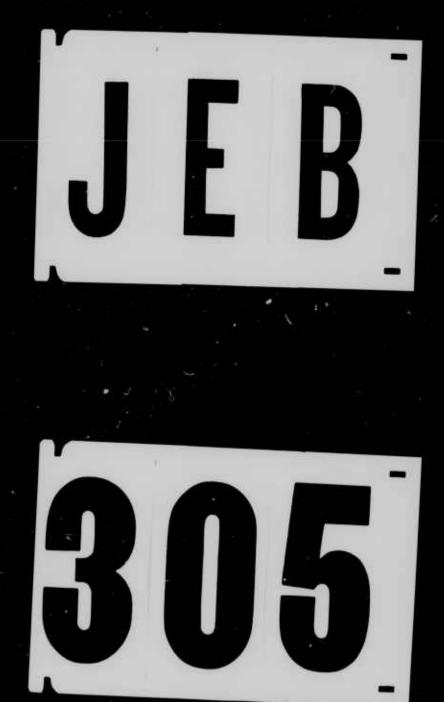
CLERK OF THE CIRCUIT COURT ALLEGANY COUNTY STATE OF MARYLAND

LAND RECORDS

TATIL A - ATTIALE

HALL OF RECORDS COMMISSION

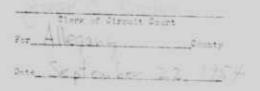
STATE OF MARYLAND



I hereby certify that the microshitographs expeating on this real of film are exact contex of the land records of the Clark of the Circuit Court for this County, State of Rardani.

These records are being microfilmed currents to Chapter 504, Acre of 1947, which requires the Clerks to file with the Condecimer 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 1963).



STATE OF MARYLAND

HR.RM 27 (2-1-54) Hall of Records Commission

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Th	ris Morty	Hundred and Rid	lst	day of June	
in th	ie year Nineteen	Hundred and Fif	fty-four	by by	and between
	Earl T.	Pryor and Gwen	L. Prvor bi		N 1220
of	Allegan				Î
parti	es of the firs	t part, and Nina	D. Lichtenst	e State of <u>Maryl</u> ein, of the Cit	and
ľ		Cumt	berland,	the cit	Y OT
					310
of	Allega	J	County, in the	State of Maryla	nd
part.Y_	of the sec	ond part, WITNESSE	TH:	4	-
princ: the ra of eac intera applie which first partie	ipal sum wi ate of thir ch and every est aforesai est shall be ed on the pr said sum or part agree	th interest the ty-four (\$34.00 y month hereaft id shall be pai first deducter incipal sum of sums of money	nd payable mon areon as above)) dollars per ter until the .d, from which and the bal this mortgag with interes same may be	of part stand in ad just sum of t Ogether with in per annum, said thly. The afor provided shall month on the f full principal monthly paymen ance thereof sha and to the pay t the said partidue due and payable it to anticipate late.	Interest esaid be paid at irst day sum and ts the all be yment of
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of, togeth	er with the inter	rest thereon, the said.	Earl T. P. his wifé,	ryor and Gwen L.	Pryor,
do	give, grant,	bargain and sell, conv	Vev. release and		
	N	ina D. Lichtens	stein, her	urm unto the said	1.1
heirs and		wing property, to-wit		TT I THE AREA	
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side of Run in L a southe with the	wighter VITS	gany County, Ma	aryland, dista	t along the eas mal Pike to the nt 75 feet, mea from its inters running thence	Braddock
			a		den one

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LIDIR 305 PAGE 30

easterly side of said 25 foot street, south 47 degrees 23 minutes eas 50 feet; thence parallel to Arlington Avenue north 42 degrees 41 min-utes 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 conveved 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

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.

End it is Egreed 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 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.

Nina D. Lichtenstein, her

Clarence Lippel

heirs or assigns, and

heirs, executors, administrators and assigns, or Clarence Lippel time thereafter, to sell the property hereby mortgaged or so much therof as may be neces SALT. time increation, to sell the property hereby mortgaged or so much thereof as may be heceasary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner 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.

Nina D. Lichtenstein, her

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.

LIBER 305 PAGE 31.

Hnd the said Berl T. Pryor and Gwen L. Pryor, his wife,

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)

and to eause the policy or policies issued therefor to be so framed or endorsed, as in ease of fires, to inure to the benefit of the mortgagee ,----- her

heirs or assigns, to the extent of their lien or claim hercunder, and to place such policy or

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

Mittuess, the hand and seal of said-mortgagor

Attost . Carence I Earl JOyou Earl T. Pryor __[SEAL] [SEAL] Shun & Cay [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 aforegoing 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

Dona Rita

Notary Public

mortgage is true and bona fide as therein set forth. and the C. S.

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

UDER 305 PAGE 30

easterly side of said 25 foot street, south 47 degrees 23 minutes eas 50 feet; thence parallel to Arlington Avenue north 42 degrees 41 min-utes 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 olace 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. 220 folio 653 a reference to which said deed is hereby Liber No. 229, fol particularly made. folio 653, a reference to which said deed is hereby

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

helrs, 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

part to be the meantime do and shall perform all the covenants herein on____ their

performed, then this mortgage shall be void.

End it is Egreed 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

Clarence Lippel

heirs or assigns, and

helrs, executors, administrators and assigns, or NNS, her WHINNEH duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be need and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner 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_

Nina D. Lichtenstein, her

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.

LIBER 305 PAGE 31.

End the said Warl T. Pryor and Gwen L. Pryor, his wife,

insure forthwith, and pending the existence of this mortgage, to keep insured hy 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) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,

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.

Mitness, the hand and seal of said mortgagor

Attest areuse

Earl Joyou [SEAL] [SEAL] Swen L. Pryor _[SEAL]

Dona Rita

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this lat 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 aforegoing 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.

WITH SS my hand and Notarial Seal the day and year aforesaid.

Compared and Mailed 1 Bloomy To May Insthery Md



FILED AND RECORDED JUNE1" 1954 at 11:55 A.M.

day of May

This Mortgage, Made this 24*

by and between WALTER G. MINNICK and ANNA L. MINNICK, his wife,



5110

19.54

of Allegany County, Maryiand, parties of the first part, herein after cailed 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 Maryiand, party of the second part, hereinafter cailed the "Mortgagee."

unhereas, the Mortgagor, being a member of said Society, - has received therefrom a loa

of THIRTY-FOUR HUNDRED FIFTY - - - - - - - DOLLARS (\$3450.00 being the balance of the purchase money for the property hereinafter described

End Unbereas, 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:

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 (8) to the payment of the aforesaid principal sum.

Hid Unbereas, 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:

Row Ubcrefore, 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.

Cogetber 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 greed 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 bave and to bold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

"Drovided," 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 evolutions and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

End the Mortgagor hereby covenants and agrees with the Mortgagee, its succe signs, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its

LIBER 305 PAGE 33

successors and assigns, during the continuance of this Mortgage, the sum of

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DOLLARS

(\$) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to con-stitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus re-maining after the payment of said charges may, at the option of the Mortgagee, be credited as a pay-ment on account of the principal mortgage debt; and the Mortgager further arrays that should said ment 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, per-sonai 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 levicd 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 hcreinafter provided, any baiance 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 fore-

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 eity taxes, and insurance pre-miums, 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 pre-miums without may be a stated to be and insurance pre-miums without may be a stated to and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affect-ing its right to foreciose 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 shail become a part of the indebtedness hereby secured.

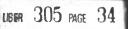
THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or sulfer any waste thereon, and to insure and keep insured said impro-vements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to de-liver and policies to the Mortgagee its successors and assigns. liver said policies to the Mortgagee, its successors and assigns.

Hnd 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 premis
- (b) That upon a defauit in any of the covenants of this mortgage, the Mortgagee shall be entitied, 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.

End it is Egreed that until default be made in the premises, the Mortgagor, his heirs, per-sonal representatives or assigns, may hold and possess the aforesaid property.

Ind in case of any default being made in any of the payments, covenants or conditions of this Mortgrage, the whole mortgrage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgrage debt then due 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 mort-grage 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 Savinge and Loss Society of Frostburg. Meryland, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent of as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in ther-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 is some newspaper published in Allegrap County, Maryland, which said sale shall be at public suction, and if said pro-venient parcels, as may be deemed advisable by the purchaser to publich deem newspaper published in Allegrap County, Maryland, which said sale shall be at public suction, and if said pro-venient parcels, as may be deemed advisable by the purchase indicates to said and said string from tail and shall be applied, first, to the payment of all costs and expenses indicates to said and owing, costs and as it deast thereof, including tures, water rents, and all public charges due and even owing, to said a said shall be the proved at an a side and distribu-tion and thereof, including tures, water rents, and all public charges date owing, ord as



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.

