31 minutes East 300 feet to an iron stake at the end of the second line of the said Lewis parcel of ground, and then reversing said second line, North 5 degrees and 40 minutes West 198 feet to the beginning, containing 1.38 of an acre, more or less.

Being the same property which was conveyed unto the parties of the first part by deed of John W. Neal et al dated June 26, 1953 which is recorded among the Land Records of Allegany County, Maryland in Liber No. 251, folio 377.

"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 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 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:

James R. Lancaster (SEAL)
James R. Lancaster
Bernadine R. Lancaster (SEAL)
Bernadine R. Lancaster

State of Maryland,

Allegany County, to-wit:

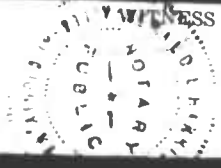
I hereby certify, That on this 22nd day of JUNE

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. Lancaster and Bernadine R. Lancaster,, 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.

LIBER 305 PAGE 447



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

Gerald L. Harris
Notary Public.

Compared and ~~Sealed~~ Delivered
to Geo. H. Legge Atty City
June 14 1954

FILED AND RECORDED JUNE 23 1954 at 2:10 P.M.

This Mortgage, Made this 22nd day of JUNE in the

year Nineteen Hundred and ~~forty~~ Fifty-Four by and between
D. Clifford Woodfellow and Mary E. Woodfellow, his wife,

of Allegany County, in the State of Maryland

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

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Ten Thousand & 00/100 ----- (\$10000.00) ----- 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 Seventy-six & 50/100 --- (\$76.50) --- Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All that lot, piece or parcel of ground lying and being on the easterly side of Valley View Drive known and designated as Lot No. 12 in Valley View Addition to LaVale, Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same on the easterly side of Valley View Drive at



The east side of the first line of Lot No. 11 in said addition and running then with
 said line to the north side of the same 30 minutes East 100 feet, then South 51
 minutes East 137 feet to the westerly side of Orchard Road, then with
 Orchard Road South 28 degrees 12 minutes East 49.3 feet South 30 degrees 20
 minutes East 11.5 feet to the end of the second line of said Lot No. 11 and then
 to said second line reversed North 51 degrees 30 minutes East 142 feet to the
 west side of said line.

Being the same property which was conveyed unto the parties of the first
 mortgage of E. Nelson & wife, now, widow, of even date, which is intended to be
 recorded with the said records of all-tany County, Maryland, simultaneously with
 the recording of these presents.

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

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

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

The said mortgagor hereby warrants generally to, and covenants with, the said mort-
 gagee that the above described property is improved as herein stated and that a perfect fee simple
 title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do
 covenants that they will execute such further assurances as may be requisite.

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

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

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

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

And the said mortgagors, further covenants to insure forthwith, and pending the exist-
 ence 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 - - - - - (\$10000.00) - - - - - 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

Compared and ~~sent~~ Delivered
To *Geo. H. Lippert, City*
July 19 1954

LIBER 305 PAGE 450

FILED AND RECORDED JUNE 23rd 1954 at 2:10 P.M.

Purchase Money
This Mortgage, Made this 22nd day of JUNE in the
year Nineteen Hundred and fifty -four- by and between
Edward F. Ditch

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
Four Thousand & 00/100 - - (\$4,000.00) - - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5¹ per cent. per annum, in the manner following:


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

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

All the following real estate situated and lying in or
near the City of Cumberland, Allegany County, Maryland, the same
being Lots Nos. 59 and 60 of Bennockburn Addition to Cumberland
and more particularly described as follows, to-wit:

Beginning at a point on the Northerly side of Michigan
Avenue at the end of the first line of Lot No. 58 in said addition, and
then with said Avenue South 47 degrees 30 minutes East 80 feet, then
leaving said Avenue North 42 degrees 30 minutes, East 100 feet to
Porter Alley, then with said Alley North 47 degrees 30 minutes, West
80 feet to the end of the second line of said Lot No. 58, and then
with said second line reversed South 42 degrees 30 minutes, West 100
feet to the beginning.

Being the same property which was conveyed unto the party
of the first part by deed of George E. Sommerkamp and Olive E. Sommer-
kamp, 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 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 mortgagee 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 any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the 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. Haman _____ *Mauda F. Busch* [SEAL]
Mauda F. Busch

State of Maryland,
Allegany County, to-wit:

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

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

Mauda F. Busch, 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.



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

George L. Haman
Notary Public.

FILED AND RECORDED JUNE 23rd 1954 at 2:35 P.M.**This Mortgage,** Made this 23rd day of June,

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

Harold W. Stallings and Dessie Mae Stallings, his wife,

of AlleganyCounty, in the State of Maryland

parties of the first part, hereinafter called mortgagor **s**, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors **s**, the sum of

SIX HUNDRED (\$600.00) Dollars,

which said sum the mortgagor **s** agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of TEN (\$10) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All of that certain tract or parcel of land situate, lying, and being in Election District No. 16, in Allegany County, Maryland, and which said parcel of land is more particularly described by courses and distances, metes and bounds, as follows:

BEGINNING for said parcel of land at a steel stake standing on the westerly margin of the Irons Mt. Road (Nicholes), end said stake standing south 40.5 degrees west 72 feet from the southwesterly corner of the Elmer Sheets parcel of land; and running thence (1) north 84 degrees west 244 feet to a stake; thence (2) north 10.5 degrees east 394 feet to a post of wire fence; thence (3) south 51.5 degrees east 291 feet to a stake on westerly side of Irons Mt. Road; thence (4) south 20 degrees west 120 feet to a stake on westerly side of Irons Mt. Road; and thence (5) south 7.5 degrees west 120 feet to the place of BEGINNING; said parcel of land containing 1.785 acres.

Also conveyed herewith is the right for necessary water for domestic purposes from a spring situated on adjacent land now owned by Herman Rice and Anna M. Rice, his wife, with the right to lay a water line from said spring to the above described property and to maintain the same and with the right of ingress, egress and regress upon the said adjacent property for the said purposes.

The above described property with the said water right was conveyed by Herman Rice and Anna M. Rice, his wife, unto the said Harold W. Stallings and Dessie Mae Stallings, his wife, by deed dated April 8, 1954, and recorded among the Land Records of Allegany County, Maryland, in Liber 258, folio 492.

The above described property will be improved by a three room concrete block dwelling house 36' by 20' in dimensions with concrete sub-flooring and wood floor with water and the usual utilities, and the money secured by this mortgage will be used for this purpose, and in that sense this is a purchase money mortgage.

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.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

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

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

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

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

shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, their heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

of SIX 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 s to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

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

Attest:

Thomas Lohr Richards

Harold W. Stallings (SEAL)
Harold W. Stallings

Dessie Mae Stallings (SEAL)
Dessie Mae Stallings

(SEAL)

State of Maryland,
Allegany County, to-wit:

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

Harold W. Stallings and Dessie Mae Stallings, his wife,

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

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

Carl F. Adams

Notary Public.



Compared and Mailed *Keenan*
to *Mtge Pa. Box 32 City*
July 17 19 54

LIBER 305 PAGE 456

FILED AND RECORDED JUNE 23rd 1954 at 3:20 P.M.

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

----- Walter R. Harden and Catherine M. Harden, his wife, -----

of Allegany County, in the State of Maryland,
parties of the first part, and Charles W. Yorgan and Grace S. Yorgan,
his wife, -----



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

Whereas, the said parties of the first part stand indebted unto the said parties of the second part in the full and just sum of Five Thousand Dollars (\$5,000.00) as evidenced by their joint and several promissory note of even date herewith for said sum of money, payable to the order of the said parties of the second part one year after date with interest from date at the rate of 6% per annum to be computed on semi-annual balances; and during the continuance of this indebtedness the said parties of the first part are to pay not less than Sixty-five Dollars (\$65.00) per month, the first of said payments to be made one month after date, and thereafter each and every month on the same date until said principal and interest 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 those lots or parcels of ground located in "Homewood Addition" to the City of Cumberland, in Allegany County, Maryland, and known as Lots Nos. 45, 46 and 47 in Block No. 8 on the Amended Plat of said Addition which is filed among the Land Records of Allegany County in Plat Book No. 1, pages 132 and 133, fronting 90 feet on Main Avenue and running back by an even width to a 12 foot alley.

BEING the same property conveyed unto the said parties of

the first part hereto by Harry Footer, et al., by a deed dated June 7, 1945, and recorded among the Land Records of Allegany County Maryland, in Liber No. 204, folio 236.

Also lots Nos. 39, 40, 42 and 43 in Block No. 8 of said Addition which were conveyed to the said parties of the first part by various deeds dated June 10, 1953, May 23, 1951, January 11, 1940, and recorded among the 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.

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 Five Thousand Dollars
(\$5,000.00), - - - - -

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

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

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

hereby covenant to pay when legally demandable.

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

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

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

and Matter *Allegany*
Mtzer City
July 19 1954

FILED AND RECORDED JUNE 23rd 1954 at 3:40 P.M.

OF REAL AND PERSONAL PROPERTY
This Mortgage, Made this 29th day of June

in the year Nineteen Hundred and FiftyFour, by and between

Chester A. Ranker and Emma Irene Ranker, his wife,

of Allegany County, in the State of Maryland
 part 1st 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 Chester A. Ranker and Emma Irene Ranker,
 his wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just
 and full sum of Twenty-Six Hundred and Fifty and no/100-----
 Dollars (\$ 2650.00), 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
fifty-----Dollars (\$ 50.00) 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 there-
 after 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 there-
 of, together with the interest thereon, the said Chester A. Ranker and Emma Irene
 Ranker, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-
 LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following prop-
 erty, to-wit:

FIRST: All those lots or parcels of ground situated near the
 Valley Road about one mile Northeasterly of the City of Cumberland,
 Allegany County, Maryland, being part of Lot No. 471 and all of Lot
 No. 472 Section "A" as shown on Amended Plat No. 2 of Bowman's
 Cumberland Valley Addition to Cumberland, and described as follows,
 to wit:

Beginning for the same at a point in said Addition at the
 intersection of the Southerly side of Lexington Street and the West-
 erly side of Lake Avenue, and running thence with the Southerly side
 of Lexington Street, North 67 degrees 50 minutes West 150 feet to the
 Easterly side of an alley, thence with the Easterly side of said
 alley, South 22 degrees 10 minutes West 65 feet, then across said
 Lot No. 471, South 67 degrees 50 minutes East 150 feet to the
 Westerly side of Lake Avenue; thence with said Westerly side of Lake

Avenue, North 22 degrees 10 minutes East 65 feet to the place of beginning.

It being the same property which was conveyed to Chester Allen Ranker and Emma Irene Ranker, his wife, by Maclonia Perrin and Melissa Perrin, his wife, and Wilbur L. Perrin, by deed dated the 11th day of July, 1942, and recorded in Liber 194, folio 42, one of the Land records of Allegany County, Maryland.

SECOND: 1954 Ford 4 Door Sedan, Engine and Serial No. A-4UG141601

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 Chester A. Ranker and Emma Irene Ranker, 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 Twenty-Six Hundred and Fifty-----Dollars (\$ 2500.00) 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

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

Witness, the hand and seal of said mortgagor s
 Attest:

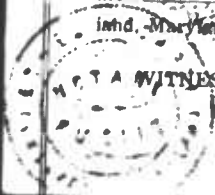
Ethel McCarty
 Ethel McCarty

Chester A. Ranker [SEAL]
 Chester A. Ranker

Emma Irene Ranker [SEAL]
 Emma Irene Ranker

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 22nd day of June
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
Chester A. Ranker and Emma Irene Ranker, 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. Laughton 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. Laughton further made oath in due form of law that he is
the Vice-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.

Ethel McCarty
Ethel McCarty --- Notary Public.

FILED AND RECORDED JUNE 23rd 1954 at 3:00 P.M.

This Mortgage, Made this 22nd day of
June in the year nineteen hundred and fifty-four, by and between

William T. Howser and Bessie E. Howser, 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 T. Howser and Bessie E. Howser, 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

Handwritten notes:
Ethel McCarty
June 19 54

date at the rate of 11x (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 3/31.

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

Wm. T. Huxton and Beulah E. Huxton, 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:

A certain lot or parcel of ground situated on the East side of Virginia Avenue in the City of Cumberland, Allegany County, Maryland, being part of Lots Nos. 473, 475, 477 and 479 in the Humboldt's Addition to Cumberland, and particularly described as follows:

BEGINNING for the same on the East side of Virginia Avenue at a point distant 100 feet from the intersection of said Avenue with the North side of Potomac Street, and running thence with said Avenue, North 53 degrees East 17 feet to a point where a line drawn perpendicular to said Avenue will pass through the partition wall of the double frame house on this and adjoining lots, then by a line drawn South 53 degrees East 110 feet to the West side of a 10-foot alley, then with said side of said alley, South 36 1/2 degrees West 17 feet, then parallel with Potomac Street, North 53 1/2 degrees West 110 feet to the beginning.

It being part of the property conveyed by Alma E. Zembower, widow, to Donald D. Utt and his wife, by deed dated July 5, 1949, and recorded in Liber No. 225, folio 433, one of the Land Records of Allegany County, State of Maryland, said property was subsequently conveyed by the said Donald D. Utt and wife to the said Mortgagors by deed dated the 22 day of June, 1954, and to be filed for record 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 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 E. 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:

William T. Howser (SEAL)
William T. Howser

Bessie E. Howser (SEAL)
Bessie E. Howser

STATE OF MARYLAND, ALLEGANY COUNTY, 10-1111:

I hereby Certify, that on this 22nd day of June 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 T. Howser and Bessie E. Howser, 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. Ashey
Notary Public

Compared and ~~Made~~ Delivered &

To *Mtger City*

July 17 1954

LIBER 305 PAGE 464

FILED AND RECORDED JUNE 23rd 1954 at 3:00 P.M.

This Mortgage, Made this *22nd* day of *June* in the year nineteen hundred and fifty-four, by and between

Chancy R. Teets and Georgia E. Teets, 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

Chancy R. Teets and Georgia E. Teets, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Fifteen Hundred (\$1500.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of 6 1/2 (6 1/2) 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 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

Chancy R. Teets and Georgia E. Teets, 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 on the East side of Virginia Avenue in the City of Cumberland, Allegany County, Maryland, being parts of Lots Nos. 475, 476, 477 and 478 in the Humbird's Addition to Cumberland, and particularly described as follows:

BEGINNING for the same on the East side of Virginia Avenue at a point distant 93 1/2 feet from the intersection of said Avenue with the North side of Potomac Street, said point being where a line drawn perpendicular to said Avenue will pass through the partition wall of the double frame house on this and the adjoining lot and running thence with said Avenue, North 36 1/2 degrees East 19-3/4 feet to the beginning of a deed from the parties of the first part to Ezra C. Nines and Ella Nines, his wife, dated March 30th, 1949, and recorded in Liber No. 224, folio 635, one of the Land Records of Allegany County, Maryland, then at right angles to said Avenue, South 53 1/2 degrees East 110 feet to the West side of a private Alley 10 feet wide, then with said side of said Alley, South 36 1/2 degrees West 19-3/4 feet, then parallel with Potomac Street, North 53 1/2 degrees West 110 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Donald D. Utt and wife, by deed dated *22nd* day of June, 1954, and to be duly filed for record among the Land Records of Allegany County.

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

TO HAVE AND TO HOLD the 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 (\$1500.00) - - - 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 (\$1500.00) - - - - - 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:

Harry H. Teets (SEAL)
Harry H. Teets

James M. [Signature]

Georgia E. Teets (SEAL)
Georgia E. Teets

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 17th day of June in the year nineteen hundred and 1954 before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Harry H. Teets and Georgia E. Teets, his wife,

and James M. [Signature] acknowledged, the foregoing mortgage to be his 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. [Signature]
Notary Public

Compared and Mailec. Satisfactorily

To Mtge [Signature]
July 17 1954

FILED AND RECORDED JUN 22 1954 at 10:50 A.M.

This Mortgage, Made this Seventeenth day of June

in the year Nineteen Hundred and Fifty four by and between

Paul Johnson and Phyllis L. Johnson, 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

of Barton, Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Ulbercas,

The said parties of the first part are indebted unto



the party of the second part in the full and just sum of one thousand dollars (\$ 1000.00) 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 in the sum of one thousand dollars 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 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:

All that certain lot or parcel of ground now located in the town of Barton, Allegany County, Maryland, described as follows: Beginning at a peg on the East side of North Eutaw Street at the end of the first line of lot No. 1 and running with Eutaw Street North 46 degrees 35 minutes East 110 feet; thence South 44 degrees 32 minutes East 125 feet; thence South 45 degrees 50 minutes East 110 feet; thence North 44 degrees 22 minutes West 128 feet to the place of beginning. Being the same property which was conveyed unto the parties of the first part herein by deed from Leslie S. Smith and Bertha M. Smith, husband and wife, dated November 28, 1947 and of record among the land records of Allegany County, Maryland in Liber No. 218 Folio 296.

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-----

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

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

Witness, the hand and seal of said mortgagors

Attest:
J. Joseph Howell
J. Joseph Howell

x *Paul Johnson* [SEAL]
Paul Johnson

x *Phyllis L. Johnson* [SEAL]
Phyllis L. Johnson

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this seventeenth day of June _____ 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 Johnson and Phyllis L. 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 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.