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

WITNESS as to all:

Walter G. MINNICK (SEAL) Innad. Minnick. (SEAL)

State of Maryland, Allegany County, to-wit:

Boithur

J hereby certify, That on this <u>244"</u> day of <u>May</u>, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared <u>Walter G. Minnick and Anna L. Minnick</u>, his wife,

the Mortgagor herein, and acknowledged the aforegoing instrument of writing to be

______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 aforegoing 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.

FILED AND RECORDED JUNE 1" 1954 at 11:55 A.M. Ohis Mortgage, Made this____ 29 0

day of May

Compared

Mtgel 106 f Laber

, by and between

in the year Nineteen Hundred and fifty-four

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

LIGER 305 PAGE 35

of Allegany

County, in the State of Maryland, part ica _____of the first part, and _____

IRVING MILLENSON,

Allegany of

County, in the State of Maryland, part_y___

of the second part, WITNESSETH:

Therras, 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 thereoi, together with the interest thereon, including any future advances, the said part ies of the first give, grant, bargain and sell, convey, release and confirm unto the said party part do of the second part_ his

_heirs and assigns, the following property, to-wlt:

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,

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 # 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 Deeda 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

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

LIBER 305 PAGE 36

Provided, that if the said part is 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

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

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 mort-gage, whether the same shall have been then matured or not; and as to the balance, to pay it over

to the said part ics 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.

BilttPBB, the hands and seals of said mortgagor s.

Witne assiail [Seal] Elsie m Sta [Seal] a parton parties and [Seal] [Seal] ADILD TH BUILDING

Υ**r**

LEER 305 PAGE 37 State of Maryland, Allegany County, to-wit: I hereby certify. That on this 29 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 aforegoing 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. AVITISANS my hand and Notarial Seal the day and year aforesaid. Catty ann Danis Notary Public

FILED AND RECORDED JUNE 1" 1954 at 12:10 P.M. This Mortgage, Made this 1-1 day of JUNE year Nineteen Hundred and fifty-four_____by and between_____by Real G. Wilson and Georgia J. Wilson, his wife,

Company

To Te st.

and

fine little

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 mortgages.

WITNESSETH:

URDETERS, the said mortgages has this day loaned to the said mortgagors, the sum of <u>Sixty-five Hundred & 00/100 - - - (\$6500.00)</u> ------Dollars, which said sum the mortgagers agree to repay in installments with interest thereon from the date hereof, at the rate of <u>Si</u> per cent, per annum, in the manner following: LIGER 305 PAGE 38

By the payment of Forty-four & 72/100 - - - - 1844.72 - - - - Dollarson or before the first day of each and every month from the date hereof, until the whole of saidprincipal 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) tothe payment of interest; (2) to the payment of all taxes, water rent, assessments of public chargesof every nature and description, ground rent, fire and tornado insurance premiums and othercharges 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 thegranting 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 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 mortgages 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.

Cogether 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 bold the above described land and premises unto the said mortgagee,

305 PAGE 39

its successors and assigns, forever, provided that if the said mortgagors , <u>their</u> 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 ontheir part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the inter-est thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be neces-or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place; manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such asle to apply first, 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, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Endthe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-gagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least 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 hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage debt.

End 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.

as may be necessary to protect the mortgage under the terms and conditions herein set forth. In consideration of the premises the mortgagors, for themseives and their heirs, and person-mortgagee on or before March 15th of each year tax recipts evidencing the payment of all laws. fully imposed taxes for the preceding calendar year; to deliver to the mortgage recipts evi-dencing the payment of all liens for public improvements within ninety days after the same shall mental isvies 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 mortgage, and at the option of said property, or any part thereof, and upon the failure of the mortgages, and at the option of the mortgage may be made on the mortgage, immediate repayment of all be by the buildings on said property, or any part thereof, and upon the failure of the mortgagers, and at the option of the debt hereby secured and the failure of the mortgagors. To comply mortgage, and at the option of the mortgage may, without notice, institute proceedings to foreclose this of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of the mortgagers, and at the option of the appointment of a receiver to collect the rents and profits of said premises and property be acquired by any person, persons, partnership or corporation - other than the mortgagers, by voluntary or involuntary grant or assignment, or in any other manned, withen the whole derived property be acquired by any person, persons, partnership or corporation - other than the mortgagers, by voluntary or involuntary grant or assignment, or in any other manned, whole the mortgage written consent, or should the same be encumbered by the mortgagors, their heirs of aid personal representatives and assign, without the mortgage's written consent, then the whole default in the payment of any monthiy installments, as herein provided; (5) that the

Hittess, the handsand seabof said mortgagors .

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Wilson Wilson (SEAL) J. a. Wikon [SEAL] [SEAL]

[SEAL]

LIBER 305 PAGE 40 State of Maryland, Allegany County, to-wit: I hereby certify, That on this 157 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 aforegoing 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. f law. 101 51 WITNESS my hand and Notarial Seal the day and year aforesaid. teres L. Ha . Notary Public. Compared cure To Des A. Luge acty arty FILED AND RECORDED JUNE 1" 1954 at 12:20 P.M. PURCHASE MONEY This Mortgage, Made this 28 th day of May in the year Nineteen Hundred and EMERIC Fifty Four by and between Rose A. Pitzer Allegany County, in the State of Maryland, of 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 mortgages. WITNESSETH: mhereas, 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 agree a to repay in installments with interest thereon from

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LIBER 305 PAGE 41

By the payment of **Forty Four and 99/100** (144,99) Doliars, on or before the first day of cach 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 Thrrefore, in consideration of the premises, and of the sum of one dollar in hand 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 eegive, 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 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 eaid addition is recorded in Liber E, Folio 76, one of the Land Records of Allegany County, Maryland, which eaid parcel is more particularly described as follows, to wit:

Beginning for the eame at a point on the coutherly eide of North Centre Street distant 64.75 feet measured in a westerly direction along the southerly eide of North Centre Street from its intersection with the center of the double brick dwelling situated on that part of Lot No. 17 in eaid addition next to Cheetnut Alley, and running then with the coutherly eide of North Centre Street North 60 degrees 45 minutes Weet 36 feet to the easterly side of Weet Alley, then with the easterly side thereof South 29 degrees 15 minutes West 65 feet to the northerly side of an 8 ft./alley, then with the northerly eide thereof South 51 degrees 55 minutes East 36.4 feet to intersect a line drawn at right angles to North Centre Street from the point of beginning, and then North 29 degrees 15 minutee 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 deede, the first from Jamee 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 covenant s to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, eo 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 eums of money at any time for the repair and improvement of buildings on the mortgaged premises and any eums of money so advanced shall be added to the unpaid balance of this indebtednees

The said mortgagor hereby warrant s generally to, and covenant s with, the said mort-gages 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 ahe will execute such further assurances as may be requisite.

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

In 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 , <u>her</u> 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.

LIBER 305 PAGE 42

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 _______, 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 sald sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have the matured or pott and or to the balance to new it over to the said mortgage.

have then matured or not; and as to the balance, to pay it over to the said mortgagor , <u>her</u> heirs or assigns, and in case of advertisement under the above power but no saie, one-half of the above commission shall be allowed and paid by the mortgagor , <u>her</u> representatives, heirs

And the said mortgagor, , further covenant s to insure forthwith, and pending the exis-tence 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) amount of at least <u>rive incusand rive number (0) 000000</u> 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

And the said mortgagor , as additional security for the payment of the indebtedness hereby secured, do as 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.

(SEAL)

the mortgages's written consent, or should the same be encumbered by the mortgages', <u>har</u> heirs, personal representatives and assigns, without the mortgages's written consent, then the whoie of said principal sum shall immediatly 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 aforegoing covenants or conditions for thirty consecutive days.