J. Joseph Howell
Notary Public



LIBR 3035 (2014)

Compare and Make Abstract
To Mtge Frostburg Md
July 17 54

Filed and Recorded JUNE 22 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 21st. day of June, 1954, by and between

Alexander CONRAD and Iola Morgan CONRAD, his wife,

at Frostburg, Allegany County

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

WHEREAS, the said Mortgagee are justly indebted unto the Mortgagee in the full and just sum of Four Hundred and ninety-six - - - - - 20/00 \$ 496.20

which is to be repaid in eighteen consecutive monthly installments of \$28.00 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 at the sum of One Dollar, the said Mortgagee 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. 26 of Frostburg, Allegany County, Maryland, known as

108 Orman St., Frostburg, Md. /&/ Lot #11 of Block # 3, Frost's Heirs Addition

and more fully described in a Deed from Anna M. Neal and others, dated July 30, 1945

recorded among Land Records of Allegany County, Maryland, Liber 204, Folio 610

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 Mortgagee 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 Mortgagee 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 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 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 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

Alexander Conrad (SEAL)
Alexander Conrad

ATTEST:

Ralph M. Race
Ralph M. Race

Iola Morgan Conrad (SEAL)
Iola Morgan Conrad

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 21st. day of June, 1954, before me,

the subscriber, a Notary Public of the State and County aforesaid, personally appeared Alexander Conrad and Iola Morgan Conrad, his wife,

the Mortgagee named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act. At the same time also appeared ~~XXXXXXXXXXXX~~ 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 that the same is the true and correct copy thereof.

In witness whereof, I have hereunto set forth my hand and Notarial Seal, /G. Alvin Kreiling/



Ralph M. Race
Ralph M. Race
Notary Public

Compared and Mailed *10/22/54*
To *Mt. Pleasant Md.*
July 17 54

LIBER 305 PAGE 470

FILED AND RECORDED JUNE 22nd 1954 at 2:10 P.M.

This Mortgage, Made this 21st day of June in the year
Nineteen Hundred and Fifty-four by and between

ALBERT W. DOUB, JR., and FANNABELLE O. DOUB, 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 AND NO/100 ----- Dollars (\$ 8,000.00) 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

SIXTY-FIVE AND NO/100 ----- Dollars, (\$ 65.00) commencing on the 21st day of July , 1954 and on the 21st 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 21st day of July , 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

Albert W. Doub, Jr. and Fannabelle O. Doub, 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 on the Southeasterly side of Washington Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. Seventeen (17) in Tusculum Addition, and particularly described as follows, to-wit:

BEGINNING for the same on the Southeasterly side of Washington Street at the end of the first line of Lot No. 16 in said Addition, end running thence with the Southeasterly side of said street, South 46 degrees 30 minutes West 50 feet; thence



South 43 degrees 30 minutes East 140 feet to South Terrace; thence with said Terrace, North 46 degrees 30 minutes East 50 feet; thence North 43 degrees 30 minutes West 140 feet to the place of beginning.

BEING the same property which was conveyed to the said Albert A. Doub, Jr., and Fannabelle C. Doub, his wife, by deed from Elizabeth Lee Hodges, Trustee, and others, dated September 16, 1944 and recorded in Liber No. 301, folio 383 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.

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 AND 00/100 ----- (\$ 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 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 Knerien
RACHEL KNERIEN
Rachel Knerien
RACHEL KNERIEN

Albert A. Doub, Jr. (SEAL)
ALBERT A. DOUB, JR.
Fannabelle O. Doub (SEAL)
FANNABELLE O. DOUB

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 21st day of June 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 A. DOUB, JR., and FANNABELLE O. DOUB, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared ~~Walter C. Douc~~ ^{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 ~~Walter C. Douc~~ ^{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 Knerien
RACHEL KNERIEN
Notary Public

FILED AND RECORDED JULY 1 1954 at 3:15 P.M.

This Mortgage, Made this 30th day of June,

in the year Nineteen Hundred and four, by and between

Ernest T. Lawrence and Mary F. Lawrence, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and James H. Lease and Elizabeth R. Lease, his wife,

of Allegany County, in the State of Maryland,

parties of the second part, WITNESSETH:

Whereas, the said mortgagees have this day loaned to the said mortgagors, the sum of ELEVEN HUNDRED AND NINE DOLLARS AND FIFTY-NINE CENTS (\$1109.59), 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 THIRTEEN (\$13.00) 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 payments may be applied by the mortgagees in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Ernest T. Lawrence and Mary F. Lawrence, his wife,

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

James H. Lease and Elizabeth R. Lease, his wife, their heirs and assigns, the following property, to-wit:

All of that tract or parcel of land situated on the Southeasterly side of the McMullen Highway about one-half mile in a Northeasterly direction from Danville in Allegany County, State of Maryland, which is a parcel of land on the Southwesterly corner of Military Lot No. 3487 on the Southeasterly side of the McMullen Highway adjacent to and on the Northeasterly side of the Crossland property and more particularly described as follows, to-wit:

BEGINNING at a stake standing at the Southwesterly corner of Military Lot No. 3487 on the easterly side of the McMullen Highway in the right-of-way limits thereof where the Crossland line intersects said right-of-way limits upon said Highway, and running thence South 44 degrees 33 minutes East a distance of 180 feet, thence in a Northerly direction upon a line parallel with the right-of-way limits of said McMullen Highway 90 feet; thence in a Westerly direction 180 feet more or less to a point in the right-of-way limits of the said Highway and which is 114 feet in a Northerly direction from the beginning corner thereof, thence with the right-of-way limits of said Highway to the point of Beginning, it being the purpose and intention hereof to convey unto the said parties of the second part a parcel of land fronting 114 feet upon the easterly side of McMullen Highway and 180 feet in depth with the width of the easterly back line thereof of 90 feet.

This being the same property which was conveyed by James H. Lease and Elizabeth R. Lease, his wife, unto the said Ernest T. Lawrence and Mary F. Lawrence, his wife, by deed of even date and recorded among the Land records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein, this being a purchase money mortgage.

The above described property is improved by a concrete block dwelling house, trimmed in brick, consisting of two stories with seven rooms and bath and full basement with hot-air furnace heat and all modern improvements.

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 Ernest T. Lawrence and Mary F. Lawrence, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said James H. Lease and Elizabeth R. Lease, his wife, their executors, administrator or assigns, the aforesaid sum of ELEVEN HUNDRED NINE DOLLARS AND FIFTY-NINE 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 Ernest T. Lawrence and Mary F. Lawrence, 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 Ernest T. Lawrence and Mary F. Lawrence, 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

James H. Lease and Elizabeth R. Lease, 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 Ernest T. Lawrence and Mary F. Lawrence, 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 Ernest T. Lawrence and Mary F. Lawrence, 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

ELEVEN HUNDRED NINE DOLLARS & FIFTY-NINE CENTS and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagees their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgage 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,

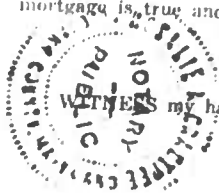
Attest:

Rosalie A. Crabtree

Ernest T. Lawrence [SEAL]
Mary F. Lawrence [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 30th day of June, in the year Nineteen Hundred and four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Ernest T. Lawrence and Mary F. Lawrence, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared James H. Lease and Elizabeth R. Lease, 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.



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

Rosalie A. Crabtree
Notary Public

Mtyle City

July 17 19 *54*

FILED AND RECORDED JULY 1st 1954 at 2:30 P.M.

THIS MORTGAGE, Made this *30th* day of *June*, 1954, by and between The Allegany Cooperative Labor Temple Association, Inc., a cooperative association duly incorporated under the Laws of the State of Maryland, of the first part, sometimes hereinafter called the Mortgagor, and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Trustee for Mrs. Gladys E. Stallings under Trust Agreement dated July 17, 1953, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagor stands indebted unto the Mortgagee in the full and just sum of Seventeen Thousand Five Hundred (\$17,500.00) Dollars, as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Five per centum (5%) per annum, said interest being payable in quarterly installments as it accrues at the Office of The Liberty Trust Company in Cumberland, Maryland on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest on said note to be payable on the 30th day of September, 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 The Allegany Cooperative Labor Temple Association, Inc., does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee for Mrs. Gladys E. Stallings under Trust Agreement dated July 17, 1953, its successors or assigns, the following property, to-wit:

All that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situate in the City of Cumberland, on the West side of South Liberty Street and more particularly described as follows:

BEGINNING for the same at the Southeast corner of a brick building standing on the first parcel of the adjoining property which was conveyed to Gurley's, Inc. by George E. Kelso and wife by deed dated April 27, 1951, and recorded in Liber No. 233, folio 546 of the Land Records of Allegany County, Maryland, said point of beginning being also the beginning of the aforesaid first parcel in the Gurley deed and running thence reversing part of the last line of the said first parcel, South 72 degrees 28 minutes West 127.45 feet to a chiseled "X" in the center line of Stephens Alley, said line running parallel with and .2 of a foot North of the plane of the building on the property herein described, thence with the center line of Stephens Alley, South 19 degrees 57 minutes East 33.05 feet to an iron stake standing at the end of the second line of that lot or parcel of ground which was conveyed to John C. Wolford and wife by G. W. Shaffer and wife, by deed dated June 1, 1917, and recorded in

Liber No. 122, folio 228 of the said Land Records of Allegany County, thence reversing part of the said second line of the Shaffer deed, North 72 degrees 28 minutes East 5.1 feet to an iron stake standing at the end of the third line of the first parcel mentioned and described in the deed to John C. Wolford and wife from Clarence Shutter, Trustee, dated September 3, 1948, and recorded in Liber No. 222, folio 189, among the aforesaid Land Records of Allegany County, thence with the third line and part of the second line of the aforesaid last mentioned first parcel reversed, South 19 degrees 10 minutes East 31 feet to an iron stake, thence North 72 degrees 28 minutes East 39.05 feet to a chiseled "V" on the top of the brick wall, thence leaving the aforesaid second line and running parallel with and 1.5 feet from the face of the building on the property herein conveyed, North 17 degrees 25 minutes West 22.25 feet to a chiseled "X" in the concrete paving, North 29 degrees 14 minutes East 3.3 feet to a chiseled "X" in said paving, thence North 67 degrees 48 minutes East 16.8 feet to a chiseled mark on the edge of the concrete step, thence North 17 degrees 36 minutes West 1.53 feet to a chiseled "X" on the top of the brick wall, thence North 72 degrees 24 minutes East 39.55 feet to a chiseled "X" on the sidewalk along the West side of South Liberty Street aforesaid, the last named line clearing the eaves of the roof of the dwelling now located on that part of the original tract not hereby conveyed, said chiseled "X" standing on the first line of the first parcel in the Shutter deed, thence reversing the said first line of said first parcel and the first line of the second parcel, both parcels mentioned in the Shutter deed aforesaid, North 13 degrees 31 minutes West 36.65 feet to the place of beginning.

As will more particularly appear by reference to the plat prepared by Ralph E. Wilson, Civil Engineer, which is attached to deed conveying property to said Mortgagor.

It being the same property which was conveyed unto the said Mortgagor by Nettie Wolford, widow, by deed dated the _____ day of _____, 1954, and to be 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 Mortgagor, its successors or assigns do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Seventeen Thousand Five Hundred (\$17,500.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Mortgage

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

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

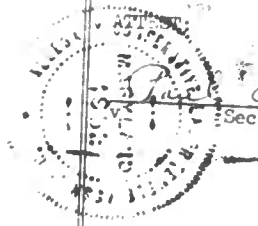
But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the mortgagor shall have sixty days after the receipt of said notice, to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its 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 and assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first; To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this Mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagor, its successor or assigns.

AND the said Mortgagor does further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in some insurance company or companies acceptable to the Mortgagee, its successors or assigns,

the improvements on the hereby mortgaged land to the amount of at least Seven-
teen Thousand Five Hundred (\$17,500.00) 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, succes-
sors or assigns of the respective parties hereto.

WITNESS the signature of _____, President
of The Allegany Cooperative Labor Temple Association, Inc. and the corporate
seal all duly attested to by its Secretary the day and year above written.



E. Cotton
Secretary

THE ALLEGANY COOPERATIVE LABOR TEMPLE
ASSOCIATION, INC.

by Charles E. Bramble
President

STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 40th day of June, 1954, before
me, the subscriber, a Notary Public of the State of Maryland, in and for the
County of Allegany, personally appeared Charles E. Bramble,
President of The Allegany Cooperative Labor Temple Association, Inc., and he
acknowledged the aforegoing Mortgage to be the act and deed of said corporation,
and at the same time, before me, also personally appeared Charles A. Piper,
President of The Liberty Trust Company, and John J. Robinson, Trust Officer of
The Liberty Trust Company, Trustee, the within named Mortgagee, and made oath
in due form of law, that the consideration in said Mortgage is true and bona
fide as therein set forth; and the said Charles A. Piper, did further, in like
manner, make oath that he is the President of said corporation and duly author-
ized 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 M. Namer
Notary Public



Comp. *Wills* *Wills* *Wills*
See the Legal Acty Acty
July 17 1954

LIBER 305 PAGE 480

FILED AND RECORDED JULY 17 1954 at 12:30 P.M.

PURCHASE MONEY
This Mortgage, Made this 30TH day of JUNE in the
year Nineteen Hundred and fifty-~~four~~ by and between
William J. Katsala and Mary Jane Katsala, his wife,

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

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seven Thousand Five Hundred Fifty & 00/100 - - (\$7550.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Forty-seven & 79/100 - - - (\$47.79) 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 south side of unnamed street, 10 feet in width, crossing the John N. Poorbaugh Farm, in the town of Corrigansville, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a stake standing on the south side of an unnamed 10 foot street, said stake also stands South 85 degrees and 30 minutes West, 50 feet from the end of the second line of that parcel of ground conveyed by John N. Poorbaugh et ux to Orlando E. Harcell et ux by deed dated the 8th day of December, 1949, and recorded in Liber No. 227, folio 290, one of the Land Records of Allegany County, and running then with the said south side of the street (Magnetic Bearings as of 1946 and with Horizontal Measurements) South 85 degrees and 30 minutes West, 50 feet to a stake, then leaving the said street at a right angle, South 4 degrees and 30 minutes East, 125 feet to a stake, then parallel with the said street, North 85 degrees and 30 minutes East, 50 feet to a stake, then North 4 degrees and 30 minutes West, 125 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Jonn N. Poorbaugh and Florence M.

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

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

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

In consideration of the premises the mortgagors, for themselves and their heirs, and persons

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 assessed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all bills 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 payment 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 hereon 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 substance of any claim, to the debt to the appointment of a receiver to collect the rents and profits of said property, and amount therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the written consent of the mortgagee, or should the same be acquired by the mortgagor, their heirs, assigns and representatives and assigns, without the mortgagee's written consent, then the whole of the principal and interest hereon shall immediately become due and owing as herein provided; (5) that the whole of the herein 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

Phillip J. Natale [SEAL]
Phillip J. Natale

Mary Jane Natale [SEAL]
Mary Jane Natale

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 30TH day of JUNE

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

Phillip J. Natale and Mary Jane Natale, 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.

Sherron C. Lindsey
110 N. Wash. St. Frostburg Md.
July 19 1954

FILED AND RECORDED JULY 1st 1954 at 11:30 A.M.

This Mortgage. Made this _____ day of _____
in the year Nineteen Hundred and Fifty-Four _____, by and between

Leroy L. Allen and Daisy Allen, his wife,

of Allegany County, in the State of Maryland
part 1st of the first part, and Sarah A. Brewer



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

Whereas, the said parties of the first part stand indebted unto the said party of the second part in the full and just sum of Five Thousand Dollars (\$5,000.00), payable one year after date, with interest from date at the rate of six per centum (6%) per annum, payable quarterly.

It is expressly understood and agreed that the parties of the first part shall have the full right and privilege of reducing the principal sum hereby secured by payments on principal at any interest paying date, and also shall have the right to fully repay said mortgage at any such interest paying date.

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 LEROY L. ALLEN and DAISY ALLEN, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Sarah A. Brewer, her

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

All those two (2) lots or parcels of ground lying and being in the Village of Oldtown, Allegany County, Maryland, and known as Lots Nos. 2 and 3 on the County Road running thru the Village of Oldtown, and more particularly described as follows:

BEGINNING at the end of the first line of Lot No. 1 conveyed to Lee Haines by William B. Phillips and Elizabeth A. Phillips, his wife, and John C. Roland and Melissa G. Roland, his wife, by deed dated August 21, 1909, and recorded among the Land Records of Allegany County in Liber No. 105, folio 310, and running thence with said County Road South 80 degrees East 100 feet, thence South 11 1/6 degrees West 100 feet to a 15 foot alley, then with the said alley North 80 degrees West 100 feet to the end of the second line of said Lot No. 1, and with said second line reversed North 11 1/6 degrees East 100 feet to the beginning.

IT BEING the same property which was conveyed unto the said LeRoy L. Allen and Daisy Allen, his wife, by Carrie A. Shannoltz deed dated April 21, 1944, and recorded in Liber 199, folio 500, 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 LeRoy L. Allen and Daisy Allen, his wife,
their heirs, executors, administrators or assigns, do and shall pay to the said
Sarah A. Brewer, her
 executors, administrators or assigns, the aforesaid sum of Five 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
LeRoy L. Allen and Daisy Allen, 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 LeRoy L. Allen and Daisy Allen,
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
Sarah A. Brewer

heirs, executors, administrators and assigns, or James S. 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 LeRoy L. Allen and Daisy Allen, his wife, their
Daisy Allen, 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 LeRoy L. Allen and Daisy Allen, 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----- Dollars,
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire,

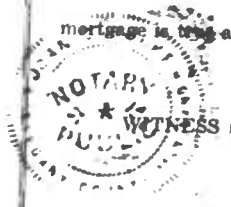
to inure to the benefit of the mortgagee, or their heirs or assigns, to the extent of their or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part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

Witness, the hands and seals of said mortgagors

Attest
James S. Geary
James S. Geary
Leroy L. Allen [Seal]
Daisy Allen [Seal]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 21st day of June 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 Leroy L. Allen and Daisy Allen, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Thurman C. Lindsey agent for Sarah A. Brewer the within named 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.

Joan L. Surka
Notary Public

Mtge 155 Fredrick City
July 19 1954

FILED AND RECORDED JUNE 25th 1954 at 10:00 A.M.

This Mortgage, made this 24th day of June, 1954, in the

year Nineteen Hundred and Fifty-four, by and between

George R. Hughes and Miss Irene Lehman, 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, parties of the first part and

William M. Fitzmaurice and Miss M. Fitzmaurice, 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, parties of the second part, witnesseth:

WHEREAS, the said Mortgagor, lawfully and bona fide indebted unto the said Mortgagee in the sum of Three Thousand (\$3,000.00) Dollars, with interest thereon at the rate of six per centum per annum, the said Mortgagors do hereby covenant and agree to make payments of not less than Fifty (\$50.00) Dollars each month on account of 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, to be applied 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:

That certain parcel of ground situated along the Northernly side of the County Road leading Northernly from the Winchester Road, in the Village of Chesapeake, in Allegany County, Maryland, known as Lot No. 3, of the sub-division laid out by John W. Cecil out of the portion allotted him by the other heirs of William Cecil out of the County of Allegany, and particularly described as follows,

BEGINNING for the same at a stake standing at the North side of said County of Allegany at a stake standing distant South 66-3/4 degrees West 22 1/2 feet from the beginning of said whole Lot No. 3, in the County of Allegany, to the southwest corner of the lot conveyed by John W. Cecil and wife to Oscar H. Cecil and wife by deed dated December 1, 1929, and recorded in Liber No. 160, folio 21 of the Land Records of Allegany County; and running thence with said side of said road, South 66-3/4 degrees West 50 feet to the beginning of the lot conveyed by John W. Cecil and wife to George G. Cecil and wife by deed dated June 29, 1929, and recorded in Liber No. 161, folio 71, of said Land Records; then with the line of said George G. Cecil lot, North 83 1/4 degrees West 150 feet to a stake, then North 66-3/4 degrees East 50 feet to the end of a line of said Oscar H. Cecil; then with said lot, South 23-3/4 degrees East 150 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by The Second National Bank of Cumberland, Maryland, a corporation, by deed dated the 21st day of October, 1941, and recorded in Liber No. 191, folio 603, 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 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 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, their duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland - - - - -

if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

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

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee the improvements on the hereby mortgaged land to an amount of at least Twenty Thousand (\$20,000.00) 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 Twenty Thousand (\$20,000.00) 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 of said Mortgagor

Attest

George R. Hughes

Lloyd Allen Lehman (SEAL)
Lloyd Allen Lehman (SEAL)

Alice Irene Lehman (SEAL)
Alice Irene Lehman (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 24th day of June, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland,

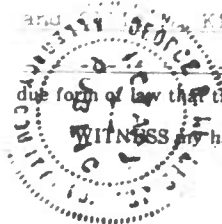
in and for said County, personally appeared, Lloyd Allen Lehman and Alice Irene Lehman, his wife,

the within named Mortgagor, 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 Kitzmiller, 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 last above written.



George R. Hughes Jr.
Notary Public

Compared and Mailed *Delcor*
To *Mtge 505 Columbia City*
July 19 1954

LIBER 305 PAGE 488

FILED AND RECORDED JULY 1st 1954 at 9:10 A.M.

This Mortgage, Made this 26th day of June
in the year Nineteen Hundred and fifty-four, by and between

GARLAND PAXTON and JEANNETTE PAXTON, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and

GUY J. FRANTZ

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 Eleven Thousand One Hundred Sixty Dollars (\$11,160.00) this day loaned the parties of the first part by the party of the second part, together with interest thereon at the rate of five per centum per annum which is to be repaid in monthly installments of \$50.00 each and in addition to said monthly payments on principal, interest shall also be payable monthly, which interest shall be calculated and credited monthly. The first of said monthly payments is due one month from the date hereof and shall continue until the principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in amounts 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 ground which were conveyed to Garland Paxton et ux by two deeds, the first being from Anna M. Adams dated October 23, 1952, and recorded in Deeds Liber 245, folio 350, and the second from Georgia C. Sykes dated September 20, 1947 and recorded in Deeds Liber 217, folio 216, both of which deeds are duly recorded among the Land Records of Allegany County, Maryland, reference to which 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, his executor, administrator or assigns, the aforesaid sum of

- - - Eleven Thousand One Hundred Sixty Dollars (\$11,160.00) - - - 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 Eleven Thousand One Hundred Sixty 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:

N. Blaisdell

Garland Paxton [Seal]
GARLAND PAXTON

N. Blaisdell

Jeannette Paxton [Seal]
JEANNETTE PAXTON

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 30th day of June

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

Garland Paxton and Jeannette Paxton, 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

Guy J. Frantz

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

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



Patty Ann Davis
Notary Public

Compared and ~~read~~ ^{verified} D. W. H. H. H.
To Geo. H. Leggo Atty. Gen.
July 17 1954

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

This Mortgage. Made this 1st day of JULY in the
year Nineteen Hundred and fifty-~~four~~ four by and between

Wm. E. & M. A. Leggo, 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:

Wm. E. & M. A. Leggo, the said mortgagee has this day loaned to the said mortgagors, the sum of 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 5 1/2 per cent. per annum, in the manner following:

By the payment of Forty-seven & 75/100 - - - - - (\$47.75) - - - - 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 Allegany County, Maryland, known and distinguished as Lot No. 162, of "The Bowling Green First Addition Amended to Cumberland", a plat of which said addition is filed in Plat Box No. 90, of the Land Records of Allegany County, Maryland, said Lot No. 162 aforesaid, being described more particularly as follows, to-wit:

Beginning at a point on the south side of Long Avenue at the end of a line drawn South 20 degrees 39 minutes 40 feet from the intersection of the east side of Second Street with the north side



"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, for improvements on the hereby mortgaged land to the amount

of at least ~~Two Thousand 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 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 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 L. Hanna

Calvin B. Ayers [SEAL]
Wine A. Ayers [SEAL]

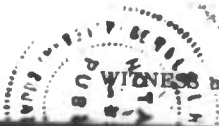
State of Maryland,
Allegany County, to-wit:

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

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

Calvin B. Ayers and Wine A. Ayers, 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
Notary Public.

FILED AND RECORDED JULY 2nd 1954 at 10:20 A.M.**This Mortgage**, Made this 13th day of JULY in the
year Nineteen Hundred and fifty-four by and betweenAlvin E. Drew and Delcie K. Drew, his wife,of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousand Two Hundred Fifty & 00/100 - - (\$4250.00) - - 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 Thirty-four & 72/100 - - - (\$34.72) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.**Now Therefore**, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that piece or parcel of ground, situated, lying and being on the Southwesterly side of Templey Avenue in the City of Cumberland, Allegany County, Maryland, and comprised of Lot No. 138 and one-half of Lot No. 137, as laid out on the plat of Dilfer Farms Addition to the City of Cumberland, a plat of which said addition is recorded among the Land Records of Allegany County, Maryland in Plat Box No. 166 and which said parcel of land is more particularly described as follows, to-wit:

Beginning for the same at a point on the Southwesterly side of Templey Avenue, said point being North 54 degrees 13 minutes West 225 feet from the intersection of the Southwesterly side of Templey Avenue with the Northwesterly side of Holland Street; and running then with the Southwesterly side of Templey Avenue North 54 degrees 13 minutes West 75 feet; then at right angles with said Avenue and with the division line between Lot No. 138 and No. 139, South 35 degrees 47 minutes West 150 feet; then at right angles and parallel to said Templey Avenue South 54 degrees 13 minutes East 75 feet; and then at right angles and across the whole Lot No. 137, North 35 degrees 47 minutes East 150 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of John J. Treiber, Jr. and Alberta J. Treiber, his wife, dated the 16th day of September, 1952, which is recorded among the Land Records of Allegany County, Maryland in Liber No. 244, folio 461.

"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. Leuge, 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 Two Hundred Fifty & 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

The terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

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

Attest:

Alvin F. Drew [SEAL]
Alvin F. Drew
Delcie K. Drew [SEAL]
Delcie K. Drew

State of Maryland,

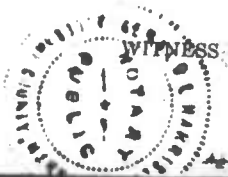
Allegany County, to-wit:

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

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

Alvin F. Drew and Delcie K. Drew, 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 ~~was~~
To *Es H Leger Atty City*
July 19 54

LIBER 305 PAGE 496

5

FILED AND RECORDED JULY 2nd 1954 at 10:20A.M.

This Mortgage, Made this 15th day of JULY in the
year Nineteen Hundred and fifty -four by and between
Helen V. King

of Allegany County, in the State of Maryland, part 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 Fifteen Hundred Fifty & 00/100 - - (\$1550.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty & 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 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 near the Valley Road about 1 1/2 miles Northeastly of the City of Cumberland, Allegany County, Maryland, known as Lots Nos. 127 and 128 and Lots Nos. 147, 148 and 149 Section A as shown on Amended Plat No. 2 of Bowen's Cumberland Valley Addition to Cumberland, recorded in Plat Case Box No. 98 of the Land Records of Allegany County, Maryland, said Lots Nos. 127 and 128 being described in one parcel and Lots Nos. 147, 148, and 149 being described together in one parcel as follows:

Lots Nos. 127-128: Beginning at the intersection of the Westerly side of Forest Avenue with the Northerly side of Fern Street, then running with the Northerly side of Fern Street North 50 degrees 34 minutes West 150 feet to the Easterly side of an Alley, then with said Alley North 39 degrees 26 minutes East 80 feet, then South 50 degrees 34 minutes East 150 feet to the Westerly side of Frost Avenue, and then South 39 degrees 26 minutes West 80 feet to the place of beginning.

Lots Nos. 147, 148 and 149: Beginning for the same at the intersection of the Northerly side of Fern Street and the Westerly side of an Alley, said intersection being the beginning of Lot No. 147

Section A in said Addition, and running then with the northerly side of Fern Street North 50 degrees 34 minutes West 120 feet, then North 39 degrees 26 minutes East 132½ feet to the southerly side of an Alley, then with said Alley South 50 degrees 34 minutes East 120 feet to the easterly side of said first mentioned Alley, and then with said Alley South 39 degrees 26 minutes West 132½ feet to the place of beginning.

Being the same property which was conveyed unto Mrs. Helen Virginia King deceased from Fay L. Warner and Katie A. Warner, his wife, dated June 9, 1919 and recorded in Liber No. 225, folio 299 Land Records of Allegany County, Maryland.

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

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

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

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

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

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that 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 mort-

gaged or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Hundred Fifty & 00/100 - - - (\$1550.00) - - - 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, does hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the 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 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 hereon secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors' written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

George J. Hanna - *Helen V. King* [SEAL]
 Helen V. King

State of Maryland,

Allegany County, to-wit:

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

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 V. King

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 J. Hanna
 Notary Public.

FILED AND RECORDED JULY 2nd 1954 at 10:20 A.M.

PURCHASE MONEY

This Mortgage, Made this 15th day of July in the
year Nineteen Hundred and fifty -four by and between

Stephen M. Novak and Rose A. Novak, his wife,

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

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand & 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 per cent. per annum, in the manner following:

By the payment of Sixty-nine & 09/100 - - - (\$69.09) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All those lots, pieces or parcels of ground lying and being on the northerly side of LeVale Court known and designated as part of Lot No. 141, whole Lot No. 142 and part of Lot No. 143 in LeVale Boulevard Court Addition, LeVale, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 75 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same at a point on the northerly side of LeVale Court, said point being distant North 48 degrees 20 minutes West 426.6 feet from the intersection of said side of said LeVale Court with the westerly side of Atlantic Avenue, and running then with said side of said LeVale Court North 48 degrees 20 minutes West 75 feet, then North 41 degrees 40 minutes East 162.5 feet to the southerly side of Eleanor Street, then with said side of said Eleanor Street South 48 degrees 20 minutes East 75 feet, and then South 41 degrees 40 minutes West 162.5 feet to the place of beginning.

Being the same property which was conveyed unto the parties

the first part by deed of Walter G. Cover and Ethel M. Cover, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

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

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

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

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

It is agreed that the Mortgagee may at its option advance sums of money at 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. Lorge, 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 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 taxes, assessed 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 renewal 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 to be 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 proceeds 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 required 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:

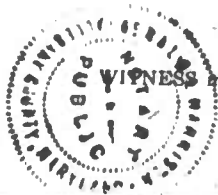
George L. Hamer [SEAL] *Stephen M. Novak* [SEAL]
Rose A. Novak [SEAL]
STEPHEN M. NOVAK
ROSE A. NOVAK

State of Maryland,
Allegany County, to-wit:

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

Stephen M. Novak and Rose A. Novak, 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. Hamer
Notary Public.

To: *Metzger City*
July 19 54

FILED AND RECORDED JULY 27 1954 at 11:30 A.M.

THIS MORTGAGE, Made this 12th day of July

1954, by and between JACK L. MURRAY and LAURA V. MURRAY, his wife, of Allegheny County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF WESTMORLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, ITW EIGHTH:

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 Fourteen Thousand (\$14,000.00) Dollars, with interest from date at the rate of four and one-half per cent (4 1/2%) 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 One Hundred Seven Dollars and Ten Cents (\$107.10) on account of interest and principal, beginning on the 12th day of August, 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.

AND, THEREFORE, THIS MORTGAGE ITW EIGHTH:

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, piece, or parcel of land situate, lying, and being on the south side of the Old National Pike (now Braddock Road), in Election District No. 6 in Allegheny County, Maryland, and which said parcel is more particularly described by metes and bounds, courses and distances, as follows, to-wit:

BEING INC for the said parcel of land at a concrete marker standing on the southerly side of Braddock Road and being No. B. 486.83 and E 270.49 about one mile westerly from the City limits of Cumberland; and running thence with the said southerly side of said Braddock Road, South 82 degrees 24 minutes East 110.00 feet to concrete marker B 500.00 and E 500.00 and which said marker stands at the corner of the corner of Lot No. 1 of the Dewey P. Clayton property on Braddock Road as shown on an unrecorded plat of said property; and running with said westerly line of said Lot No. 1 and which said line leaves Braddock Road, South 1 degree 12 minutes East 120 feet to the end of said line at its intersection with the westerly line of Lot No. 17 of said property; and thence constructing a new division line over and across a part of the whole parcel of which this is a part, North 88 degrees 48 minutes West 128 feet, more or less, to a stake standing in the westerly division line of the said whole property; and running thence with the remainder of said line, North 9 degrees 59 minutes East 140 feet, more or less, to the place of beginning.

It being the same property conveyed in a deed of even date herewith by Dewey P. Clayton and Blanche I. Clayton, 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.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining; subject, however, to the restrictions set forth in the aforementioned deed.

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 Fourteen Thousand (\$14,000.00) 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 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 interest, 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 heretofore 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 heretofore 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 Fourteen

Thousands (\$14,000.00) 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 mortgagee.

WITNESSES as to both:

Jack L. Murray (SEAL)
JACK L. MURRAY

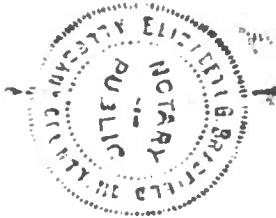
D. V. Tindal

Laura V. Murray (SEAL)
LAURA V. MURRAY

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, that on this 1st day of July, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JACK L. MURRAY and LAURA V. MURRAY, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me I 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.



Elizabeth H. Bradford
NOTARY PUBLIC
My Commission expires May 2, 1955

Compared and Voted *Successor*
to *Mt. Pleasant City*
July 19 1944

LIBER 305 PAGE 506

FILED AND RECORDED JULY 2nd 1944 at 11:55 A.M.

This Mortgage, Made this 2nd day of ~~June~~ July,

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

WILLIAM F. APPOLD and CORA M. APPOLD, his wife,

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

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

- - - FIFTY-FIVE HUNDRED and 00/100 - - - - - Dollars, on 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:

FIRST PARCEL:

All that lot, piece or parcel of ground lying and being in Cumberland, Allegany County, Maryland, which was conveyed by Harry E. Castle et ux to William F. Appold et ux by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed, reference to which deed is hereby specifically made for a more particular description of said property.

SECOND PARCEL:

All that lot, piece or parcel of ground lying and being in Cumberland, Allegany County, Maryland, which was conveyed by Henry L. Krausz et ux to Cora M. Appold by deed dated June 21, 1941, and recorded in Deeds Liber 190, folio 349 among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of said property.

TOGETHER with the 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 Fifty-five Hundred and 00/100 Dollars with six per cent interest thereon, payable in 139 monthly payments of not less than \$55.00 each, on or before the 2nd 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 2nd day of AUGUST, 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 2nd day of February, 1966.

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 Fifty-five Hundred and 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 insure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

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

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

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

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

Test:
Patty Ann Davis

William F. Appold (SEAL)
WILLIAM F. APPOLD
Cora M. Appold (SEAL)
CORA M. APPOLD

State of Maryland,
Allegany County, in and for:

I hereby certify that, on this 2nd day of June, 1954 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared William F. Appold and Cora M. Appold, his wife, and they acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth: and the said Clement C. May did further in like manner, make oath that he is the Secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this
2nd day of ~~XXX~~ July, 1954



Patty Ann Davis
Notary Public

*Completed and Mailed
Mortgage Pershing St City
July 19 54*

FILED AND RECORDED JULY 2nd 1954 at 11:55 A.M.