Wittens, the hand and seal of the said mortgagor

Roce a. Pitzee (SEAL) Williem Harman ROSE A. PITZER (SEAL)

LIGER 305 PAGE 43

State of Maryland, Allegany County, to-wit:

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

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Rose A. Pitzer (divorced)

the said mortgagor herein and she acknowledged the aforegoing 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 bons 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

al the day and year aforesaid. Notary Public

FILED AND RECORDED JUNE 1" 1954 at 12:20 P.M. This Anrigage, Made this <u>107M day of MARCH</u> in the year Nineteen Hundred and fifty- four by and between The Trustess of Agur Chapal Methodic Episcopal Church, South Cumberland, Allegany County, Maryland, a corporation duly incorporated and organized under the laws of the second part frederal 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:

Unbereas, the said mortgages has this day loaned to the said mortgagors, the sum of Tan 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 52 per cent. per annum, in the manner following:

By the payment of One Bundred Eight and 53/100 (\$108. 53)

on or before the first day of each and every month from the date hereof, until the whole of add 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 mortgrages in the following order: (1) to LUBER 305 PAGE 44

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 Le 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 followe, to wit: Lots Nos. 229, 230, and 232: Beginning for the same on the northerly side of Humbird Street at the and of the first line of Lot No. 228 in said addition, and running then with said streat South 532 degrees East 90 feet to the wasterly side of an alley, then with said allay North 362 East 125 feet to another alley; then with that allay North 538 degrees West 90 feet to the end of the second line of said Lot No. 228, and then with said line reversed South 362 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 st 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, Folie 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 and of the first line of Lot No. 293 in said addition, and running then with said Humbird Street South 531 degrees East 60 feet, then South 361 degrees West 125 feet to the northerly side of an alley, then with said alley North 532 degrees West 60 feet to the end of the second line of said Lot No. 293, and then with said second line reversed North 362 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. Pouder et ux dated November 15, 1918, which is recorded in Liber 125, Folio 520, one of the Land Records of Allegany County, Naryland.

LOTS NOS. 296 and PART 297: Beginning for the same on the southerly side of Humbird Street at the intersection thereof with the easterly eide of an alley, and running then with said side of said etreet South 531 degrees East 50 feet, then at right angles to eaid Humbird Street South 362 degrees West 125 feet to the northerly side of an alley, then with said side of eaid alley North 532 degrees West 50 feet to the easterly side of the alley first above mentioned, and then with eaid side of that alley North 362 degrees East 125 feet to the place of beginning.

Being the same property whichwas conveyed unto the party of the first part by deed of Trustees of Emmanuel Methodist Church of recent date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

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

The Mortgagors covenant 0 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.

LIDER 305 PAGE 45

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 6 generally to, and covenant 6 with, the said mort-gagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do 11 covenant that 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 bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor , **11a** successors **kots:** are noted assigns, forever, provided that if the said mortgagor , **11a** 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 its successors on _1ts part to be performed, then this mortgage shall be void.

Bnd it is Egrecd 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 aforesald, or of the Inter-est thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be neces-say and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale In some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, 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 sald mortgagors, heirs or assigna, and In case of advertisement under the above power but no sale, one-half of the above commission ahall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe sald mortgagors, further covenant; to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-gagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount

of at least **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 dabt

End the sald 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 failing due from sald 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 proceedinga as may be necessary to protect the mortgage under the terms and conditions herein set forth.

as may be necessary to protect the mortgage under the terms and conditions herein set forth. In consideration of the premises the mortgagers, for themselves and their heirs, and person-mortgages on or before. March 16th of each year tax recipts evidencing the payment of all hav-fully imposed taxes for the preceding calendar year; to deliver to the mortgage recipts evi-dencing the payment of all liens for public improvements within ninety days after due date all govern-within the indebtedness secured by this mortgage. (2) to permit, commit or suffer no waste, impairment or all liens for public improvements within ninety days after due date all govern-with way from the indebtedness secured by this mortgage. (2) to permit, the mortgage recipts evi-mental levies that may be made on the mortgage diproperty, or any part thereof, and upon the failure of the mortgager. To leep the building on said property or any part thereof, and upon the failure of the mortgages, and at the option of the appointment of a receiver, as hereinafter provided. (3) and the holds the same and apply for the appointment of a receiver, as hereinafter provided. (4) and the holds of the mortgager is an encode it, shall be entitled (without regard to the adequacy of the mortgager, in any action to farecelose it, shall be entitled portegins to foreclose this provide account therefore as the Court may direct; (4) that should the title to the herein mort-mentarizes and account therefore as the Court may direct; (4) that should the title to the herein mort-mortgagers, by voluntary or involutary grant or assignment, or in any other mortgagers, they the whole and principal autimediate become and owing as herein provided; (5) that the whole of and principal autimediately become and owing as herein provided, then the whole the mortgagers within execution to mortgage for a section of oregoes it, shall become due and demandable fitter the proventy be acquired by any performance of an ord provided, shall have continded to the mo

B CONTRACT : 1-PORTO A

LEBER 305 PAGE 46 Hitness, the hand and seal of said mortgagors THE TRUSTIES OF AGUR CHAPEL METHODIST EPISCOPAL CHURCH, SOUTH CUMBERLAND, ALLEGANY COUNTY, MARYLAND, A MARYLAND CORPORATION BY Attest: This. Edu no EDNA NOBLE, TREASURER Vingil Bishop, PRESIDENT XXXXXXXX Vennetta. PASTOR [SEAL] State of Maryland, Allegany County, to-wit: I hereby certify, That on this_ 10TH _day of ANARCH in the year nineteen Hundred and Fifty - four a Notary Public of the State of Maryland, in and for said County, personally appeared , before me, the subscriber, Virgil Bishop, President of The Trustees of Agur Chapel, Nethodist Episcopal Church, South Cumberland, Allegany County, Maryland, a. Maryland corporation, the said mortgagors herein and he acknowledged the aforegoing mortgage to be their area its corporate and deed; and at the same time before me also personally appeared George W. Legge, Attorney and act 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 the proper authority to make this affidavit as agent for the said mortgagee. WITNESS my hand and Notarial Seal the day and year aforesaid. - Anthony Notary Public

- 1

Compared and Mainer Jacune C T. Magel Hunder 10

May June

LIEER 305 PAGE 47

FILED ALD RECORDED JUNE 2" 1954 et 9:10 h.... This Mortgage, made this 1 day of

, in the

year Nineteen Hundred and flfty-four , by and between

Paymond L. Donahue, widower,

hereinafter called Mortgagor expression shall include h1.5 , which • heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part yof the first part and

warm F. Carolan and Mary A. Carolan, his wife,

hereinafter called Mortgagee \exists , which expression shall include the ln tatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part 1 3 of the second part, witnesseth: heirs, personal represen-

WHEREAS, the said Mortgager is justify and bona file indebtes and the said Mortgagees in the full sum of Thirteen Hundred (\$150.10) is lass, which said indebtedness is payable three years after such here (5%) per annum, interest thereon at the rate of Five per centum aforesals.

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

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 grant, convey, release and confirm unto the said Mortgagee 5 the following property, to-wit: hereby bargain and sell, give,

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

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 Mathies M. Stegmaier, et ux, by deed dated May 14, 1940, and recorded in Liber 209, fo lo 36, one of the Land Records of Allegany County, Mary-land, and running thence in a Southerly direction and with a line parat-let to Schade's Lane, b30 feet, more or less, to intersect the division line between the Schlund property and the Stegmaler 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 endof 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 / 2 day of 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 $_{\rm S}$ 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 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 3 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 George R. Hughes, their

duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to

BER 305 PAGE 48 The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident The proceeds arising from such sale shall be applied: first, to the payment of all expenses incluent 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 convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee 3, the improvements on the hereby mortgaged land to an amount of at least only con Fundred (\$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 3 to the extent of the 1 n lièn or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee 3 ; and to pay to inure to the benefit of the Mortgagee 3 lièn or claim the premium or premiums for said insurance when due. WITNESS the hand and seal of said Mortgagor Attest: Lane & Actusion Royana & L' Monsher (SEAL) Symond L. Donahue (SEAL) STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: in the year l hereby certify that on this 👘 🎢 day of 19 54, 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_____1_3 act and deed. And at the same time, before me, also personally appeared Howard T. Carolan Mary A. Camplan, his wife, ----·-· ·0 - '' _____the within named Mortgagee3 , and made oath in · - - - due form of law that the consideration in said mortgage is true and bona fide as therein set forth. P_{USV} with ESS my hand and Notarial Seal the day and year last above written. MM a Jackey Notary Public CANY OF Compared and Majiel 1000 To Earl & Manger act, City June 4 ND RECORDED JUNE 2" 1954 at 10:20 A.M. This Mortgage, Made this 7 2 day of Apres They in the year Nineteen Hundred and Fifty-four by and between Hilda M. otewart, widow, Allegany_County, in the State of Maryland of. part y of the first part, and Gladys L. Brooks

E.A.