PURCHASE MONEY

This Mortgage, Made this 2nd day of ~~XXX~~ July,

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

- - - THIRTY-TWO HUNDRED and 00/100)(\$3200.00) - - - Dollars, on
- - Thirty-two - - - 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 do es 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 in Cumberland, Allegany County, Maryland, and being part of Lot No. 1 in Gephart's Second Addition to Cumberland and more particularly described as follows, to wit:

BEGINNING for the same on the easterly side of Valley Street at the end of a line drawn North 28-1/4 degrees East 24 feet from the northeasterly corner of

Henderson Avenue and Valley Street and running thence With Valley Street, North 28-1/4 degrees East 64 feet; thence South 61-3/4 degrees East 50 feet; thence South 28-1/4 degrees West 64 feet; thence North 61-3/4 degrees West 50 feet to the place of beginning.

IT being the same property which was conveyed by James A. Wiant, Jr. et ux to Irene Viola Billard by deed dated June 29, 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.

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 part y 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 part y 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 - - - - - Thirty-two Hundred and 00/100 - - - - - Dollars with six per cent interest thereon, payable in 139 monthly payments of not less than \$32.00 each, on or before the 2nd 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 2nd day of August, 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 2nd day of February, 1966.

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

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

THIRD: And the said part y 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 Thirty-two Hundred and 00/100 - - - - - Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, 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 part y 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 party of the first part as their interest may appear.

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

Test: Wm R Carscaden

Irene Viola Billard (SEAL)
IRENE VIOLA BILLARD (SEAL)

State of Maryland,
Allegany County, to wit:

I hereby certify that, on this 2nd day of ~~June~~ July, 1954 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Irene Viola Billard 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 Seat this 2nd day of ~~June~~ July, 1954.



Patty Ann Davis
Notary Public

Compared and Mailed ~~to~~
To Mtgee Frostburg Md.
July 17 1954

FILED AND RECORDED JULY 3rd 1954 at 8:40 A.M.

This Mortgage, Made this 1st day of ~~June~~ July, in the year Nineteen Hundred and fifty-four, by and between



LEWIS R. LEPLEY and MARY JANE LEPLEY, 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, having its principal office in

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

parties of the second part, WITNESSETH:

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

2000

~~ONE THOUSAND SEVEN HUNDRED~~
EIGHT HUNDRED 00/100 DOLLARS (\$800.00)

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 part y 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 Election District No. 20 in Allegany County, Maryland, which were conveyed to Lewis R. Lepley et ux by William L. Wilson, Jr., Trustee, by deed dated April 19, 1947, and recorded in Deeds Liber 216, folio 586, and from Robert H. Lepley, Executor, by deed dated April 19, 1947, and recorded in Deeds Liber 216, folio 584, both of which deeds are duly recorded among the Land Records of Allegany County, Maryland, reference to which deeds is hereby specifically made for a more particular description of 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, the aforesaid sum of

Eight Hundred Dollars (\$800.00)

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

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

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

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, 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 Eight Hundred and 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors heirs or assigns, to the extent of its lien or claim hereunder, and to place such

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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 Bank*

Ruth M. Todd

Lewis R. Lepley
LEWIS R. LEPLEY [Seal]

Mary Jane Lepley
MARY JANE LEPLEY [Seal]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this *1st* day of *July*
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 R. Lepley and Mary Jane Lepley, his wife,

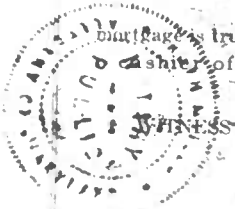
and they acknowledged the foregoing mortgage to be their respective

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.

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



Ruth M. Todd

Notary Public

Compared and Mailed *12/20/54*
To *Mtgee Insurance Co*
July 14 1954

REC 3015 513

FILED AND RECORDED JULY 31 1954 at 8:30 a.m.

THIS MORTGAGE, Made this 2nd day of July, 1954 by and between
Emma C. WINNER, a widow,

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 sixty-three - - - - - 10/00 \$ 663.10

which is to be repaid by sixteen consecutive monthly installments of \$ 41.50 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 the Dollar the said Mortgagor ~~doe~~ ^{has} granted, 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. 16 of Allegany County, Md. known as The Albert J. Winner Farm

and more fully described in a Deed from George Stern, Trustee dated April 25, 1935 recorded among Land Records of Allegany County, Maryland later 172 Folio 416

TOGETHER with the buildings and improvements thereon 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 ~~is~~ ^{be} her executor, administrators or assigns, ~~doe~~ ^{es} 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, ~~doe~~ ^{es} 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 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 hereby covenants to pay when legally 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. 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, in such order as each side 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, her heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagee, her representative, heirs or assigns.

WITNESS my hand and seal

ATTEST



Emma C. Winner
Emma C. Winner

(SEAL)
(SEAL)
(SEAL)

Ralph M. Race

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 2nd day of July, 1954, before me,

Emma C. Winner, a Notary Public of the State and County aforesaid, personally appeared

Emma C. Winner named in the foregoing mortgage and she acknowledged the foregoing mortgage to be her act and deed and that she appeared ~~as~~ ^{as} 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 correct and that she had set forth G. Alvin Kreiling/ as witness my hand and Notarial Seal.



Ralph M. Race Notary Public

Compared and Mailed *Successor &*

To *Mt. Lee City*

July 17, 1919

LIBER 305 PAGE 514

FILED AND RECORDED JULY 8th 1919 at 9:30 A.M.

This Mortgage, Made this 2nd day of July
in the year Nineteen Hundred and 1919, by and between



of _____ County, in the State of _____
part of the first part, and

of _____ County, in the State of _____
part of the second part, WITNESSETH:

Whereas, Charles W. Lee and Gladys B. Lee, his wife, stand indebted to The First National Bank of Cumberland, a corporation, in the full and just sum of One Thousand (\$1,000.00) Dollars, together with interest thereon at the rate of six (6%) per centum per annum, as evidenced by their joint and several promissory note of even date herewith. The aforesaid indebtedness with interest thereon as above provided shall be paid at the rate of Ninety Dollars and thirty-four (97.34) cents per month, on the 2nd day of each and every month thereafter, from which monthly payments the interest is to be first deducted until the balance thereof is to be applied on the principal until the said principal sum is fully paid.

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

do give, grant, bargain and sell, convey, release and confirm unto the said _____ National Bank of Cumberland, a corporation, its successors

~~and~~ and assigns, the following property, to-wit: All that lot or parcel of ground situated near what is known as "Mexico Farms" in Allegany County, State of Maryland and more particularly described as follows, to-wit:

BEGINNING for the same at a stake standing on the second line of tract of ground conveyed from Albert Charles (Widower) to Joseph Baker, by deed dated the 2nd day of March, 1919, and recorded in Liber No. 126, folio 538, one of the Land Records of Allegany County, said stake also stands on the North side of a private road and South 16 degrees and 18 minutes, West 45-9/10 feet from the Southeast corner of dwelling that stands on this described parcel of ground, and running thence (magnetic bearings as of June 21, 1940, and horizontal measurements), North 38 degrees and 50 minutes East 208 feet to a stake, thence North 63 degrees and 45 minutes West 208 feet to a stake, thence South 38 degrees and 50 minutes West 208 feet to

A stake standing on the second line of the aforementioned Joseph Baker's lot, thence with said line, South 63 degrees and 45 minutes East 207 feet to the beginning, containing one acre, more or less.

BEING the same lot or parcel of ground conveyed to the parties of the first part herein by Frank H. McMillan, et ux, by deed dated the 4th day of November, 1942, and recorded among the land records of Allegany County, Maryland, in Liber No. 194, folio 467; and also, however, from the operation of said mortgage that certain of the above described property which was conveyed to the parties of the first part herein to Sirmond M. Dunlop, et ux, by deed dated the 17th day of September, 1949, and recorded among the aforesaid land records in Liber No. 126, folio 366, a reference to which said deed is hereby particularly made.

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

Provided, that if the said Charles T. Lee and Mary E. Lee, his wife,

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

The First National Bank of Cumberland, a corporation, its successors, or assigns, the aforesaid sum of

One Thousand (\$1,000.00) Dollars

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

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

parties of the first part

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

hereby covenant to pay when legally demandable.

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

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

National Bank of Cumberland, a corporation, its successors

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

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

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

And the said parties of the first part

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

LIBER 305 PAGE 517

Compared and ~~recd~~ returned to Geo. H. Legg City July 17 54

FILED AND RECORDED JULY 6 1954 at 10:20 A.M.

This Mortgage, Made this 29TH day of JUNE in the year Nineteen Hundred and fifty four by and between Joseph W. Delaney and Veronica K. Delaney, his wife,

of Allegany County, in the State of Maryland, part ~~12~~ 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 Seven Hundred (\$3700.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Thirty Seven (\$37.00) 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 at the intersection of the easterly right of way line of National Highway and the center of Piney Mountain Road in Election District No. 24 near Eckhart, Allegany County, Maryland, which said parcel is more particularly described as follows, to wit:

Beginning for the same at the point of intersection of the easterly right of way line of National Highway as shown on State Roads Commission Plat No. 6277 with the center of Piney Mountain Road, said point also being the intersection of the said easterly right of way line with the first line of the deed from Michael S. Humbertson et ux to Joseph W. Delaney et ux, which is intended to be recorded among the Land Records of Allegany County, Maryland, just prior to the recording of these presents, and running then with said easterly right of way line North 14 degree 12 minutes West approximately 110 feet to a point, which is 106 feet 8 inches easterly and at right angles to the State Roads Commission base line at survey station 174 plus 93, and then running easterly with the line of division established in a deed from



William Filsinger et ux to John H. Base to the end of the first line of the deed from Herbert Logsdon et ux to Michael S. Humbertson, dated August 7, 1941, which is recorded in Liber 191, Folio 26, one of the Town Records of Allegany County, Maryland, it also being on the line between the Humbertson property from John H. Base as described in Liber 187, Folio 301, Allegany County Land Records, then with the fence line of the Scrub Ridge Farm North 86 degrees 12 minutes East 60 feet, North 7 degrees 15 minutes West 125 feet, South 82 degrees 30 minutes East 27 feet, then leaving said farm fence line South 15 degrees 45 minutes West 41.5 feet, South 9 degrees 50 minutes West 120 feet, South 11 degrees 5 minutes East 46.33 feet to the center of the aforesaid Flax Mountain Road, and running down the center of said road South 70 degrees 56 minutes West 35.5 feet, South 77 degrees 45 minutes West 30 feet, South 27 degrees 25 minutes West 22.5 feet, North 53 degrees 12 minutes West 123.65 feet, more or less, in the place of beginning, containing in all 3.202 acres, more or less.

Reference is hereby made to various plats showing said property which are recorded in Plat Case Box No. 101, Plat Case Box No. 105, and State Roads Commission Plat No. 6277 among the Records of Allegany County, Maryland, for a more definite description of said property.

Being part of the property which was conveyed unto the parties of the first part by deed of William Filsinger et ux dated April 14, 1950, recorded in Liber 233, Folio 427, Allegany County Land Records, by deed of Michael S. Humbertson et ux dated August 30, 1949, recorded in Liber 228, Folio 252, Allegany County Land Records, and by confirmatory deed of Michael S. Humbertson 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.

"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 money 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 Seven Hundred (\$3700.00) 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:

[Handwritten signature]

Joseph W. Delaney [SEAL]
JOSEPH W. DELANEY
Veronica K. Delaney [SEAL]
VERONICA K. DELANEY

State of Maryland,

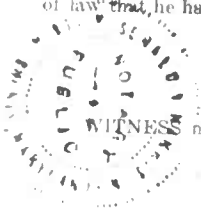
Allegany County, to-wit:

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

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 W. Delaney~~ *Veronica K. Delaney*, one of

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.

Glenn L. Harris
Notary Public.

STATE OF Pennsylvania

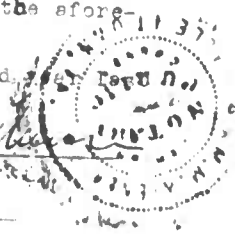
COUNTY OF Lehigh

TO WIT:

I HEREBY CERTIFY, that on this 29th day of June, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Joseph W. Delaney, one of the mortgagors herein, and he acknowledged the foregoing mortgage to be his act.

Witness my hand and notarial seal the day and year above written.

Joseph W. Delaney
NOTARY PUBLIC



MY COMMISSION EXPIRES

Feb. 26, 1955.

LIBER 305 PAGE 521

Compared and Mailed *10/22/54*
T. Mtge Inseching Md.
July 19 1954

FILED AND RECORDED JULY 6th 1954 at 10:15 A.M.

This Mortgage, Made this 17th day of June
in the year Nineteen Hundred and Fifty four, by and between

Francis B. Snyder and Ethel Nae Snyder, his wife,

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

Clarence L. Long and Grace P. Long, his wife,

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

Whereas, the parties of the first part are justly and bona fide indebted unto the parties of the second part in the full and just sum of Twenty two Hundred and Ten Dollars, which said sum the parties of the first part promise to pay to the order of the parties of the second part in equal consecutive monthly installments of not less than Thirty Dollars per month, the same including interest at the rate of five per cent. per annum, adjusted semi-annually, until the full sum of \$2210.00 and interest has been paid and satisfied. The sum hereby secured being in part purchase money for the hereinafter described property.

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

parties of the first part

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

parties of the second part, their

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

All the following described pieces or parcels of ground situate, lying and being in the Town of Mount Savage, Allegheny County, Maryland, and more particularly described as follows:

FIRST: Beginning for the same at a stake on the south side of "High Row", at the end of a line drawn North 33 degrees and 15 minutes west 240 feet from the end of the first line of a deed from The Union Mining Company of Allegheny County to Charles R. Uhl and

wife, bearing date August 17th, 1904 and recorded among the land the land records of Allegany County, Maryland in Liber No. 94, folio 490, and running thence with High Row, North 33 degrees 15 minutes west fifty feet, then South 52 degrees 5 minutes West 114 feet to New Row, then South 33 degrees 15 minutes East 50 feet, then by a straight line to the beginning; containing 17/100 of an acre, more or less.

SECOND: Beginning for the same at the end of the first line of the William Dull lot and running thence North 56 degrees 5 minutes east on the second line of the William Dull lot 120 feet to corner on High Row, thence along High Row, north 29 degrees west 70 feet to a stake, south 56 degrees 5 minutes west 123 feet to a stake on the north side of New Row, thence along New Row south 32 degrees east 50 feet to the beginning, containing 9/100 of an acre.

It being the same property conveyed to the parties of the first part by Mary I. Lennox, and others, by deed of even date herewith and intended to be recorded among the land records of Allegany County simultaneously with this mortgage, reference to which is hereby made.

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

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

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

parties of the second part, their

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

Twenty two Hundred and Ten Dollars,

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

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

parties of the first part _____

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

parties of the first part _____

hereby covenant to pay when legally demandable.

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

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

parties of the second part, their _____

heirs, executors, administrators and assigns, or _____ Edward J. Ryan, _____

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

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

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

In case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor'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 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 and their heirs or assigns, to the extent of their their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors;

Attest:

Edw. W. Ryan

Francis E. Snyder (SEAL)
Francis E. Snyder
Ethel M. Snyder (SEAL)
Ethel M. Snyder

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 17th day of June

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

Francis E. Snyder and Ethel M. Snyder, his wife,

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

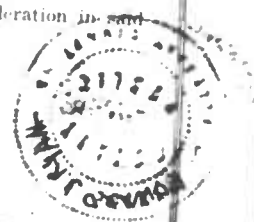
Clarence L. Long and Grace P. Long, his wife,

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

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

Edw. W. Ryan

Notary Public.



Compared and ~~Money~~ Delivered

T. Leo H. Legge *Accy City*
July 17, 1954

LIBER 305 PAGE 524

FILED AND RECORDED JULY 6th 1954 at 10:20 A.M.

This Mortgage, Made this 2nd day of JULY in the
year Nineteen Hundred and fifty-four by and between

_____ of Allegany County, in the State of Maryland, part 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 _____ Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of _____ per cent. per annum, in the manner following:

By the payment of _____ 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:

_____ of Lot No. 7 as designated and laid out in _____ Addition to the City of Cumberland, a list of _____ in Liber No. 16, folio 110 one of the Records of Allegany County, Maryland, and more particularly described as follows, to-wit:

_____ of _____ of Brownie _____, South 74 degrees East 22 feet from the _____ of the _____ of _____ Street with the _____ side of _____ Street said _____ point being at the end of 52 feet on the fourth line of the aforesaid Lot No. 7 of Agnew Addition, and running then reversing a part of the aforesaid fourth line, South 74 degrees East 52 feet; then reversing the third line of said lot South 16 degrees West 50 feet; then reversing a part of the second line of said lot North 74 degrees West 52 feet; and then North 16 degrees East 50 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of D. Gertrude Ranck of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

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

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

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

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

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

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

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

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, 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 do and shall perform all the covenants herein contained 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 One Thousand Eight Hundred & 00/100 -- (\$1800.00) -- 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 to

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 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 mortgagors, their heirs and assigns, representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George W. Legge [SEAL] *Clarence F. Everly* [SEAL]
Violet E. Kelly [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 24th day of July

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

Clarence F. Everly, Violet E. Kelly, George W. Legge,

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.

LIBR 305 REG 527

Compared and Mailed Recorded

T. Hedges City

Filed and Recorded JULY 7th 1954 at 2:05 P.M.

This Mortgage. Made this 7th day of July, in the year nineteen hundred and Fifty Four, by and between

G. Earl Adams and Lorraine S. Adams, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagor, 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 and Fifty Dollars, and the said Mortgagors have agreed to pay to the said Mortgagee, with interest at the rate of five per cent, per annum, on the principal and interest so far as the same shall remain unpaid, the sum of Twenty Dollars, and to apply the same first to interest and balance to principal, interest for the following month to be calculated on the principal so remaining;

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 lots or parcels of land situated in Allegany County, State of Maryland, on the westerly side of the National Highway about 2 1/2 miles westward of the City of Cumberland, and designated as Lot No. 12 and the adjoining half of Lot No. 13 on the plat of the Bruce and Litzsburg Addition on said Highway and particularly described in the parcel as follows, to-wit:

Beginning at a point on the westerly side of the National Highway at the end of the first line of Lot No. 11, and running thence with said Highway South 32 degrees and 50 minutes West 75 feet; then North 57 degrees and 10 minutes West 100.9 feet; then North 33 degrees and 34 minutes East 75 feet to the end of the second line of Lot No. 11; and with said line reversed, South 57 degrees and 10 minutes East 100 feet to the beginning. A plat of the Bruce and Litzsburg Addition is recorded in Liber No. 113, folio 766, of the Land Records of Allegany County, Maryland.

Being a part of the same property conveyed by The Real Estate and Building Company of Cumberland, Md., to the said G. Earl Adams et ux by deed dated April 29, 1950, and recorded in Liber No. 228, folio 692, one of the Land

County of Allegany, Maryland. Reference to said deed is hereby made for a part or 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 - - Three Thousand Four Hundred (\$3,400.00) - - 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 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 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

Earl Adams (SEAL)
Earl Adams

Louise J. Adams (SEAL)
Louise J. Adams

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 7th day of July,
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

Earl Adams and Louise J. Adams, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same
time, before me, also personally appeared George G. 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 G. 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

Compared and Verified
T. Mtzel City
July 17 1954

FILED AND RECORDED - JULY 7th 1954 at 9:00 A.M.

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

Harry Troutman and Rose Troutman, 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

Harry Troutman and Rose Troutman, his wife,



stand indebted unto the said The Liberty Trust Company in the just and full sum of Four Thousand (\$4,000.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 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

Harry Troutman and Rose Troutman, 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 land situated near Cresaptown, in Allegany County, State of Maryland, which is known and designated as Lot No. 1 of Block No. 2 of McCraw's Addition, a plat of the same to be recorded among the Land Records of Allegany County, and more particularly described as follows:

BEGINNING for the same at a stake standing on the Northeastern intersection of a thirty-foot street with Cresap Road, said stake also stands North 49 degrees and 58 minutes East 30 feet from the beginning of a parcel of land conveyed from Wesley A. McCraw and wife to Rolland A. Vonaske and wife, dated April 6, 1937, and recorded among the Land Records of Allegany County in Liber 177, folio 195, and continuing thence with Cresap Road (with magnetic bearings as of May, 1936, and with horizontal measurements) North 49 degrees and 58 minutes East 40 feet to a stake, thence North 40 degrees and 2 minutes West 120 feet to a stake, thence South 49 degrees and 58 minutes West 40 feet to a stake standing on the Northeast side of a thirty-foot street, thence with the Northeast side of said street, South 40 degrees and 2 minutes East 120 feet to the beginning.

ALSO: All those two lots or parcels of ground situated in McCraw's Lots on the Cresap Road, in Allegany County, Maryland, known and designated on the plat thereof, duly filed for record among the Land Records of Allegany County, as Lots Nos. 2 and 3 of Block 2 of said Addition, and said lots being described as a whole as follows, namely:

BEGINNING for the same at a point on the Cresap Road, the same being the end of the first line of Lot No. 1, of Block 2 in McCraw's Lots as show on the

plat thereof and running thence with said Cresap Road, North 49 degrees 58 minutes East 80 feet to a 12-foot alley, thence with said alley, North 40 degrees 2 minutes West 120 feet, thence South 49 degrees 58 minutes West 80 feet to the end of the second line of Lot No. 1, and thence with said second line reversed, South 40 degrees 2 minutes East 120 feet to the place of beginning.

It being the same property conveyed by Charles R. Ellis and Myrtle E. Ellis, his wife, to Harry Troutman and Rose Troutman, his wife, by deed bearing date the 29th day of August, 1949, and duly recorded among the Land Records of Allegany County.

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

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

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Four Thousand (\$4,000.00) - - - - - 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

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

Harry Troutman (SEAL)
Harry Troutman

Rose Troutman (SEAL)
Rose Troutman

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 27 day of July 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

Harry Troutman and Rose Troutman, 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



Geo. A. Siebert
Notary Public

Compared and Vouched *William E. T. L. Richards, Atty. Atty.*
July 19, 54

FILED AND RECORDED JULY 7th 1954 at 12:55 P.M.

This Mortgage, Made this 6th day of July,

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

Charles T. Nestor and Rachael L. Nestor, his wife, and Maude L. Williams, Widow,
of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagor ^s, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of TWENTY-SEVEN 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 TWENTY-SEVEN 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 situated on the North side of Roberts Street in the City of Cumberland, Allegany County, Maryland, known and designated as part of Lot No. 622 as shown on the Plat of the Humbird Land and Improvement Company's Addition to Cumberland, and particularly described as follows, to-wit:

BEGINNING for the same on the North side of Roberts Street at the end of the first line of Lot No. 621, in said Addition, and running thence with the North side of said Street, South 53-1/2 degrees East 36 feet, then North 36-1/2 degrees East 84 feet to the southern boundary of the right of way of the Western Maryland Railway Company, thence with the said right of way, North 53-1/2 degrees West 30 feet to the second line of said Lot No. 621, thence with part of the said second line, South 36-1/2 degrees West 84 feet to the place of BEGINNING.

This being the same property which was conveyed by Maude L. Williams, widow, unto Rachael Lee Nestor by deed dated March 16, 1954, and recorded among the Land records of Allegany County, Maryland, in Liber 257, folio 184, in which deed the said Maude L. Williams, widow, conveyed the said property to Rachael L. Nestor but reserved to herself a life estate. All parties therefore are joining in this mortgage in order to convey a complete fee simple title.

The above described property is improved by a two story frame dwelling house of six rooms and bath with partial basement and will be improved by asbestos shingles on the outside of the dwelling and by an asphalt roof, new concrete wall around house, new concrete back porch, etc. per contract, and the funds secured by this mortgage are for said improvements, this being a purchase money mortgage, which property is known as No. 36 Roberts Street. 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.

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

covenant that they will execute such further assurances as may be requisite.

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

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

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

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

And the said mortgagors, their heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum of TWENTY-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 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

Charles J. Nestor

Charles J. Nestor (SEAL)

Rachael L. Nestor

Rachael L. Nestor (SEAL)

Maude L. Williams

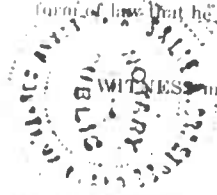
Maude L. Williams (SEAL)

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

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

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 J. Nestor and Rachael L. Nestor, his wife, and Maude L.

Williams, widow, 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.



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

Rosalie A. Crabtree
Notary Public.

Compared with the Census

at age 3 March 16 City

July 19 54

FILED AND RECORDED JULY 7th 1954 at 9:50 A.M.

This Mortgage. Made this 6th day of July

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

Mary Lou Stein and George C. Stein, her husband, and Donald R. Lippold, single,

of Allegany County, in the State of Maryland

parties of the first part, and

Wilbur V. Wilson

of Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, the parties of the first part are now indebted to the party of second part, 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 on or before the first day of January next, with interest at the rate of 5% per annum payable quarterly, with the privilege of paying the principal at any interest during the term.

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:

First. All that certain lot or parcel of ground situated on the East side of Allegany Street, in the City of Cumberland, Allegany County, Maryland, being a part of Town Lots Nos. 177 and 178 of the City of Cumberland, as designated and laid out on the plat of Cumberland recorded in Liber E, folio 78, and in the Land Records of Allegany County, Maryland, and more particularly described as follows:

Beginning at a point on the East side of Allegany Street distant South 7 degrees 25 minutes West 100 feet from the Southeast intersection of Greene and Allegany Streets, and running thence with said East line of Allegany Street, South 7 degrees 25 minutes West 38 feet to an iron pin; thence South 82 degrees 35 minutes East 140 feet to a point in the rear of a concrete garage; thence North 7 degrees 25 minutes East 38 feet to a point on a fence post; thence North 82 degrees 35 minutes West 140 feet to the point of beginning.

Second. The right to use the right-of-way, private alley and easement described as "Fourth" in the deed from George F. Lippold et al to Catherine H. Lippold dated July 1, 1950, and recorded in Liber No. 230, folio 201 of said Land Records, with a width of nine and half feet extending Eastwardly from Allegany Street for a distance of about 90 feet and then with a new right-of-way, which is hereby granted and conveyed, diagonally, with the same width, across the rear of the parcel of land described as "Third" in said deed, to the garage located on the rear of the lot hereinbefore conveyed, for the

Compared and ~~Delivered~~ Delivered E

Mtyle City

FILED AND RECORDED JULY 8th 1954 at 3:20 P.M.

This Mortgage, Made this 8th day of

July in the year nineteen hundred and fifty-four, by and between

Patrick J. Stakem and Adna G. Stakem, 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

Patrick J. Stakem and Adna G. Stakem, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Thirteen Thousand (\$13,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

This is a purchase money mortgage to the extent of Five Thousand Dollars.

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

Patric J. Stakem and Adna G. Stakem, 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 land, part of the original Lot No. 193, lying and being on the Westerly side of North Mechanic Street, in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows:

BEGINNING for the same at a point on the Westerly side of said North Mechanic Street at the end of the first line of the lot conveyed by George G. Young and wife, to William H. Buchholtz by deed dated September 7, 1920, and recorded among the Land Records of said Allegany County in Liber No. 134, folio 275, it being also at the beginning of the original Town Lot No. 193, and running thence with the Westerly side of said North Mechanic Street, and with part of the first line of said original Lot No. 193, as corrected for variation, South 15 degrees 22 minutes East 32.87 feet to a point distant 5 feet 4 1/2 inches measured in a Southerly direction along the Westerly side of said North Mechanic Street, from the Southerly face of the South wall of the brick building standing on the lot hereby conveyed, and formerly occupied by the Crystal Laundry, thence parallel with said wall and distant 5 feet 4 1/2 inches therefrom being with the center line of a private alley, 10 feet 9 inches wide, South 77 degrees West 125.6 feet to the Easterly side of Wills Creek, thence up and with the Easterly side thereof, North 2 degrees 30 minutes East 35.5 feet to the end of the second line of the above mentioned lot as conveyed to William H. Buchholts, thence reversing said second line, North 77 degrees 38 minutes East 115 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by George R. Hughes, Trustee, by deed dated the 24th day of July, 1954, and to be 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 Thirteen Thousand (\$13,000.00) -----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

Thirteen Thousand (\$13,000.00) -----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:

Patrick J. Stakem (SEAL)
Patrick J. Stakem

Thomas L. Keech

Adna G. Stakem (SEAL)
Adna G. Stakem

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 8th day of July 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

Patrick J. Stakem and Adna G. Stakem, 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.



Geo. A. Siebert
Notary Public

Compared and Read & returned to
Geo. H. Legge Atty City
July 14 54

FILED AND RECORDED JULY 8th 1954 at 12:30 P.M.

This Mortgage, Made this 6th day of July in the year Nineteen Hundred and fifty-FOUR by and between

John M. Barnard and Leora C. Barnard, his wife,

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

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousand & 00/100 - - - (\$4000.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:



By the payment of Forty & 00/100 - - - - - (\$40.00) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the 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 One: A certain parcel of land situated, lying and being on the southeasterly side of the County Road connecting the Old National Pike at the Camp Ground, with the Winchester Road, in Allegany County, State of Maryland, and which is described as follows, to-wit:

Beginning for the same at a stake on the southeasterly side of the County Road at the end of 208 1/2 feet on a line drawn North 68 degrees East 50 feet and running then along the southeasterly side of the County Road South 68 degrees East 576 feet, then South 43 degrees 52 minutes West 185.4 feet, then North 68 degrees West 396 feet to the beginning.

It being the same property conveyed by Michael J. Healy, attorney, to John Mitchell Barncord and Leora Catherine Barncord, his wife, by deed dated the 30th day of June, 1929, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 184, folio 145.

Excepting, however, from the above described parcel of land all that part of the same which was conveyed by Michael J. Healy and Pearl C. Healy, his wife, unto Frederick M. Mertz by deed dated November 10, 1924, and recorded among the Land Records of Allegany County, in Liber No. 148, folio 599. Which said part excepted as aforesaid begins at the beginning of the whole tract on the easterly side of the road connecting the Old National Pike with the Winchester Road and running then along the east side of said road North 22 degrees East 90 feet, then South 68 degrees East 432.1 feet to the third line of said whole parcel, then with a portion of said line of the said whole parcel South 43 degrees 52 minutes West 97 feet and then along the fourth line of whole said portion North 68 degrees West 396 feet to the place of beginning.

Also excepting, however, that parcel of ground conveyed by John M. Barncord and Leora Catherine Barncord, his wife, to Donald Birch McGill by deed dated June 30, 1939, and which is recorded in Liber No. 184, folio 176, Land Records of Allegany County, Maryland.

Parcel Two: All that tract, piece or parcel of land lying along the southeasterly side of the County Road connecting the Old National Pike at Allegany Grove Camp Ground with the Winchester Road; in District No. 29, in Allegany County, Maryland, and described as follows, to-wit:

Beginning at the beginning of the first line of a deed from David F. Miller to Mary A. Barncord, and running with the first line of said deed as recorded among the Land Records of Allegany County in Liber No. 131, folio 514, and running along the southeasterly side of the County Road North 30 degrees East 50 feet to a stake, then across said whole lot as described in said deed, South 68 degrees East 589 feet to intersect the third line of said deed; then with the third line South 43 degrees 52 minutes West 53 1/3 feet to the end of said third line, then with the fourth line of said deed North 68 degrees West 576 feet to the place of beginning.

It being part of the same property conveyed by Ruth E. O'Donnell, Trustee, by John Mitchell Barncord and others by deed dated the 10th day of October, 1941, and recorded among the Land Records of Allegany County, Maryland in Liber No. 191, folio 519.

It being also part of the same property conveyed to John Mitchell Barncord and Leora Catherine Barncord, his wife, by deed from Ruth E. O'Donnell, Trustee, dated the 10th day of October, 1941, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 191, folio 521.

"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 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 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 do and shall perform all the covenants herein contained in full, then this mortgage shall be void.

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

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

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

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

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any

other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the 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 H. Harman [SEAL] John M. Barncord [SEAL]
Laura C. Barncord [SEAL]

State of Maryland,
Allegany County, to-wit:

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

in the year nineteen Hundred and Fifty - 1951, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

John M. Barncord and Laura C. Barncord, 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.

William H. Harman
Notary Public.

FILED AND RECORDED JULY 8th 1954 at 12:30 P.M.

PURCHASE MONEY

This Mortgage, Made this 7th day of JULY in the year Nineteen Hundred and fifty -four- by and betweenGeorge W. Hickla and Margaret E. Hickla, his wife,of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Six Thousand Three Hundred & 00/100 - - - (\$6300.00) - - - Dollars,which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:By the payment of Thirty-nine & 86/100 - - - (\$39.86) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.**Now Therefore**, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the westerly side of Bane Street in Election District No. 29, LaVale, Allegany County, Maryland, known and designated as the Trail lot in Swarbrick's Addition to LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Map Case 118 among the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same at an iron pin set at the southeasterly corner of Lot No. 22 in said addition as shown on said plat, said point being on the westerly side of Bane Street and 325 feet more or less from the center line of U. S. Route No. 40 on a line in range with Bane Street, and running then South 67 degrees 30 minutes West 149.5 feet to an iron pipe, then North 22 degrees 30 minutes West 42 feet to an iron pipe, then North 66 degrees 30 minutes East 133.5 feet to a nail set in the concrete curb on the westerly side of Bane Street, and then with said side of said Bane Street South 40 degrees ^{East} 52.5 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Joseph S. C. Allen et ux, of even date which

...and, simultaneously with the recording of these presents.

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

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

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

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

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

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

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

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said 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 or hereinafter 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 Six Thousand Three Hundred & 00/100 -- (\$6300.00) -- 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 evi-

denying the payment of all taxes 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 any security for the debt to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the 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

George W. Hickle [SEAL]

Margaret E. Hickle [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 7TH day of JULY

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. Hickle and Margaret E. Hickle, 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~~ *recd* 5
L. J. Lipp, Atty. Atty.
July 17 54

LIBER 305 PAGE 548

FILED AND RECORDED JULY 9th 1954 at 12:05 P.M.

PURCHASE MONEY

This Mortgage, Made this 8th day of July in the
year Nineteen Hundred and fifty -four by and between

Lawrence E. Shanholtz and Clara E. Shanholtz, his wife,

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

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousand Four Hundred & 00/100 - - - (\$4400.00) - - - 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 Thirty-five & 96/100 - - - (\$35.96) - - - 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 those lots, pieces or parcels of ground lying and being on the southerly side of McMullen Highway known and designated as part of Lot No. 154 and whole Lots Nos. 155, 156, 150 and 151 Section "A" in Cellulose City Addition, Cresaptown, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 46, one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

PART OF LOT NO. 154 AND WHOLE LOTS NOS. 155 AND 156:

BEGINNING for the same at the intersection of the southerly side of McMullen Highway and the westerly side of a 10 foot alley, of the first line said intersection being the end of Lot No. 156 in said addition, and running then with McMullen Highway South 62 degrees 14 minutes West 63.75 feet, then South 8 degrees East 112.78 feet to the northerly side of an alley, then with said alley North 82 degrees East 60 feet to the easterly side of said 10 foot alley, and then with said 10 foot alley North 8 degrees West 134.4 feet to the place of beginning.