LIGGR 305 PAGE 49

Allegany County, in the State of Mary Land

part of the second part, WITNESSETH:

of

Whereas, the Party of the First Part is justly and bona fidely indebted unto the Party of the Decond Part in the full and just sum of Two Hundred twenty-five (\$225.00) bollars, and Which said sum shall bear interest at the rate of six per cent (0%) per annum; and which said principal sum and interest shall be repaid in equal monthly installments of Fifteen (\$15.00) bollars; 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 rirst part to prepay any or all of said principal sum and interest at any time prior to its maturity.

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 <u>milda A. Stewart</u>, widow,

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

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

1

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

BEGINNIAG for the same on the northwesterly side of fale 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 52 degrees 30 minutes west 75 feet; thence at rfsht angles to suid street, north 57 degrees 30 minutes west 110 feet to the southeasterly side of a 20-foot alley; and with it, north 52 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. Stitcner, et ux, to Harris E. Judy by deed dated June 19, 1923, and recorded in Liber 40. 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 Deptember 4, 1936, admitted to probate by the Orphans' Court for Allegany County, Maryland, on January 14, 1936, and recorded in Liber S, folio 34, one of the Wills Records in the Office of the Register of Wills for said

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 Wili and Testament, Said will dated July K2, 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. Stwwart, 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 denveyed by deed dated the 8th day of May, 1951, by Cleo O. Beaver and Darrell F. Beaver, her

liber 305 page 50

husband, to Hilda M. Stewart, and which said deed is of record among the Land Records of Allegany County, Maryland, in Liber No. 200, folio 548; a specific reference to said deeds and wills isnereby 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 Hilds M. Stewart, her

heirs, executors, administrators or assigns, do and shall pay to the said GLAGYS L. BROOKS, her -

executors, administrators 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 eovenants herein on her _____ part to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said

diida 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 Hilds 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_____

Gladys L. Brooks, her

heirs, executors, administrators and assigns, or <u>Earl E. Manges</u> 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 therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days potica of the time, place, manner and terms of sale in some newspaper published in **ZOMEN ACHIENCE** Maryland, which sale shall be at public 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

- A

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.

End 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 mortgages 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 fires,

LIEBR 305 PAGE 51 policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.. Mitness, the hand and seal of said mortgagor : Attest: Hilds M. Stewart [SFAL] State of Maryland, Allegany County, to-wit: I hereby certify, That on this 17 that 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 niida M. Stewart, widow, and ____acknowledged the aforegoing mortgage to be_ Der 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. car it mus R 1 a milie 63 mitge City FILED AND RECORDED JUNE 2" 1954 at 9:10 A.M. Purchase Money This Mortgage, Made this 1st day of in the year mineteen 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 in 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, Aller many Cox

Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth;

Whereas, the said

Richard Oswald Clingerman and Mernie Elizabeth Clingerman, his wife,

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stand indebted unto the said The Liberty Trust Company in the just and fuil 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-rate 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. 22C), 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 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.

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, 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 improvments 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. LIBER 305 PAGE 53

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 levled 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:

Stand Land

Richard Oswald Clingerman

lert

Hernie Elizabeth 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 mortgages 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 maid Charles A. Piper

, did further, in like manner, make oath that he is the President, and agent or attorney for said

Compared and section I allowed of Tre Mtgue City

LIGER 305 PAGE 54

FILED AND RECORDED JUNE2" 1954 at 9:10 A.M.

day of

, by and between

This Mortgage, Made this ______

in the year nineteen hundred and fifty-four

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

May

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 S1x (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 642 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 s, rebruary 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.

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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 jession in the year 1945 or any Ameniments 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 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 pair of the mortgage debt.

And it is agreed that the powers, alignistisms and covenants aforesaid are to extend to and bind

LINGR 305 PAGE 56

the several heirs, executors, administrators, successors or assigns, of the respective partles thereto.

WITNESS, the hand and seal of said mortgagor. Robert P. BambillsEAL) Robert P. Barnhill ATTEST: Thomas & Keech Ethel S. Barnhill (SEAL) STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I hereby Certify, that on this 28th 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 aforebaid, personally appeared Robert P. Barnhill and Ethel S. Barnhill, his wife, each acknowledged, the foregoing mortgage to be and deed; and at the same time, before me, also personally appeared Charles A. Piper their act and 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

dld 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.

withdes whereof I have hereto set my hand and affixed my notarial seal the day and year bove for the IAA a

Scadiebus Notary Pub

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Filed and RECORDED JUNE 2" 1954 at 9:10 A.M.

THIS MORTGAGE, Made this 284 day of many , 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 Béss 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-Pive (\$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 centu

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LIBER 305 PAGE . 57

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(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, togetKer 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/f/A dated July 11, 1949, its successors or assigns, the following property, to-wit:

All that Northerly portion of Lot No. 8 of Amcelle 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 Amcelle 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.

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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,

LIDER 305 PAGE 59

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 publisher in Commberland, 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:

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STATE OF MARYLAND COUNTY OF ALLEGANY

· TO WIT:

I HÉREBY CERTIFY, That on this **FAA** day of **Mary**, 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 aforegoing 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.

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LIGER 305 PAGE 61

WITNESSETH:

Ull bereas, the said mortgagee has this day loaned to the said mortgagor 5 , the sum of <u>Six Thousand Five Hundred Fifty & 00/100 - - (\$6550.00) - - - - Dollars</u>, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof at the rate of 5k

the date hereof, at the rate of $5\frac{1}{2}$ per cent. per annum, in the manner following:

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 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 b. 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 ark 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

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It is arreed that the Mortgages may at its option advance sums of money at any line for the payment of premiums on any Life Insurance policy assigned to the Mortgages or wherein the Mortgages is the Beneficiary and which is held by the Mortgages 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 Mortgages 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 mortgages 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 thay will execute such further assurances as may be requisite.

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

presents.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, <u>their</u> 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 ontheir part to be performed, then this mortgage shall be void.

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And it is Harced 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 mortgagor⁵ hereby covenant to pay when legally demandable.

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Eut in case of default being made in payment of the mortgage debt aforesaid, or of the interst thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to 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,

presents are nerecy declared to be made in trust, and the said mortgagee, its successors or assigne, or <u>recredent in the said mortgage</u>, 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, <u>their</u> heirs or assigns, and 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, <u>their</u> 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 mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least <u>Six Thousand Five Hundred Fifty & 00/100 - (\$6550.00)</u> – 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 mortgage, 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 mortgage, or the mortgage debt.

And the said mortgagor 5, 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.

the mortgagee's written consent, or should the same be encumbered by the mortgagors , <u>their</u> 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 aforegoing covenants or conditions for thirty consecutive days.

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

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Attest: WilliamtHarman (SEAL) Alleysian Quyang to this (SEAL) (SEAL)

UNER 305 PAGE 63

State of Maryland, Allegany County, to-wit:

of.

I hereby certify, That on this 157 day of 10 ~E

James W. Melton and Catherine A. Melton, his wife,

the said mortgagors herein and they acknowledged the aforegoing 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 mortgages.

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

Notary Public

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Compared of My Carrie 19 7 The J. L. Richards att,

FILED AND RECORDED JUNE 3" 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 Fanaler and Millie Fanaler, his wife,

Allegany County, in the State of Maryland

part 108 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 mortgages. WITNESSETH:

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

 THIRTY-FIVE HUNDRED
 Dollars,

 which said sum the mortgagor a ngree 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:

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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.

How Therefore, in consideration of the premises, and of the sum of one dollar in handpaid, 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 eituated 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 Elock 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 Asterly 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 Recorde of Allegany County, Maryland, in Liber 221, folio 369, to which eaid deed special reference is hereby made for a complete description of the portion conveyed as aforeeaid.

This being a part of the same land which was conveyed by Healey A. McGraw and Mary C. McGraw, hie 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 \$15 acree 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 boom and bath, full basement, asbestoes slding and roofing and improvements in the mitchen and all loan funds will be used for the purpose of purchasing the property and making eaid 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, waya, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the aforesaid parcei of ground and premises unto the said mort-

gages, its successors and assigns, forever, provided that if the said mortgagor s, <u>their</u> heirs, executors, administrators or assigns, do and shall pay to the said mortgages, 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 light to be performed, then this mortgage shall be void.