WHOLE LOTS NOS. 150 and 151:

BEGINNING for the same at the intersection of the northerly

side of First Avenue and the westerly side of a 10 foot alley, said intersection being the end of the first line of Lot No. 151 in said addition, and running then with said First Avenue South 82 degrees ^{West}/₄₈ feet, then North 8 degrees West 85 feet to the southerly side of an alley, then with said alley North 82 degrees East 48 feet to the westerly side of said 10 foot alley, and then with said 10 foot alley South 8 degrees East 85 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Cyrus M. Cook and Cleda Cook, his wife, dated March 7, 1952 and recorded in Liber No. 239, folio 6 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. Lerge, 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 Four Hundred & 00/100 - - (\$4400.00)** - 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 promises 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 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:

Lawrence E. Shanholtz [SEAL]
Lawrence E. Shanholtz
Clara E. Shanholtz [SEAL]
Clara E. Shanholtz

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 8TH day of JULY

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

Lawrence E. Shanholtz and Clara E. Shanholtz, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



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

George W. Legge
Notary Public.

FILED AND RECORDED JULY 9th 1954 at 10:30 A.M.

This Mortgage, made this 8th day of July, 1954, in the year Nineteen Hundred and Fifty four, by and between

James A. Shroyer and Edna M. Shroyer, 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

John R. Treiber and Sarah R. Treiber, his wife, and Jennie R. Lazarus and Tobias Lazarus, her husband,

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

WHEREAS, The parties of the first part are indebted unto the said parties of the second part in the full and just sum of Three Hundred and Fifty Dollars (\$350.00), this day loaned the parties of the first part, which principal sum, with interest at 6% per annum, computed semi-annually, is to be repaid by the parties of the first part to the parties of the second part in payments of Fifteen Dollars (\$15.00) 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.

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 Mortgagees the following property, to-wit:

All those lots or parcels of land in Election District #4 known as Lots Nos. 229, 230, 231, 232, 233 and 234 of the Cumberland Park Addition to the City of Cumberland, Maryland, as shown on a plat thereof, located, lying and being on the westerly side of Clark Avenue (formerly Warren Avenue), each of said lots fronts 25 feet on Clark Avenue and runs back an even width of 100 feet to a 12-foot alley. The said Lot No. 229 of said lots to be conveyed herein is located at the southwesterly corner of the intersection of Clark Avenue (formerly Warren Avenue) and Clement Street.

It being part of the same property which was conveyed to John R. Treiber and Jennie R. Lazarus by The Second National Bank of Cumberland, Cumberland, Maryland, Trustee, et al., by deed dated December 17th, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 206, folio 495. It being also the same property which was conveyed by John R. Treiber and Sarah R. Treiber, his wife, and Jennie R. Lazarus and Tobias Lazarus, her husband, by deed dated the day of July, 1954, and 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 future advances as provided by Chapter 223 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

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

sum of Three Hundred and Fifty Dollars (\$350.00), together with the interest thereon, and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagees

or duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

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

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee the improvements on the hereby mortgaged land to an amount of at least Three hundred and Fifty Dollars (\$350.00) 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 to the extent of their 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 of said Mortgagor

Attest:

George P. Hugueny Jr.
George P. Hugueny Jr.

James A. Shroyer (SEAL)
Edna M. Shroyer (SEAL)
____ (SEAL)
____ (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 8th day of July, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, James A. Shroyer and Edna M. Shroyer, his wife,

the within named Mortgagor, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared John R. Treiber and Gertrude R. Treiber, his wife, and Jennie R. Lezerus and Tobias Lezerus, her husband, the within named 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. Hugueny Jr.
Notary Public

FILED AND RECORDED JULY 9th 1954 at 2:55 P.M.

This Mortgage, Made this 9th day of

July in the year nineteen hundred and fifty-four, by and between

Francis H. Mattingly and Mildred Ann Mattingly, 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

Francis H. Mattingly and Mildred Ann Mattingly, his wife,

stand indebted unto the said **The Liberty Trust Company** in the just and full sum of Eighteen Hundred (\$1800.00) ----- Dollars, payable to the order of the said **The Liberty Trust Company**, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of **The Liberty Trust Company** in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 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

Francis H. Mattingly and Mildred Ann Mattingly, 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 of ground on Hanover Street, in the City of Cumberland, Maryland, known as Lot No. 10 in Piatt's Addition to the Town of Cumberland, which said lot has a frontage of 30 feet on the Easterly side of Hanover Street and extends back an even width for a depth of 105 feet to an alley, and more particularly described in a deed from J. H. Holzshu, Executor, to August L. Miller, dated February 12, 1895, and recorded in Liber No. 76, folio 506, one of the Land Records of Allegany County.

It being the same property which was conveyed unto the said Mortgagors by Bertha M. Burns, widow, by deed dated April 22, 1948, and recorded in Liber 220, folio 125, 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 Eighteen Hundred (\$1800.00) ----- 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 Eighteen Hundred (\$1800.00) Dollars.



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

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee the improvements on the hereby mortgaged land to an amount of at least Three Hundred and Fifty Dollars (\$350.00) 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 their 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 of said Mortgagor

Attest:

George J. Hughes Jr.
George J. Hughes Jr.

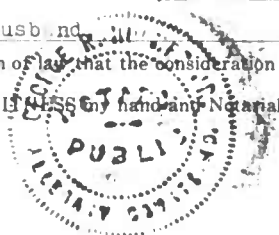
James A. Shroyer (SEAL)
Edna M. Shroyer (SEAL)
____ (SEAL)
____ (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 8th day of July, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, James A. Shroyer and Edna M. Shroyer, his wife,

the within named Mortgagor, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared John R. Treiber and Sarah R. Treiber, his wife, and Jennie R. Lazarus and Tobias Lazarus, her husband, the within named 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 J. Hughes Jr.
Notary Public

FILED AND RECORDED JULY 9th 1954 at 2:55 P.M.**This Mortgage,** Made this 9th day of

July in the year nineteen hundred and fifty-four, by and between

Francis H. Mattingly and Mildred Ann Mattingly, 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

Francis H. Mattingly and Mildred Ann Mattingly, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Eighteen Hundred (\$1800.00) ----- Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 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

Francis H. Mattingly and Mildred Ann Mattingly, 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 of ground on Hanover Street, in the City of Cumberland, Maryland, known as Lot No. 10 in Piatt's Addition to the Town of Cumberland, which said lot has a frontage of 30 feet on the Easterly side of Hanover Street and extends back an even width for a depth of 105 feet to an alley, and more particularly described in a deed from J. H. Holzshu, Executor, to August L. Miller, dated February 12, 1895, and recorded in Liber No. 76, folio 506, one of the Land Records of Allegany County.

It being the same property which was conveyed unto the said Mortgagors by Bertha M. Burna, widow, by deed dated April 22, 1948, and recorded in Liber 220, folio 125, 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 Eighteen Hundred (\$1800.00) ----- 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

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

Eighteen Hundred (\$1800.00) ----- 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

Francis H. Mattingly (SEAL)
Francis H. Mattingly

Mildred Ann Mattingly (SEAL)
Mildred Ann Mattingly

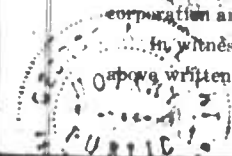
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 9th day of July 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

Francia H. Mattingly and Mildred Ann Mattingly, 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.

My witness whereof I have hereto set my hand and affixed my notarial seal the day and year

above written.



Geo. A. Sieber
Notary Public

*Compared and correct
Notary City
July 19 54*

FILED AND RECORDED JULY 9th 1954 at 3:00 P.M.

THIS MORTGAGE, Made this 29th day of June, 1954, by and between GIUSEPPE GIULIANO and ROSEANNA GIULIANO, 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 Three Hundred (\$3,300.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of not less than Thirty Three (\$33.00) Dollars, beginning on the 1st day of August, 1954, and a like and equal sum of not less than Thirty Three (\$33.00) Dollars 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, the entire unpaid principal, together with interest due thereon, to become due and payable ten years from



date of this mortgage.

NO, THEREFORE, THIS MORTGAGE IT ESSETH:

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 more in amount which would cause the total mortgage indebtedness to exceed the original amount thereof

and to be used for paying of the costs of any repairs, alterations, or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL that lot or parcel of ground situated on the westerly side of South Cedar Street (formerly called Lee Street) in the City of Cumberland, Allegany County, Maryland, known and designated as part of Lot No. 9 in Schriver's Addition to Cumberland, as laid out by T. L. Patterson in 1871 as is shown in Deeds Liber No. 27, folio 30, among the Land Records of Allegany County, Maryland, and which is particularly described as follows, to-wit:

BEGINNING for the same on the westerly side of South Cedar Street at the end of the first line of that portion of said Lot No. 9 which was conveyed to the said Giuseppe Giuliano and Roseanna Giuliano, his wife, by Louisa P. Henderson and others by deed dated June 29th, 1932, and recorded in Deeds Liber No. 168, folio 9, and running thence with the second line of said deed, North seventy-one degrees and twenty minutes West about ninety feet to the easterly side of West Street; thence with said easterly side of West Street, South eighteen degrees forty-five minutes East twenty-two feet more or less to the twenty-first line of "The Resurvey on Shupe's Request"; thence with said twenty-first line, South forty-eight degrees fifteen minutes East eighty-seven feet more or less to the westerly side of Cedar Street; then with said westerly side of Cedar Street, North twenty-eight degrees thirty minutes East fifty-eight feet more or less to the place of beginning.

It being the same property conveyed to the said parties of the first part by the Safe Deposit and Trust Company of Baltimore,

Executor and Trustee, Etc. et al. by deed dated the 14th day of December, 1939, and recorded among the Land Records of Allegheny County, Maryland, in Liber No. 186, folio 309.

TOGETHER, with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belong in 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 Three Hundred (\$3,300.00) 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 the mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner

following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Three Thousand Three Hundred (\$3,300.00) 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.

IT BESS the hands and seals of the said mortgagors.

Witness: *J. B. Wagner*
 Witness: *J. B. Wagner*

WITNESS as to ~~her~~:
 MRS ROSEANNA GIULIANO

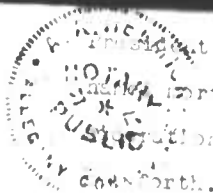
#15
Giuseppe Giuliano (SEAL)
 GIUSEPPE GIULIANO

A. P. Helmick

MARK
Roseanna Giuliano (SEAL)
 ROSEANNA GIULIANO

STATE OF MARYLAND,
 ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, that on this 29th day of June, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared GIUSEPPE GIULIANO and ROSEANNA GIULIANO, his wife, and each acknowledged the afore-going 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 mortgage, and made oath in due form of law that the condition named in said mortgage is true and bona fide and correct.

WITNESSE my hand and Notarial Seal.

A. A. Helmick
NOTARY PUBLIC
My Commission expires May 2, 1955

*Recorded and returned
Tilgner vs. Cumberland Bank
July 10, 1954*

FILED AND RECORDED JULY 10th 1954 at 11:50 A.M.

This Mortgage, Made this 9th day of July

in the year Nineteen Hundred and Fifty Four, by and between
John Samuel Robison and Deretha M. Robison, his wife,

of Allegheny County, in the State of Maryland,
parties of the first part, and William H. Quantz

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

~~Whereas, the said parties of the first part stand~~
Whereas, the said parties of the first part stand indebted
unto the said William H. Quantz in the just and full sum of Five
Thousand and Nine Hundred Dollars (\$5,900.00), as is evidenced by
their joint and several promissory note of even date for \$5,900.00,
payable one year after date unto the said William H. Quantz, or
his order, together with interest thereon at the rate of two per
cent per annum payable semi-annually as it accrues;



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

do give, grant, bargain and sell, convey, release and confirm unto the said William E. Quantz, his

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

the several parcels of land, located in the City of Allegheny County, in the State of Maryland, known and designated as Lot Number 14, Lot Number 15, Lot Number 16 and Lot Number 17, in L. and L. Park Addition, as shown on the Plat of said L. and L. Park Addition, said Plat being recorded among the Land Records of Allegheny County, State of Maryland, in Plat Book Number I,

page 63, and being all of the same properties that were conveyed unto the said John Samuel Robison and the said Deretha^M Robison, his wife, by John Edward Fazebaker and Leona Logsdon Fazebaker, his wife, by deed dated June 24, A. D. 1952 and recorded among the Land Records of Allegheny County, State of Maryland, in Liber Number 241, folio 585; reference to said Plat and reference to said deed being hereby specially made for a fuller description of the said properties 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 William E. Quantz, his executor, administrator or assigns, the aforesaid sum of \$5,900.00

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

William H. Quantz, his

heirs, executors, administrators and assigns, or W. Carl 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 Allegheny
County Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said

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

And the said parties of the first part

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

assigns, the improvements on the hereby mortgaged land to the amount of at least
Five Thousand and 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, his heirs or assigns, to the extent
of his or their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Rosalie A. Crabtree [SEAL]
John Samuel Robison [SEAL]
John Samuel Robison

Deretha M. Robison [SEAL]
Deretha M. Robison

State of Maryland,
Allegheny County, to-wit:

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

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 Samuel Robison and Deretha M. Robison, his wife,

and each acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared
William H. Quantz,

the within named 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.

Rosalie A. Crabtree
Notary Public

Compared and Mailed *D. H. ...*
James A. Avirett, Atty. City
July 19 54

FILED AND RECORDED JULY 10th 1954 at 11:20 A.M.

This Mortgage, Made this 29th day of June

in the year Nineteen Hundred and 1954, by and between
James A. Avirett and ATHERTON L. SCHMALZ, Her husband,

of Allegany County, in the State of Maryland

parties of the first part, and WILLIAM L. ... and PAUL ...

of Allegany County, in the State of Pennsylvania

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the parties of the second part in the full and just sum of Four Thousand Dollars (\$4,000.00), and which said principal sum of Four Thousand Dollars (\$4,000.00), the parties of the first part agree to repay as follows:

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 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 situate, lying and being in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows:

Lot Number Nine (9) lying and situated on the Southwest corner of Avirett Avenue and Allegany Streets, in the City of Cumberland, Allegany County, Maryland, as designated on the plat of The Avirett Place, a subdivision of the Rose Hill Addition to said City; said lot fronts forty feet on said Avirett Avenue, and runs back at an even width seventy-five feet to an alley ten feet wide, the plat of said Avirett Place showing the dimensions, location, courses and distances of all the lots in said Addition, together with the building lines thereon, being of record among the Land Records of Allegany County, said lot



... corner of Applett Avenue and Allegheny Street, as new laid out, ... 75 feet to an alley 10 feet wide; ... North 63 degrees 15 minutes East, 40 feet; ... North 7 degrees and ... Applett Avenue; thence with said ... degrees 15 minutes East, 25 feet to the ...

... was conveyed to ...

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,

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

executor, administrator or assigns, the aforesaid sum of four thousand dollars (\$4,000.00)

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

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

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

hereby covenant to pay when legally demandable.

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

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

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

Witness, the hand and seal of said mortgagee.

Attest:
[Signature] Helen B. Schwalb [SEAL]
[Signature] Alfred L. Schwalb [SEAL]

On this 7th day of July, 1904, before me, Lynard S. Hodges, Notary Public in and for the State of California, County of Los Angeles, personally appeared ALBERT L. SCHWALB, known to me to be the person whose name is subscribed to the within named mortgage, and he acknowledged to me that he executed the same.

[Signature]
Lynard S. Hodges
Notary Public



My Commission expires _____ My Commission Expires Mar 17, 1908

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 29th day of June 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 B. SCHWALB and she acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared NATHAN L. BUCHMAN the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



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

[Signature]
Yvonne J. Neumann
Notary Public

FILED AND RECORDED JULY 10th 1954 at 8:30 A.M.

THIS CHATTEL MORTGAGE, Made this 16th day of OCTOBER, 1953, by HARRIS MOTOR EXPRESS, INC., a body corporate, duly incorporated under the Laws of the State of Maryland, Mortgagor, and CHARLES W. HARRIS, of the City of Martinsburg, State of West Virginia, Mortgagee.

WHEREAS, the Mortgagor is indebted to the Mortgagee in the full sum of One Hundred and Sixty-Two Thousand and Five Hundred Dollars (\$162,500.00), being part of the purchase money for the hereinafter-described personal property, which said sum the Mortgagor has agreed to pay unto the said Mortgagee in equal, regular, consecutive monthly installments of One Thousand Nine Hundred and Thirty-Four Dollars and Fifty-Two Cents (\$1,934.52) each, over a period of eighty-four (84) months, with interest/at four per cent. (4%) accounting from the date hereof, the first of said monthly installments being due and payable on the 15th day of November, 1953, all of which is evidenced by a series of eighty-four (84) promissory notes of the said Mortgagor, of even date herewith, and to secure the payment of which it was agreed that this Mortgage be executed. The said Mortgagor shall have the right to prepay the said Mortgage in whole or in part without a penalty, bonus or other charge, at any time after one year from the date hereof.

NOW THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises, and the sum of One Dollar (\$1.00) to it in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby bargain and sell unto the said Mortgagee, his personal representatives and assigns, the following property, together with all additions, accessories and equipment pertaining thereto:

(a) All the Mortgagor's right, title and interest in and to the motor carrier rights and authority granted by the Interstate Commerce Commission to transport freight by motor vehicle in interstate commerce, and evidenced by I.C.C. Certificate of Public Convenience and Necessity Docket No. MC-38565 and Subs No. 1 to 6 inclusive.



(Full STAMPS FOR
PARTIAL OF CONSIDERATION
SUBJECT TO MD. STAMPS)
G.W.D. IATTY.

(b) All of the tractors, trailers, and motor-vehicle units appearing on the list attached hereto and made a part hereof and designated as "Exhibit A", together with all parts, equipment and accessories pertaining or attached thereto, and presently situate as shown on said Exhibit A.

(c) All of the furniture, fixtures, equipment, supplies,

parts and materials appearing on the list attached hereto and made a part hereof and designated as "Exhibit B", and located in, on or about the Mortgagor's premises in Baltimore City, Maryland; Martinsburg, West Virginia; Hagerstown, Maryland; and Cumberland, Maryland, or as specifically shown on the attached schedule, Exhibit B.

To have and to hold all and singular the said goods, chattels, and personal property above bargained and sold or intended so to be, unto the said Mortgagee, his personal representatives and assigns, forever.

The Mortgagor hereby covenants for itself, its successors and assigns, with the said Mortgagee, his personal representatives and assigns, that it is the legal owner of the above-described goods, chattels and property; that they are in good condition and free and clear from any and all other liens, claims or encumbrances; that it has the legal right to sell the same as aforesaid; and that it will warrant and defend the same against the lawful claims of all persons.

Provided, that if the Mortgagor shall keep and perform all and singular the covenants and agreements on its part hereinafter contained, then these presents shall be void, otherwise to remain in full force and effect.

And the said Mortgagor hereby covenants, for itself, its successors and assigns, with the said Mortgagee, his personal representatives and assigns, as follows:

1. To pay the said full sum of money and interest agreed to be owing herein, at the times and in the manner above described.
2. To pay all taxes, licenses and public charges levied against any of the property hereby mortgaged, and to keep the said property insured against loss, by standard policies for fire, theft, and "Comprehensive" damage, and collision, as may be applicable thereto, for not less than the amount due hereunder, in such insurance company or companies as the Mortgagee shall approve, and all such policies shall be properly endorsed so that the proceeds thereof may be payable to the Mortgagee and Mortgagor as their respective interests may appear. The Mortgagor also agrees to carry automobile liability insurance on all the tractors, trailers and motor vehicle units herein conveyed, for limits of not less than \$100/500,000 and property damage insurance of not less than \$100,000. In case of default by the Mortgagor in paying the taxes and insurance, the Mortgagee may pay the same and the sums so paid for that purpose, with interest thereon at the rate of 4 per cent. (4%) per annum, shall be immediately payable by the Mortgagor to the Mortgagee, and shall be deemed part of the debt hereby secured.

3. Not to waste or destroy the said goods, chattels and property, or to suffer them or any part thereof to be attached or taken on execution or other process, and that in the event of any demand or levy being made against said property by any legal proceedings, the Mortgagor agrees to immediately notify the Mortgagee, and upon any such demand or levy being made, this Mortgage shall forthwith become due and payable at the option of the Mortgagee.

4. Not to sell, exchange, or replace any of the above-described property without notice to and consent of the Mortgagee, his personal representatives and assigns, and in case of any such sale or exchange to replace the article sold or exchanged with a chattel mortgage on other similar items not less in value.

It is further agreed by the parties hereto that all other goods, chattels and property of a like kind with those hereinbefore described which shall be hereafter acquired by the Mortgagor during the continuance of this Mortgage, shall be subject to this Mortgage; and the Mortgagor further covenants and agrees, upon request of the Mortgagee, to promptly execute and cause to be duly recorded a further and confirmatory Mortgage of any such property hereafter acquired by it during the continuance of this Mortgage.

And it is also agreed that until default shall be made in the payment of the aforesaid sum of money and interest hereby secured, or in the observance or performance of any of the other covenants on the part of the Mortgagor herein contained, the Mortgagor or its successors or assigns may retain possession of the goods, chattels and property hereby mortgaged, and may use and enjoy the same. Provided, however, that the Mortgagor may not change the situs of or remove any of the said goods, chattels and property from the county in which they are now located, except in the normal and usual course of business of the Mortgagor, without the written consent of the Mortgagee.

But if default shall be made in the payment of the said sum of money and interest, or any part thereof, or in the observance and performance of any of the covenants on the part of the Mortgagor herein contained, or if there shall be a levy of execution upon the property, all the said Notes herein secured shall become immediately due and payable in full, with accrued interest, at the option of the Mortgagee, his personal representatives or assigns, and the latter shall have the right to take immediate possession of said property or any part thereof, and for that purpose may enter the premises of the Mortgagor, with or without process of law, and search for such

property and take possession and remove, sell or dispose of said property or any part thereof, at public or private sale, as hereinafter provided.

And the said Mortgagor does hereby declare its assent to the passage of a decree by any Court of competent jurisdiction in the States of Maryland, West Virginia, and Virginia, for the sale of any of the property hereby mortgaged and over which such Court shall have jurisdiction, in accordance with the provisions of any pertinent statutes and laws of such States.

It is further agreed that in the event of default herein this Mortgage may be foreclosed and the property sold by the Mortgagee herein, his personal representatives or assigns, or by Clayton W. Daneker, his duly constituted attorney, for the whole of the aforesaid sum of money, interest, costs, attorney's fees, commissions and expenses arising out of the foreclosure, as provided, permitted or allowed by, and in accordance with, any law or laws, general or local, of the United States and of the States of Maryland, Virginia or West Virginia, whichever may be applicable, and which may be existing at the time of default hereunder or at the time proceedings are taken to foreclose this Mortgage after default herein. For the purpose of effecting sale of the operating rights and authorities under the aforesaid Certificate of Convenience and Necessity, the Mortgagee, his heirs or assigns, or Clayton W. Daneker, his duly authorized attorney, are hereby authorized to perform all acts necessary for the sale or transfer of such "operating rights" and to execute and deliver such application and other forms as the Interstate Commerce Commission might require in order to effect such a transfer.

Any sale, made in the event of default as aforesaid, may be either public or private, for the best price obtainable, upon not less than five (5) days notice of the time, place and terms of sale, and the notice of said sale shall be mailed to the Mortgagors at their last-known address, and the proceeds of any such sale shall be applied to the payment of all expenses of such sale, including a reasonable attorney's fee and a commission to the party making the sale, and then to the payment of all claims by the Mortgagee, whether the same may have matured or not, and then the balance, if any, to the Mortgagor. It is understood and agreed that it shall be lawful for the Mortgagee, his personal representatives or assigns, to purchase the property at any such sale.

This Chattel Mortgage has been executed in triplicate for the purpose of expediting the recording thereof, and each executed copy shall be, and have the effect of, an original copy.

The Mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

IN WITNESS WHEREOF, the Mortgagor, HARRIS MOTOR EXPRESS, INC., has hereunto set its name by WM. C. IRVING its duly authorized Vice-President, and has caused its corporate seal to be affixed, attested by SAMUEL L. SILBER its duly authorized Secretary, the day and year first above written.

HARRIS MOTOR EXPRESS, INC.

By W.C. Irving
VICE President
Wm. C. Irving



Samuel L. Silber
Secretary
Samuel L. Silber

STATE OF MARYLAND,
CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this 16th day of October 1953, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore County, personally appeared WM. C. IRVING who, in the aforesaid city, being duly sworn, acknowledged himself to be the VICE-President of HARRIS MOTOR EXPRESS, INC., a body corporate, the Mortgagor named in the foregoing Mortgage, and that he, as such officer, and on behalf of said corporation, being duly authorized so to do, executed the foregoing instrument bearing date of OCTOBER 16, 1953, for the purposes therein contained, by signing the name of the corporation by himself as VICE-President, and he further acknowledged that Harris Motor Express, Inc., is the legal owner of the property above described, and that the same is free from all claims or liens whatsoever; and at the same time also personally appeared CHARLES W. HARRIS, known to me (or satisfactorily proven) to be the Mortgagee named in the within instrument, and he made oath in due form of law that the consideration in the above Chattel Mortgage is true and bona fide as therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this 16th day of October, 1953.



Dorothy I. Belt
Notary Public
Dorothy I. Belt

My commission expires: Sept 5

EXHIBIT A

HARRIS MOTOR EXPRESS, INC.

<u>VEHICLE</u>	<u>SERIAL NO.</u>	<u>TITLE NO.</u>
<u>TRACTORS:</u>		
Federal Truck Tractor - New	125111	Md. F-209603
Federal Truck Tractor - Used	150238	Md. F-209594
Federal Truck Tractor - Used	141324	Md. F-209607
Federal Truck Tractor - Used	156895	Md. F-209601
Federal Truck Tractor - New	139852	Md. F-209608
Federal Truck Tractor - New	139851	Md. F-209609
Federal Truck Tractor - New	125169	Md. F-209604
Federal Truck Tractor - Used	156404	Md. F-209599
Federal Truck Tractor - Used	150923	Md. F-209606
Federal Truck Tractor - Used	157126	Md. F-209600
Federal Truck Tractor - Used	130898	Md. F-209596
Federal Truck Tractor - New	146865	Md. F-209605
Federal Truck Tractor - Used	156043	Md. F-209598
Federal Truck Tractor - Used	155049	Md. F-209595
Federal Truck Tractor - Used	152295	Md. F-209593
Federal Truck Tractor - Used	152294	Md. F-209597
Dodge Truck Tractor - New	8966078	Md. F-209602
<u>SEMI-TRAILERS:</u>		
Fruehauf Trailer - Used	AV-5467	Md. F-209586
Fruehauf Trailer - Used	AV-147567	Md. F-209588
Fruehauf Trailer - Used	AV-171731	Md. F-209589
Fruehauf Trailer - Used	AV-171730	Md. F-209590
Trailmobile Trailer - Used	46-101-2224	Md. F-209622
Trailmobile Trailer - Used	46-101-7038	Md. F-209572
Fruehauf Trailer - Used	AV-171312	Md. F-209591
Fruehauf Trailer - Used	AV-171311	Md. F-209592
Fruehauf Trailer - Used	AV-152474	Md. F-209623
Fruehauf Trailer - Used	AV-164272	Md. F-209578
Fruehauf Trailer - Used	AV-164271	Md. F-209577
Fruehauf Trailer - Used	AV-152476	Md. F-209576
Fruehauf Trailer - Used	R-120849	Md. F-209583
Fruehauf Trailer - Used	AV-9645	Md. F-209585
Fruehauf Trailer - Used	AV-146603	Md. F-209573
Fruehauf Trailer - Used	AV-158634	Md. F-209575
Fruehauf Trailer - Used	AV-158635	Md. F-209574
Fruehauf Trailer - Used	AV-5468	Md. F-209587
Fruehauf Trailer - Used	R-121172	Md. F-209584
Fruehauf Trailer - Used	S-136209	Md. F-209582
Fruehauf Trailer - Used	AV-155702	Md. F-209581
Fruehauf Trailer - Used	AV-165891	Md. F-209579
Fruehauf Trailer - Used	AV-165889	Md. F-209580
Kingham Trailer	9734	
<u>TRUCKS:</u>		
Federal Truck - New	18M-140893	Md. F-209613
Chevrolet Truck - New	14TKF-2325	Md. F-209611
Chevrolet Truck - New	14TKF-2278	Md. F-209610
Chevrolet Pickup - Used	14PBO1-2782	Md. F-209612
Chevrolet Truck - New	14UKI-3207	Md. F-209615
GMC Truck - New	FF353-4597	Md. F-209614
GMC Truck - New	353-24-P5081	Md. F-209620
GMC Truck - Used	FC454-15286	Md. F-209621
GMC Truck - New	303-24-P4405	Md. F-209619
Chevrolet Truck - New	14VKK-1949	Md. F-209617
Federal Truck - New	18M-140892	Md. F-209618
GMC Truck - New	353-24-P3845	Md. F-209616
Chevrolet Truck	22939C	Va.
Federal Truck	14L356	W. Va.
GMC Truck	PG102109516	W. Va.

EXHIBIT B

EXHIBIT B

HARRIS EXPRESS COMPANY

DESCRIPTION	MODEL NO.	SERIAL NO.	LOCATION TERMINAL
1 - Desk - Chair - File			Martinsburg
1 - Royal Typewriter - Pica	KMG15	4680753	Martinsburg
1 - File Cabinet			
2 - Tables)			
3 - Chair)			
2 - Cushions)			
2 - Costumers)			
3 - Steel Desks - Gray			
1 - Royal Typewriter		4857181	
1 - Remington Adding Machine	9381-5	93-988465	
1 - Steel Desk)			
2 - Typewriter Stands)			
1 - Royal Typewriter		4902847	
1 - Royal Typewriter		4905124	
1 - Remington Adding Machine - Electric	9381-5	93-994126	
1 - ARO-100-21 Air Conditioner		17Y4540	
1 - ARO-100-21 Air Conditioner		17Y4509	
Air Compressor with A.S.M.E. Tank	W-3106-H		Martinsburg
Steel File Cabinet			Martinsburg
2 Desks and 2 chairs			Martinsburg
1 Steel File Cabinet			Martinsburg
Westinghouse Electric Refrigerator	6 cu. ft.		Martinsburg
Carrier Air Condition Unit		74388	Martinsburg
Royal Typewriter		KHM2229213	Martinsburg
Underwood Sunstrand Adding Machine	7120-P	647653	Martinsburg
Gray Desk and Oak Chair			Martinsburg
Underwood Sunstrand Adding Machine	7120-P	690847	Martinsburg
2 - Walnut Chairs)	2266g		Martinsburg
1 - Gray Typewriter Stand)	1618		Martinsburg
2 - Brown Chairs)			Martinsburg
Royal Typewriter - Pica	KMG	4619771	Baltimore
Friden Calculator		STW 10-6621	Baltimore
Air Compressor - Curtis	V907		Baltimore
Royal Typewriter			Baltimore
Remington Rand Adding Machine		M265387	Baltimore

HARRIS EXPRESS COMPANY

EXHIBIT B
(Continued)

DESCRIPTION	MODEL NO.	SERIAL NO.	LOCATION TERMINAL
Desk and Chair			Baltimore
Carrier Air Condition Unit		92942	Baltimore
Coleman Oil Burner			Baltimore
Clary Adding Machine		A-1-35836	Burke St. Office
Mahogany Kneehole Desk			Burke St. Office
Checkwriter - Checkmeter		G-4050211	Burke St. Office
1 Steel File Cabinet			Burke St. Office
Desk and Chair			Burke St. Office
Royal Standard Typewriter		KMG3560583	Burke St. Office
Steel Safe			Burke St. Office
Carrier Air Condition Unit		91848	Burke St. Office
Steel Letter File	1440-L		Burke St. Office
Remington Electric Portable Adding Machine		93-859739	Burke St. Office
1 - Used Desk			Cumberland
1 - Adding Machine - Remington		N104557	Cumberland
1 - Royal Typewriter		KM2438415	Cumberland
2 - Chairs			Cumberland
1 - Steel Desk			Cumberland
1 - 4 Drawer File			Cumberland
1 - Gray Art Metal Desk			Hagerstown
1 - Gray 4-Drawer File			
2 - Marble Chairs			
1 - Gray Typewriter Stand			
1 - Gray Wastebasket			
1 - Gray Costumer			
1 - Cash Box			
1 - Staplemaster			

- 1 - Remington Adding Machine
- 1 - Crosley Room Air Conditioner
- 1 - Royal Typewriter - Pica
- 1 - 10 Wheel Track Conveyor

ACD-50
Type 10

93-812379
201485
5044150

EXHIBIT B
(Continued)

HARRIS EXPRESS COMPANY

EXHIBIT B
(Continued)

<u>DESCRIPTION</u>	<u>MODEL NO.</u>	<u>SERIAL NO.</u>	<u>LOCATION</u>	<u>TERMINAL</u>
8 - Hand Trucks				Martinsburg
2 - Mules				Martinsburg
6 - Steel Platform Plates				Martinsburg
5 - Hand Trucks				Baltimore
2 - Mules				Baltimore
3 - Steel Platform Plates				Baltimore
4 - Hand Trucks				Hagerstown
2 - Mules				Hagerstown
4 - Steel Platform Plates				Hagerstown
3 - Hand Trucks				Cumberland
1 - Mule				Cumberland
2 - Steel Platform Plates				Cumberland
6 - Tires (Used)				
6 - Tubes (Used)				
6 - Rims (Used)				
3 - Drop Cords				
12 - Sets Truck Tire Chains				
Stationery - forms - general office supplies				

Compared and Mailed *Proceeding*
To *Wetzel Grantville Md*
July 12, 1954

FILED (117)

FILED AND RECORDED JULY 12 1954 AT 12:50 P.M.

This Mortgage, made this 9th day of July, in the year Nineteen Hundred and 1954, by and between

hereinafter called Mortgagee, which heirs, personal representatives, successors and assigns, where the context so admits or requires, of Allegany County, State of Maryland, part of the first part and

hereinafter called Mortgagor, which heirs, personal representative, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part of the second part, with intent

WHEREAS,

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 do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

in Lvelyn Tenney Carey, his wife, by Grace Marie Carey his wife, Joseph W. Carey, her husband, by deed dated the 10th day of September, 1951, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 100, folio 100.

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

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

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid Three Thousand Four Hundred Dollars (\$3,400.00)

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

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby 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, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

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

187 305 374

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 Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee the improvements on the hereby mortgaged land to an amount of at least Three Thousand dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to issue to the benefit of the Mortgagee to the extent of the then 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 of said Mortgagor

APPEARS

JOSEPH F. FAHEY

Joseph F. Fahey (SEAL)

Joseph F. Fahey (SEAL)

Joseph F. Fahey (SEAL)

Joseph F. Fahey (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 27th day of July, 1909, in the year 1909, before me, the subscriber, a Notary Public of the State of Maryland,

and for said County, personally appeared *Joseph F. Fahey*

the within named Mortgagor, and acknowledged the foregoing mortgage to be his own free and lawful act and deed. And at the same time, before me, also personally appeared *Joseph F. Fahey*,

of the First State Bank of Grantsville, Grantsville, Maryland,

the within named Mortgagee, and made oath in conformity of law that the consideration in said mortgage is true and bona fide as therein set forth; and I, the Notary Public, in witness whereof, have hereunto set my hand and Notarial Seal the day and year last above written. This I do in witness whereof, I have hereunto set my hand and Notarial Seal the day and year last above written. This I do in witness whereof, I have hereunto set my hand and Notarial Seal the day and year last above written. This I do in witness whereof, I have hereunto set my hand and Notarial Seal the day and year last above written.