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Bnd it is Egreed 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 aforesald, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to 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, in-cluding 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

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shall be allowed and paid by the mortgagor **s**, their representatives, heirs or assigns,

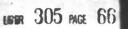
End the said mortgagor s, thair heirs, executors, adminstrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

THIRTY-FIVE HUNDRED

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 a to keep the buildings on said property, or any part thereof, and pair, 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 en-tire 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 corpor-ation , 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 principal sum gage 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 aforegoing 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.

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

Rosalie a. Craffice plan to (SEAL) (SEAL) Mille Jangler (SEAL) (SEAL)



Blate of Maruland,

Allegany County, to-mit:

I hereby certify, That on this

day of June Inl.

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 mortgagois herein and they acknowledged the aforegoing mortgage to be thekr 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. WIENERS my hand and Notarial Seal the day and year aforesaid.

Notary Public

Rosalie a. Crabbie

care Compare The H. Legge atty City

1.413 :50

FILED AND HE CORDED JUNE 2" 1954 at 2:50 P.M.

This Mortgage, Made this 2 NU day of JUNE ____ in the

year Nineteen Hundred and fifty-four ____by and between_

John A. Kelley and Betty Buth Kelley, 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:

Unbereas, the said mortgages 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 42 per cent. per annum, in the manner following:

By the payment of <u>Seventy-two & 80/100 - - (\$72.80)</u> - - - - - Dollar on or before the first day of each and every month from the date hereof, until the whole of an principal sum and interest shall be paid, which interest shall be computed by the calendar mont and the said installment payment may be applied by the mortgages in the following order: (1) the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charge charges affecting the hereinafter described premises, and (3) towards the payment of the afor said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance. (1) to

How Cherefore, in paid, and in order to secure the together with the interest then

LIPER 305 PAGE 67

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 fouth 53 degrees 26 minutes dest)for a distance of 52.86 feet, then with part of the radius of said curve South 48 degrees Wast 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 Hast) 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 Nest) 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 Sast) 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."

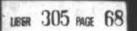
It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, 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 Mortgages 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 mortgagers hereby warrant generally to, and covenant with, the said mortgages 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 merigage herein, and do



covenant that they will execute such further assurances as may be requisite.

Cogcther 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, <u>their</u> 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 Barced 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 necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public 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.

Enothe 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) - - - Dollarsand 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 mortgage debt.

End 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.

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 mortgages as follows: (1) to deliver to the mortgages on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after due date all governmental levies that may be made on the mortgage 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 asid property in good condition of repair, the mortrage 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 keep the buildings on a increase in the amount of security, or the mortgage, and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgage 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 mortsaged 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 mortgage's written consent, or should the same be encumbered b

Tittess, the handsand seabof said mortgagors. Attest: a. Kelle (SEAL) [SEAL]

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State of Maryland, Allegany County, to-wit:

I hereby certify. That on this 2 20

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 Bith Kelley, his wife,

day of JUNE

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Notary Public.

the said mortgagors herein and they acknowledged the aforegoing 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.

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

FILED AND RECORDED JUNE 3" 1954 at 9:40 s.M. THIS MORTCAGE, Made this <u>1</u> day of <u>func</u>, 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 bons 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 2^{-1} day of -5^{-1} May -1954,

LIBER 305 PAGE 70

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.

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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. Schnidt and Ethel P. Schnidt, 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,

LIGER 305 PAGE 71

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and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PhOVIDED, 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 (#3,8(CC.CO) DolWars, 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, accessments 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.

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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 is 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 fand 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,

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and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

FROVIDED, 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 Lundred (*), $\ell(C,CC)$ bollars, together with the interest thereon, in the manner inc 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 voic.

AND I. IS AGREED, that until default be made in the premises, the suid parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, accessments 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 ϵ iving 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 rower, but no sale, one-haif 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 (43,800.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to indure to the benefit of the mortgagee, its successors or assigns, to the extent or its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the nortgagee 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. Schaide (SEAL) Joseph N. Schaidt

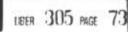
Notary Public Notary Public Commission empires May 2, 1955

Landix STATE OF MARYLAND

Ethel P. Schaidt (SELL) Ethel P. Schaidt

ALLEGANY COUNTY, to-wit: I HEREBY CERTIFY, That on this 2 aay of the 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 aforegoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, State and mortgage, and made oath in due form of law that the State and mortgage is true and bona fide as therein it c. uset forth.

WITNESS my hand and Notarial Seal.



Mailed 12 netzel at

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FILED AND RECORDED MAY 24" 1954 at 12:05 F.M.

THIS MORTGAGE, Made this How of May . , in the year Nineteen Hundred and Fifty Four, by and between Robert E. Barnard, Jr., and Josephine W. Barnard, 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 Sight 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, bargin 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 Dingle", an Addition to the City of Cumberland, a plat of which said Addition is recorded in Liber No. 111, one of the Land Mecords 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 sforesaid Lot No. 2; and with said second line reversed, North 3E degrees 5 minutes West 120.5 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 '9th 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 "innifred I. Storey, his wife, by Charles E. Metz and Maggie V. Setz, his wife, by dead dated the 16th day of February, 1945, and recorded in Liber No. 203, folio 44, one of the Land Records of Allegany County, Maryland, excepting however, a nerrow atrip of land inding on Greene Street Road which was conveyed by Charles E. Metz and wife to the State of Maryland, use of State Roads Commission, ty deed dated June 18, 1934, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 172, folio 7.

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

PROVIDED, that if the said perties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the aid party of the second part, its successors or assigns, the afore with sum of Ten Thousand Eight Hundred wollars (\$10,800.00), togeth r with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covonants herein on their 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 sforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby eccured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the asid party of the second pert, ite successore and asseigns, or *Margar R. Margary*, ite, hie, her or their duly constituted attorney or sgent, ere hereby suthorized end empowered et any time thereafter, to cell the property hereby mort and or so much thereof as may be necessary.

LIBER 305 PAGE 75

and to prent and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days: notice of the time, place, manner and terms of sale in some newsmaper published in Cumberland, taryland, which said sale shall be at public auction for each, and the proceeds arisin. from such sale to apply first to the rayment of all expenses incident to back mate, including all taxes livied, and a contribution of eicht per centuto the party selfing or making said sale; specially, to the payment of all monies owing under this contract, 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 mortgages or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Twitty theman Dollers (\$2000), 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 Furchase Money Mortgage.

Witness the hand and seal of said mortgagors.

Attest

Robert E. Bernard, Jr. (seel) Josephine . . Barnerd

STATE OF MARYLAND ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY, That on this 34 day of May, 1954, before me, the subscriber, a Notary Public of the State of Maryland

LIGER 305 PAGE 76

in and for the County aforesaid, personally appeared hobert \mathcal{L} . Marnard, Jr., and Josephine 4. Jarnard, his wife, and each acknowleared the afore oing mortgage to be their respective act and deed; and at the same time before we also personally appeared John H. MOSNET Caphier of the within named mortgages, and made oath in due form of law, that the consideration in said mortgage is true and bonk fide as therein set forth.

Illico my hand and Notarial Saal the day and year 1

written.

Compared and Muiled Pollans, 5 To Mutgue City

June.

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

in the year nineteen hundred and ------Fifty Four

This Mortnage, Made this _____ 4 ch -

day of by and between

William E. Knisoley 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:



Whrreas, the said Mortgagors are justiy 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 wherres, 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 improvments 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. THER 305 PARE 77

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

All that tract or marcel of law, containing three mores, we release if also in Election District No. 7, in Alle any Court, Maryland, a the estimates of the of theorem Board, dout 2, solids from the first of the ergent, ryland, much and conversibly T. Howard General et al. Allers S. a selected by deal inter mode on 2h, 1/3h, and recorded in Liber no. 1/2, folio 31, one is an action of Allerany Courty, maryland; being also the same records is deal in econim of Allerany Courty, maryland; being also the same records waysed by Alanda J. Valentime et al to T. Howard General containing about 7, action, by deed wated April 22, 1/21, and recorded in Liber No. 130, folio 50, of said Lam. Records, excepting, however, all that part of same conveged away by the said T. Howard General and T. Howard General et al in two deeds, one to fillian . molecular to give about 3.7h96 acres, dated July 5, 1921, and recorded in liber No. 137, folio 561, or said than becords, the other to Clinton M. General, about one arre, the el December 11, 1926, and recorded in Liber to 152, folio 207, of said Land Records. Reference to said deeds is hereby rade for a further description.