Luther M. Huff

Notary Public

Notary Public Allegany County, Maryland
My commission expires May 2, 1910

Compared and Made correct
To Mtggs 106 & Liberty City
July 17 1954

LIB 315 106 773

FILED AND RECORDED JULY 13th 1954 at 8:40 a.m.

This Mortgage, Made this July

of the County of Allegany, State of Maryland, -fifty-four-

VIRGIL O. WEBER and VIOLET A. WEBER, his wife,

of the County of Allegany, State of Maryland,

IRVING MILLENSON

of the County of Allegany, State of Maryland,

of the County of Allegany, State of Maryland, 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-eight Hundred Twenty-five Dollars (\$3825.00) 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 \$50.00 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually.

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.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals, and the party of the second part has hereunto set his hand and seal, this 13th day of July, 1954.

Now Therefore, in consideration of the premises and for the purpose aforesaid, the party of the second part, in consideration of the prompt payment of the said indebtedness, with interest thereon, including any future advances, the said party of the second part, his successors, assigns, heirs, executors, administrators, and assigns, do hereby grant, bargain and sell, convey, release and confirm unto the said party of the first part, his successors, assigns, heirs, executors, administrators, and assigns, the following property, to-wit:

ALL the following described parcel of land situated in the City of Cumberland, Allegany County, Maryland, described as follows:

BEGINNING for the same at a point on the easterly side of Wilmont Avenue distant 30 feet on a line drawn South 36 degrees 30 minutes East from the end of 20 feet on the second line of the whole lot having been conveyed by Christopher Nutt, Sr., and wife to Bernedina Nutt by deed dated September 22, 1878, and recorded in Deeds Liber 55, folio 47, among the Land Records of Allegany County and running thence with a line parallel to the second line of said whole lot, North 55 degrees East 40 feet; thence with a line parallel to Wilmont Avenue, South 36 degrees 30 minutes East 66 feet to the northerly side of Fayette Street; thence with the northerly side of Fayette Street, South 56 degrees 10 minutes West 40.1 feet to the easterly side of Wilmont Avenue; thence with the easterly side of Wilmont Avenue, North 36 degrees 30 minutes West 65 feet to the place of beginning.

IT being the same property which was conveyed to Virgil O. Weber et ux by Anna M. Gerdeman by deed dated August 14, 1953, and recorded in Deeds Liber 252, folio 330 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 successors

executor, administrator or assigns, the aforesaid sum of

Thirty-eight Hundred Twenty-five and 00/100 Dollars (\$3825.00) - - - - -

together with the interest thereon and any future advances made as aforesaid, is and when the same shall be due and payable, and in the meantime do and shall perform all the covenants and conditions hereinafter 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, do and possess the aforesaid property, upon paying in the meantime all taxes, assessments and public dues levied on said property, all which taxes, mortgage debt and interest, the said parties of the first part hereby covenant to pay when legally demandable.

Receipts of moneys 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, shall not constitute a discharge of the debt intended to be hereby secured, shall at once become due and payable, and these provisions are hereby declared to be made in trust, and the said party of the second part, his successors, heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST by 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 the manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale to 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 default of payment 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 to keep in force during the existence of this mortgage, to keep insured by some insurance company or companies approved to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-eight Hundred Twenty-five 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 insure to the benefit of the mortgagee, his successors, 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:

[Handwritten signature] *[Handwritten signature]* [Seal]
VIRGIL O. WEBER
[Handwritten signature] *[Handwritten signature]* [Seal]
VIOLET A. WEBER

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 12th day of July 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

Virgil O. Weber and Violet A. Weber, 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.



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

Larry Ann [Signature]
Notary Public

*Cumberland and Market Street
Martinsburg
July 14, 1954*

FILED AND RECORDED JULY 13" 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 28 day of June, 1954, by and between JOSEPH A. KOHOUT and BERNICE K. KOHOUT, 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 Twelve Thousand One Hundred Fifty (\$12,150.00) 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 Ninety Two Dollars and Ninety Five Cents (\$92.95) on account of interest and principal, beginning on the 1st day of August, 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, the following property, to-wit:

All that piece or parcel of land situated in Election District No. 28 near Frostburg, Allegany County, Maryland, and more particularly described as follows:

BEGINNING at a point on the South side of the road leading from Frostburg to Midlothian, known as Midlothian Road, said point being South 44 degrees four minutes West, 369.18 feet from a planted stone known as Braddeck's Stone (true meridian courses and horizontal distances used throughout). Then leaving said road, South 4 degrees 11 minutes East 174.40 feet, South 82 degrees 57 minutes West 69.49 feet, North 59 degrees 20 minutes West 50 feet, North 17 degrees 10 minutes East 150 feet to the South side of the before mentioned Midlothian Road and with said road North 75 degrees 43 minutes East 56.52 feet to the beginning; containing 0.34 acres, more or less.

It being the same property conveyed in a deed of even date herewith by Jesse C. Fuller and Etha P. Fuller, his wife, and William H. Fuller and Thelma C. Fuller, 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.

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 heire, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforeeaid sum of Twelve Thousand One Hundred Fifty (\$12,150.00) 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 aforeeaid 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 mortgagers, 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 Twelve Thousand One Hundred Fifty (\$12,150.00) 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 mortgagers.

WITNESS as to both:

Joseph A. Kohout (SEAL)
Joseph A. Kohout

[Signature]

Bernice K. Kohout (SEAL)
Bernice K. Kohout

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 18th day of June, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOSEPH A. KOHOUT and BERNICE K. KOHOUT, 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 H. C. LANDIS,

Vice 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.



Elizabeth G. Brasfield
Notary Public

My Commission expires May 2, 1954

Compared and Mailed Original
Mortgage City
July 19 1954

FILED AND RECORDED JULY 13th 1954 at 1:50 P.M.

This Mortgage, Made this 13th day of July
in the year Nineteen Hundred and Fifty _____, by and between

of _____ County, in the State of _____
part _____ of the first part, and _____

of _____ County, in the State of _____
part _____ of the second part, WITNESSETH:

Ubercas,

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 eight hundred (\$1,800.00) Dollars, this day loaned the parties of the first part by the party of the second part, which principal sum with interest at six 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-four and 20/100ths (\$34.20) Dollars, per month, said payments to be applied first to the interest and the balance to the principal until the amount of principal and interest is fully paid.

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

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

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

[Faint, illegible text describing property details]

Witness my hand and seal of office, this 13th day of July, 19 , at in 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 \$1,800.00

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 _____ part to be performed, then this mortgage shall be void.

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

_____ 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 _____

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 _____

_____ of _____, its successors

heirs, executors, administrators and assigns, or _____, 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 _____

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

And the said _____

_____ 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 _____ 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, _____ 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:

_____ *Peter W. Sandvik* [SEAL]
Peter W. Sandvik

Witness to make:
_____ [SEAL]

_____ *Freda V. Sandvik* [SEAL]
Freda V. Sandvik

_____ [SEAL]

_____ [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on the 13th day of July
in the year nineteen Hundred and Fifty _____ before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

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

the within named mortgage, 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.



Hazel B. Hodes
Notary Public.

Compared and Mailed *recovered*
To *Earl E Mangler Acty City*
July 19 54

FILED AND RECORDED JULY 13 1954 at 3:20 P.M.

This Mortgage, Made this 13th day of JULY
in the year Nineteen Hundred and Fifty-Four _____, by and between
A. THOMAS SMITH, SR., and Betty Jean Smith, his wife,

of _____ Allegany County, in the State of Maryland
parties of the first part, and The Peoples National Bank of Hancock, a
national banking corporation duly incorporated under the laws of
the United States, party of the second part,

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

Whereas, the Parties of the First Part are justly and bona



Provided, that if the said THOMAS MANN, JR., and BETTY JEAN MANN,
his heirs, executors, administrators or assigns, do and shall pay to the said
THE FIDELITY AND SECURITY BANK OF BALTIMORE, ITS
EXECUTORS, ADMINISTRATORS or assigns, the aforesaid sum of
FIVE HUNDRED (\$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 _____

_____ 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 _____

_____ 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 _____

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

And the said THOMAS MANN, JR. and Betty Jean Mann, 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
FIVE THOUSAND FIVE HUNDRED (\$5,500.00) - - - - - Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
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 s:

Attest:

Earl & Margie _____ M. Thomas Mann Jr. [SEAL]
Earl & Margie _____ THOMAS MANN, JR.
Betty Jean Mann [SEAL]
_____ [SEAL]
_____ [SEAL]

State of Maryland,
Allegany County, to-wit:

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

in the year nineteen Hundred and Fifty 1954, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

and acknowledged the affidavit contained in the instrument of conveyance
set 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.

Earl Edward Morgan
Notary Public.

Compared and Mailed Delivered
to Ridge City
July 14 1954

FILED AND RECORDED JULY 13"1954 at 11:20 A.M.

THIS MORTGAGE, Made this 6 day of July, 1954, by
and between KENNETH L. GINGERICH and EMMA G. GINGERICH, 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 One Hundred (\$5,100.00) 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 Three Dollars and Four Cents (\$43.04) beginning on the 1 day of August, 1954, and a like and equal sum of not less than Forty Three Dollars and Four Cents (\$43.04) 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, the entire unpaid principal, together with interest due thereon, to become due and payable ten years from date of this 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 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 lots, pieces or parcels of ground lying and being in Allegany County, Maryland, situated in the City of Cumberland on the southerly side of Greene Street and in the rear thereof, known and distinguished as Lot No. 2 and parts of Lots No. 4 and 5 of the "Sub-Division of Francis Glick's Property, Cumberland, Maryland," a plat of which property is of record among the Land Records of Allegany County, Maryland, in Plat Case Box No. 81, said lots being more particularly described as follows:

LOT NO. 2: BEGINNING for the same on the Southerly side of Greene Street at the end of the first line of Lot No. 1 in said Addition and running thence with Greene Street South seventy-nine degrees fifty-three minutes West thirty and five-tenths feet, thence South thirty minutes East ninety-five and nine-tenths feet to a ten foot lane, thence with said ten foot lane North eighty-nine degrees thirty minutes East Thirty feet to the end of the second line of said Lot No. 1, and then reversing said second line North thirty minutes West one hundred and nine-tenths feet to the place of

beginning.

PARTS OF LOTS NO. 4 AND 5: BEGINNING for the same at the intersection of the Southerly side of a ten foot lane with the Easterly side of another ten foot lane as shown on said Plat and running then with one of the said ten foot lanes South thirty minutes East forty feet, then across part of Lot No. 5 in said Addition and parallel with the other ten foot lane herein referred to North eighty-nine degrees thirty minutes East sixty feet to the end of the fourth line of a deed from Thomas P. Jones and wife to Roger H. Tower and wife, dated May 28, 1945, which is recorded in Liber No. 204, folio 216, one of the Land Records of Allegany County, Maryland, and then with said fourth line reversed North thirty minutes West forty feet to a ten foot lane and then with said lane South eighty-nine degrees thirty minutes West sixty feet to the place of beginning.

It being the same property conveyed to the parties of the first part by John M. Furstenberg and Helen C. Furstenberg, his wife, by deed of even date herewith, 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 One Hundred (\$5,100.00) 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 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 property to the amount of at least Five Thousand One Hundred (\$5,100.00) 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 mortgagee debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Kenneth L. Gingerich (SEAL)
Kenneth L. Gingerich

Emma C. Gingerich (SEAL)
Emma C. Gingerich

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 9th day of July, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared KENNETH L. GINGERICH and EMMA C. GINGERICH, his wife, and each acknowledged the afore-going 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.



Elizabeth H. Bradford
Notary Public
My Commission expires May 2, 1955

Compared and ~~Case~~ Delivered ϵ

T. Leo H. Legge Atty City
July 19 54

LIBER 305 PAGE 592

FILED AND RECORDED JULY 13th 1954 at 11:00 A.M.

PURCHASE MONEY
This Mortgage, Made this 9th day of July in the
year Nineteen Hundred and fifty four by and between
Bert J. Graham and Caroline B. Graham, 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
Seventy-five Hundred and 00/100 - - - - (\$7500.00) - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 4-1/2 per cent. per annum, in the manner following:

By the payment of Forty-seven and 45/100 - - - - (\$47.45) - - - 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 those lots, pieces and parcels of land lying and being in Alle-
gany County, Maryland, situate on the northeasterly side of Mt. Royal
Avenue, in the City of Cumberland and known and distinguished as part of
Lot No. 29 and all of Lot No. 30 in Gates Addition, a plat of which said
addition is of record among the Land Records of Allegany County, Maryland,
in Liber No. 113, folio 536, said property being described as follows:

LOT NO. 30

BEGINNING for the same at a point on the northerly side of Mt.
Royal Avenue distant south sixty-six degrees and ten minutes West eight
hundred and eleven feet from the intersection of the northerly side of Mt.
Royal Avenue with the westerly side of Fayette Street, extended, and
running thence with Lot No. 29, north twenty-three degrees and fifty minutes
West one hundred twenty feet to a sixteen foot alley; thence with it South
sixty-six degrees and ten minutes West fifty feet; thence South twenty-three
degrees and fifty minutes East one hundred twenty feet to Mt. Royal Avenue;
thence North sixty-six degrees and ten minutes East fifty feet to the beginning.

PART OF LOT NO. 29

BEGINNING for the same at the end of the first line of Lot No. 29
(being also the beginning of Lot No. 30 as hereinbefore described) and running
thence with the second line of said Lot No. 29 and with the first line of Lot
No. 30 as aforesaid, North twenty-three degrees fifty feet West one hundred
twenty feet to a sixteen foot alley, thence with it North sixty-six degrees ten
minutes East twenty-five feet, thence across Lot No. 29 South twenty-three
degrees fifty minutes East one hundred twenty feet to Mt. Royal Avenue,
thence with it South sixty-six degrees ten minutes West twenty-five feet to
the place of beginning.

It being the same property which was conveyed by Peter W. Traynor et ux to Bert J. Graham et ux by deed dated , 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.

"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 323 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 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. Leorge, 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 Hundred and 00/100 - - - - - (\$7500.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to 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-

...herby 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 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 hereon, 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 advantage of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors' written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives, and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

George W. Legge

Bert J. Graham [SEAL]
Bert J. Graham

Caroline B. Graham [SEAL]
Caroline B. Graham

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 9TH day of July
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

Bert J. Graham and Caroline B. Graham, 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.

T. Metzger City
July 14 1954

FILED AND RECORDED JULY 14th 1954 at 11:00 A.M.

This Mortgage, Made this *13th* day of

July in the year nineteen hundred and fifty-four, by and between

Harry E. Castle and Janet V. Castle, 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

Harry E. Castle and Janet V. Castle, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Thirty-Three Hundred (\$3300.00) ----- Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 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

Harry E. Castle and Janet V. Castle, 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 Southeast side of the Braddock Road, in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron stake standing on the Southeast side of the Braddock Road, said iron stake also stands at the end of the first line of the adjoining property conveyed by Dan F. Hendrickson, et ux, to Anthony A. Kruczewski, et ux, by deed dated the 11th day of July, 1953, and recorded in Liber No. 251, folio 405, one of the Land Records of Allegany County, said stake also stands at 272 feet on the first line of the whole property of which this is a part as conveyed by Webster B. Long, et ux, to Jacob Lafferty by deed dated the 23rd day of February, 1905, and recorded in Liber No. 97, folio 43, one of the Land Records of Allegany County, and running thence with the said Southeast side of the Braddock Road and part of the first line of the said Lafferty whole property (Magnetic bearing as of the said Lafferty deed and with Horizontal Measurements), North 56 degrees and no minutes East 60 feet to an iron stake, thence leaving the said Braddock Road, South 30 degrees and 15 minutes East 140-9/10 feet to an iron stake standing on the third line of the said Lafferty whole property, thence with part of the said third line, South 56 degrees and no minutes West 70 feet to an iron stake standing at the end of the second line of the aforementioned Kruczewski property, thence reversing the said second line, North 26 degrees and 15 minutes West 142 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Jacob Lafferty and wife, by deed dated the *13th* day of July, 1954, and to be duly filed for record among the Land Records of Allegany County, Maryland.

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

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

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Thirty-Three Hundred (\$3300.00) ----- 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-Three Hundred (\$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 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.

DEER 305 200 597

ATTEST:

Harry E. Castle (SEAL)
Harry E. Castle

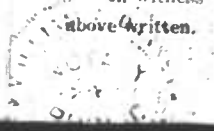
Janet V. Castle (SEAL)
Janet V. Castle

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 13th day of July 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

Harry E. Castle and Janet V. Castle, 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.



Wm A. Sawyer
Notary Public

*Compared and Delivered
Wetzel City
July 19 1954*

FILED AND RECORDED JULY 14th 1954 at 2:00 P.M.

This Mortgage, Made this 14th day of

July in the year nineteen hundred and fifty-four, by and between

George C. Jones and Loretta M. Jones, 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 C. Jones and Loretta M. Jones, 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 September 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 C. Jones and Loretta M. Jones, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of land lying and being on Polk Street in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

All that lot or part of Lots Nos. 7 and 8 in Blocher's Addition to Cumberland, being the Western portion of said lots lying between a line running through the center wall of the double house standing on the whole of Lots Nos. 7 and 8, which said double house is known as Nos. 131 and 133 Polk Street, and the Western line of said whole Lots Nos. 7 and 8, and running at right angles to said Polk Street. Said property hereby intended to be conveyed being improved by the half of the aforesaid double house and is known as No. 131 Polk Street, having a frontage of 19 feet, more or less on the Southerly side of Polk Street and extending back for a depth of approximately 60 feet.

It being the same property which was conveyed unto the said Mortgagors by Emma F. Jones, widow, by deed dated July 3, 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 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 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:

George C. Jones (SEAL)
George C. Jones

Mary Ann Smith

Loretta M. Jones (SEAL)
Loretta M. Jones

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 14th day of July 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 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, the within named 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