Go have and to hold the above described property unto the said Mortgagee, its successoror assigns, together with the buildings and improvements thereon, all flutures 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 thereinto belonging or in anywise appertaining, in fee simple forever

Broulded, 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 - - 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 Mortgagor s 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 Mortgagor s hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagor s 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 Mortgage 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 Mortgages, 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 newspace, published in

LIGER 305 PAGE 78

Allegany County. Maryland, which terms shall be at the discretion of party making sald 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 ther 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 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 partiethereto,

Witness, the hands and seals of said Mortgagor .

Attest:

Hissian C. Dudlej.

William E. Eniseley Grma L. Miseley (SEAL) Erna L. Fniseley.

State of Maryland, Allegany County, to-wit:

3 hereby Certify. that on this 4/12 - 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 aforegoing 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

Hallean C. Dudley

LISSA 3115 PAGE 79

Compared as Reis Leg go atta Cale To las M 34

in the

Filed Add soConded JUNE 4" 954 at 12:30 P.M."

This Mortgage, Made this 380 day of JUNE

year Nimeteen Hundred and fifty-four by and between

Frenk J. Greco and Laura L. Greco, 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:

11.

By the payment of <u>Thirty-five & 75/100</u> ----- 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 mortgages 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 mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All first 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 Cosl 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, Karyland, 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 5 minutes West 30.50 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 througnout. 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

2



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 partial 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.

1 1

"And whereas this mortgage shall also seeure 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 fromtime 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 bold the above described land and premises unto the said mortgagee,

its successors and assigns, forever, provided that if the said mortgagors, <u>their</u> 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 theirpart to be performed, then this mortgage shall be void.

End it is Egreed 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 necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public 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 if over to the said mortgagers, heirs or assigns, and 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.

1

Endthe 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 Saventy-five \pounds 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 because and to place such policy or policies forthwith in possession of the mortgagee, or the



2

mortgagee may effect, said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Rno 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.

mittess, the handsand sear of said mortgagors

Attest:

FF11140.

٣. ŝ,

[SEAL] [SEAL] Laura L. Greco

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this____ 3RO day of.

in the year ninetcen 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 aforegoing 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. BW ----

Deres I tha

Notary Public.

WITNESS my hand and Notarial Seal the day and year aforesaid. -12

Filed And ReConted JUNE 4" 1954 at 1:40 P.M.

LIBBR 305 MIGE 82

41

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 Margland putter 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

Burt Learnick 122 & Life

Wibercas, The said Mortrapors are justly and bons fide indekted into the said Mortrapore in the full sum of Seven Hundred (\$700.00) To fars, which said indebtedness, torother with the interset thereon is the rate of Five For Centum (55) per annum, is to be repaid within one (1) year from the date beneof. The said Mortrapore horsby covenant areas to make payments of not lear than Fifty (\$50.00) Dollars, every three rouths, on account of the principal indebtedness and interent of herein stated, the interest to be computed at the mate aforesaid of debuged from said rayments and the balance thereof after deducttor the interest, shall be credited to the principal indebtedness.

How Eberefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said George B. Sag; and Roneldn M. Saga,

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 Cumberland, Allegany County, Moryland and designated as Lot No. 293 on the plat of the Humbird Land and Improvement Compart 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% degrees East 30 feet, thence

1 1 -

LIEFR 305 PAGE 83

South 368 derives West 125 feet to an alley and with said alley. North 138 de read West 30 feet to the end of the Sec of Line of Lot No. 292, 11 dit said second line reversed. North 368 derives East 120 fe t to the rises of berinding.

It being the spin property which was conveyed into the said fortre-ready new rise X. Little, widew, by deed dated Get 5 r. 1967 and duly recorded among the Land Records of Aller of Courty, Maryland.

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

51 1.9 heirs, executors, administrators or assigns, do and shall pay to the said

Mortifier, its

executor , administrator or assigns, the aforesaid sum of

SEVEN HUNDBED (3700.00) 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 Barced that until default be made in the premises, the said

MORTGACCES

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

bereby covenant to pay when legally demandable.

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

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

MORTMAGEE, their

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.

Bad the said Mortgamors

further 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

-1

LIEER 305 PAGE 84

assigns, the improvements on the hereby mortgaged land to the amount of at least <u>ONE_TREUSAND_00/100</u> Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to muse to the benefit of the mortgagee . Its heirs or assigns, to the extent of their hen or claim hereunder, and to place such policy or polices fortheirh in possession of the mortgagee , or the mortgagee may effect said insurance and collect the prevamins thereon with interest as part of the mortgage debt.

Ronelda m. Sapp.

Illitness, the laced and real of and mortgagor

State of Maryland. Allegang County, to-mit:

State and the state of the

21

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

and each acknowledged the aforegoing cortgage to be

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 Odd Fellows, Cumberland, Marjand

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

AVITNESS on whand and Notarial Seal the day and year aforesaid.

Dearcon Rice Notary Public.

their

[SFAL]

[SEAL]

LIGER 305 PAGE 85

FILLD AND NECOLAD JUNE 4" 1954 at 11:10 A.M.

Fifty Four.

This Mortgage. Made this ----3-22 in the year nineteen hundred and

.bne.

James C. Smith and Minnie P. Smith, his wife,

by and between

day of

Compared and Mailed Deboered

2/ 10 54

To mager City

 ${\rm f}$ Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors ${\rm -}$, and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated inder the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the and Mortgagee in the full and just sum of Two Thousand line Muncirod (2, 20,00) Dollars or alles they have 'ven their promissiry hete of even date herewith, payable on or be, we one jour after date with interest at the rate of 5 $^{\circ}$ or annum in modely

accents on the principal and interest of ot less than Forty (240.00) Dollars.

And mhereas, 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 improvments 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.

Non 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 Cusberland, Allegany Consty, Maryl and American and designated as Lot No. 29, in the Cumberland I provement Conhany's Eastern Addition to Cumberland, and more particularly described as follows:

Peginning 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 10 feet to the end of the second line of Lot He. 28; thence reversin; 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, Hamiland.

Reference to said deed is hereb? 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 dixtures and articles of personai property new 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-

Froutded, 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 Rine Hundred (\$2,900.00)- - doilars 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 shali



perform all the covenants herein on thoir part to be performed, then this mortgage shall he 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, llen, 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 Mortgage shall have the full legal right to pay the aame, 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 thercon, in 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 Mortgagor s , 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 Mine 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

(SEAL) (SEAL) Minnie P.

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1 m 1



State of Maryland, Allegany County, to-wit:

3 hereby Certify. that on this in the year ninetcen hundred and Fifty Four, before me, the subscriber, a Nolary 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 aforegoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Teorge 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 Beorge 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 Mitness whereof I have hereto set my hand and affixed my Notarial Seal the day

Compared and Malled Dailssrate Tomtal Rot 3 Sesford Body

10117-10		
FILLS.	AND RECORDED JUNE 4" 1954 a	t 11:10 A.M.
This Mortgage	, Made this Ind day of	June
in the year Nineteen Hundre	ed and FiftyFour	, by and between
		8 . II.
Herman M.	Heller and Edith V. Heller, his w	ife,
of Allegany	County, in the State	of Maryland
parties of the first part,		
presentation of the thot part,	and	
particular of the first part,	and	
	Cordry and Rosalie L. Cordry, his	wife,
John Homer	Cordry and Rosalie L. Cordry, his County, in the State	
John Homer	Cordry and Rosalie L. Cordry, his County, in the State	
John Homer (of Allegany part of the second par	Cordry and Rosalie L. Cordry, his County, in the State rt, WITNESSETH:	of Maryland
John Homer of <u>Allegany</u> part of the second par Whereas , the part	Cordry and Rosalie L. Cordry, his County, in the State rt, WITNESSETH: ties of the first part are now inc	of <u>Maryland</u> debted to the said John
John Homer of <u>Allegany</u> part of the second par Whereas , the part	Cordry and Rosalie L. Cordry, his County, in the State rt, WITNESSETH: ties of the first part are now inc	of <u>Maryland</u> debted to the said John
John Homer of <u>Allegany</u> part of the second part Wilbercas , the part mer Cordry and Rosalie L.	Cordry and Rosalie L. Cordry, his County, in the State rt, WITNESSETH:	of <u>Maryland</u> debted to the said John the entireties, in the

LIGER 305 PAGE 88

The second response of the late here its rayable with interest at the second response at an interest of second second response at an interest of second seco

How Eberefore, in consideration of the premises, and of the sum of one dollar in hand peed, 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

Tar'i FIF Telepon, Mari, Welr

Lors and as igns, the following property, to-wit: All that work or some or some or some or some or some of the solution of the

No. 110; and with it reversed, South 361 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 riven 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

2

together with the interest thereon; as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their 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

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UBER 305 PAGE 89

may hold and possess the aforesaid property, upon 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-Albur V. Milson,

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, the thereafter, to sentic property nereby moregaged or so much there is an ay be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner 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 eash, and the proceeds arising from such such to apply first to the normer of all expanses incident to such sale including all from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

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

parties of the first part, their

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

End the said _____ parties of the first part

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

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

Four Thousand Li nt Hundred (14,800.00)- - - - - Dollars, and to cause the policy or policics 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 lieu 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..

Mitness, the hand and seal of said mortgagors.

ayce Saretta Darsey - Herman I. Heller [SEAL] ayce Saretta Darsey - Edith V. Heller. [SEAL] Edith V. Heller KORADO

State of Maryland, Allegany County, to-wit:

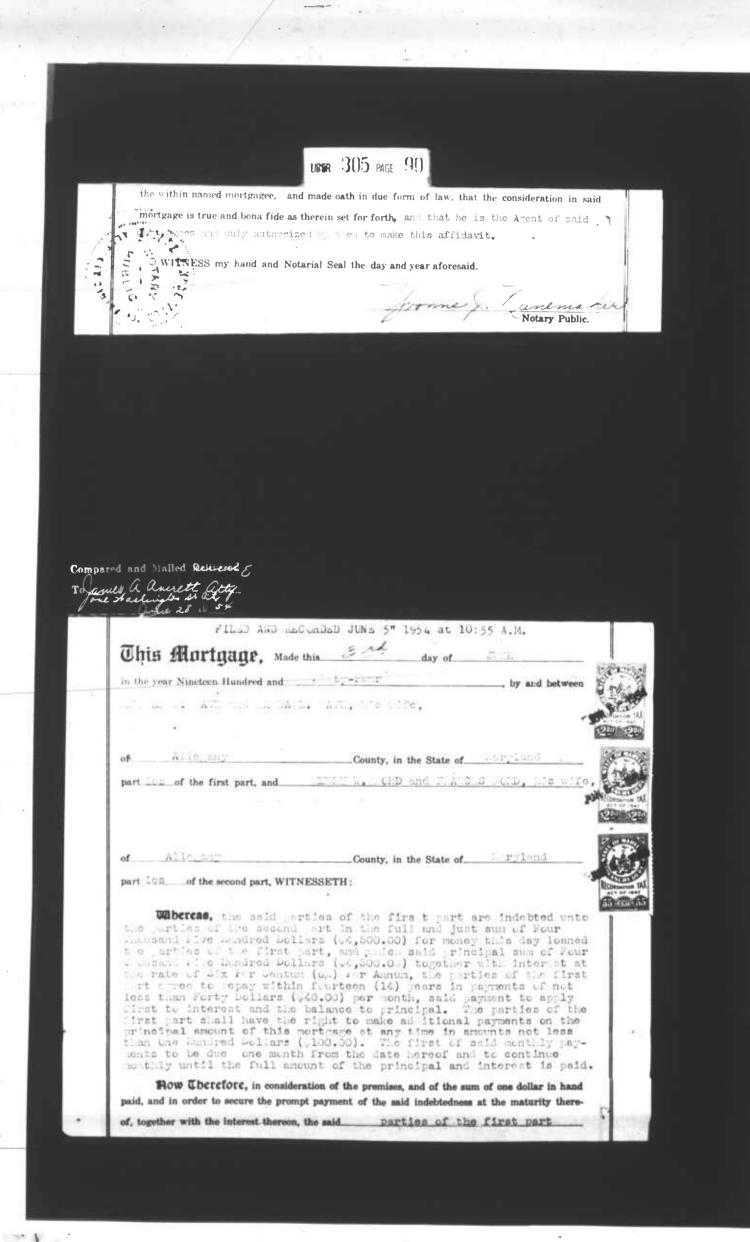
- 17

I hereby certify, That on this Set 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,

1 - 15

acknowledged the aforegoing mortgage to be their and

act and deed; and at the same time before me also personally appeared Wilbur V. Wilson, Agent of



EIDER 305 PAGE 91 do give, grant, bargain and sell, convey, release and confirm into the said M, Eiz heirs and assigns, the following property, to-wit: 11 2 - Ant Division is the e, in the division is the - t l c of a line of a line is the division - c of a line of a line is the division of the - c of a line of a line is the division of the - c of a line of a line is the division of the - c of a line - c of a line of a line of a line of a line of a line. a. . . → 1 × 1 × 1 × 1 × 1 × 1
 → 1 × 1 × 1 × 1 × 1 × 1 bit is the second of the second ${\tt T} ogether$ 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____ 4. * c ivel out heirs, executors, administrators or assigns, do and shall pay to the said the second ort, their juins е . together with the interest 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 first part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said ait as ar the first art may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, arties if the first part 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 Interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to 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 hairs, executors, administrates and assigns, or James Alfred Avirett hitch better automatic account at a signs, 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 therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assign, which also shall be made in manner following to wit: By giving at least twenty

LIGER 305 MAGE 92 days' notice of the time, place, manner and terms of sale in some newspaper published in Cumdays notice of the time, place, manner and terms of sale in some newspaper puonsaled in com-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. _____Tt_____ o heirs or assigns, and 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 5 - 0 "2" _____ representatives; heirs or assigns. the strength of the Bnd the said further covenant to money for hwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the most gapped on the second assigns, the representation the hereby mortganeed hand to the amount of at least 1-9 - 129 (p. 0-0-1 Dollars. and to came the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to mure to the benefit of the mortgages 2, 1.012 heirs or assigns, to the extent 2.1 their lies or claim hereunder, and to place such policy or policies fortheasth in presession of the mortgages , or the mortgages may effect said insurance and collect the measures thereon with interest as part of the northrage debt, Illitness, the head and seat of and mortgager : Attest Willion D. Nave [SEAL] Warda L. name [SEAL] State of Maryland, Allegany County, to-wit: I hereby certify, That on this 3rd, day of June in the year Nineteen Hundred and - 2012-, corp., before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared a filth " . Halls and to that i. All, his offe, and acknowledged the aforegoing mortgage to be 11011 act and deed; and at the same time before me also personally appeared L DI LI FORD the within named mortgagee and made oath in due form of law, that the consideration in said nongain in true and bona fide as therein set forth. WIPNESS my hand and Notarial Seal the day and year aforesaid. Goome J. Junemakers her

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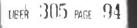
	Compared and institut lease	and the second
	EDER 305 PAGE 93 To New Carrieder acting FILED AND (ECULUS) HINE 5" 1951 on Park 27 5	Ctu
	FILED AND WE JUNE 5" 1954 at 8:30 A.M.	7
l'u		
	This / Aloringage, Made this 3rd day of June	
	in the year Nincteen Hundred and fifty-four , by and between	
- e	GRIFFITH G. THOMAS	
	of Allegany County, in the State of Maryland	
	port \mathbf{y} of the first part, and	. 1
	GRACE LEONA CONNER	- 1
	of Allegany County, in the State of Maryland,	
	part y of the second part, WITNESSETH:	
	Harana	
	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	
15		
	per cent per annum, shall be repaid by the party of the first	
	the second part in monthly installments of \$40.00 each, which said installments include both interest and principal, which interest shall be calculated and	
	outrie dinigally. The lifer of eard installer and in the	
	is paid in full. Upon default in the payment of any install	
	then due and owing on this mortgage shall immediately become due and payable.	
	The party of the second part accord that a	
	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-chacted, with amendment, 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 partyof the first	
	part does give, grant, bargain and sell, convey, release and confirm unto the said part y	
	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, administra-	
	tors or assigns, do and shall pay to the said part <u>y</u> of the second part <u>ber</u>	
	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 <u>his</u> part to be performed, then this mortgage shall be void.	
	And it is Agreed that until default be made in the premises, the said partyof the	
	first part may hold and possess the aforesald property, upon paying in the meantime, all taxes.	
	assessments and public liens levied on said property, all which taxes, mortgage debt and interest	
1 cont	thereon, the said part y of the first part hereby covenant s to pay when legally demandable.	
	But in case of default being made in payment of the mortgage debt aforesaid, or of the interest	

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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 \mathbf{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 , here 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 imme to the benefit of the mortgagee $\frac{100}{100}$ heirs or assigns, to the extent of <u>her</u> lieu or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgage debt.

Withress, the hand and seal of said mortgagor

Witness:

W.F.Carscade A fith & 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 Count	y, personally appeared
Griffith G. Thomas	
andacknowledged the aforegoing mortgage to be	his
act and deed; and at the same time before me also personally app	eared
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 afor	resaid.

Notary Public

	LIBER 305 PAGE 95 Edus Agent arty City
	Filed A.43
	is Mortgage, Made this 2 day of June
in the	year Nineteen Hundred and Fifty-Four , by and between
	DONALD E. PENTONEY and LAURA M. PENTONEY, his wife,
of	AlleganyCounty, in the State ofMaryland
partie	a of the first part, and
	MINA D. LICHENSTEIN
1.00	A CONTRACTOR OF
of	AlleganyCounty, in the State ofMaryland
part y	 of the second part, WITNESSETH:
terest	(353.00), each, the same including interest at the rate of er Centum (5%) Per Annum, to be adjusted semi annually until the m of Five Thousand Three Hundred Dollars, ($35,300.00$), and in- has been paid and satisfied. The sum hereby secured being in part purchase money for the after described property, and is, therefore, a Purchase Money e.
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bernt with	Now Therefore, in consideration of the premises, and of the sum of one dollar in hand d in order to secure the prompt payment of the said indebtedness at the maturity there-
of, togeti	her 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
	assigns, the following property, to-wit:
14 and load Add d as f	11 that piece or parcel of land fronting 38.18 feet on Bedford in Cumberland, Allegany County, Maryland, and known as Lot No. part of Lot No. 33 on the Amended Plat of Gephart's Bedford dition to the City of Cumberland, and more particularly describ-
unning	EGINNING for the same on the Southeasterly side of Bedford at the end of 29 feet on the first line of Lot No. 33, and thence with the remainder of said first line, and with the first line of Lot No. 34, and with said Bedford Street, degrees West 38.18 feet to the Northeasterly side of Marshall
outh 29	thence with said Marshall Street and with the second line of 34, South 52 degrees 45 minutes East 100 for the second line of

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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,

 $\operatorname{executor} \mathbf{s}$, administrat $\boldsymbol{0} \mathbf{t} \mathbf{S}$ or assigns, the nforesaid sum of

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

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

And it is Hgreed that until defnult 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 defnult being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

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

party of the second part, her

heirs, executors, ndministrators and assigns, or ______Edward_ J. Ryan_____

his, her or their duly constituted attorney or ngent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner 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 eash, 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 phyment of all moneys owing under this mortgage, whether the same shall have been then

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

End the said parties of the first part

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

company or companies acceptable to the mortgagee or_ her heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

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

Mitness, the handsand scals f said mortgagers.

Attost: France in the Donald E Centerry Donald E. PENTONEY [SFAL] Jaura M Pentoney LAURA M. PENTONEY [SEAL] [SEAL]

State of Maryland, Allegany County, to-wit:

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AATO

I hereby certify, That on this __ 2 nd 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 aforegoing 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 mortage is true and bona fide as therein set forth.

amerel

errent Notary Public.

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

FILED AND RECURDED JUNE 7" 1954 at 1:20 P.M.

This Mortgage, Made this 474 day of June, year Nineteen Hundred and fifty_four

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

____bv and between___

of Allegany County, in the State of Maryland, part108 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, hercinafter called mortgagee.

WITNESSETH:

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unhercas, 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 52 per cent. per annum, in the manner following:

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

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

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

Beginning for the same on the weeterly 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 Piatt's Addition to the City of Cumberland, and running then with the face of the southerly wall of eaid house North 632 degrees West 352 feet to the southwesterly corner of said house, then South 872 degrees West 8 feet, then North 632 degrees West 32 feet, then South 26 3/4 degrees West 9 1/3 feet, then North 622 degrees West 45 feet to the Catholio Church wall, then with it and the extention thereof North 24 3/4 degrees East 12 3/4 feet, more or less, to the lot owned by the George's Creek & Cumberland Railway Company, then with the lines of said lot South 632 degrees East 441 feet, North 26 3/4 degrees East 25 9/10 feet, South 62 degrees 35 minutes East 461 feet to the westerly eide of Hanover Street, and then with said street



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LIGHT 305 PAGE 99

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. 13 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

Lana Records of Allegany County, Maryland,

"And whereas this mortgage shall also scence 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 Beneliciary 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.

Cogether 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 bold the above described land and premises unto the said mortgagee,

its successors and assigns, forever, provided that if the said mortgager 6, <u>their</u> heirs, executors, administrators or assigns, do and shall pay to the said mortgage, 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 theirst to be performed, then this mortgage shall be void.

Rno it is Egreed that until default be made in the premises, the said mortgagor **s** may hold and possess the nforesnid property, upon 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 mnde in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to 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 nud empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public 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 bulance, 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.

Enothe 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 for the mortgage of the successors of assigns, the improvements of the hereby mortgaged land to the amount Dellars



and to close the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to mure to the benefit of the mortgage, its successors or assums, to the extent of its lien or chim heremoler, and to place uch policy or policies forthwith in possession of the mortgage, or the mortgage leave 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 benefy secured, do hereby set over, transfer and assign to the mortgage, its successors and assigns all nots, issues and profits accruing or falling due from suid premises after default inder the tere, of this neartrane, and the mortgage is hereby authorized, in the event of such default, to take charge of said property and collect all reals and issues therefrom pending such proceedings a may be necessary to protect the mortgage inder the terms and conditions herein set forth.

In max be necessary to protect the mortgage under the terms and conditions herein set forth. In consideration of the premises the mortgagers, for themselves and their heirs, and personmortgages on or before. March 15th of each year tax recepts evidencing the payment of all have fully respect taxes for the precedent ealendar year; to deliver to the mortgages recipts eviberone due and payable and to pay and discharge within inder days after the same shall be to be used of all ben for public in provisions within inder days after the same shall be that if a version of all ben for public in provision within inder days after the same shall be the same and payable and to pay and discharge within inder days after due date all evidenties the same term of the problem of an property, on this mortgage or note or in any of the same date repair of and property, or any part thereof, and upon the follows of the statile is related to a said property or any part thereof, and upon the follows of the statile is related to a property of the follow of the mortgage receipts of the statile is a dilate repair of and before or in the read condition of equal to a statile or the input ment or deterior and property or any part thereof, and upon the follows of the statile is added to be dold hereby secured and the follows date in the science of the mortgage of the and date and the ball during a nerical of their day. I all conditions are the science of the science date and of the contragers may, without notice, in that properties to for clear this at the science of the sourtgage may, without notice, in that properties the adding the follows of the science of the appointment of a receiver as a conditient to the adding the ball at the science of the dole of the appointment of a receiver to coll at the cent, and prefits of side of the science of the dole of the contragers on any without negative to the adding sourd of the science of the dole of a size, without a science of a state science of the dole of the science of the dole of a size.

Mitness, the hand and seal of said mortgagors

Attest Roger R. Eckles [SEAL] Pearl L. Eckles Parlo Cachio [SEAL] ISPATE

state or marylano, Allegany County, to-wit:

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I hereby certify. That on this 4TH _____ day of _June, _____

in the year ninetcen 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 <u>they</u> acknowledged the aforegoing 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 wat he had the proper authority to make this affidavit as agent for the said mortgagee.

WHTNESSE my hand and Notarial Seal the day and your aforesald. 24 3 Yenn L ta. * . . AND 14

Notary Public

Compared and Michael Dolivered E To Les St. Legge atty City

FILED AND ACCORDED JUNE 7" 1954 at 1:20 P.M. This Mortgage, Made this 4TH day of JUNE in the year Nineteen Hundred and Bortox Fifty-four by and between Milton Jerson and Jeanne Gerson, his wife, Alle any of County, in the State of Maryland Vicin part 193, of the first part, hereinafter called mortgagor a , 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. \$550 \$5 WITNESSETH: Wabcrcas, the said mortgagee has this day loaned to the said mortgagor s , the sum of -Doilars Ten Thousand & 00/100 - - - - (10,000,00) - - - -TAJ \$550 \$550 which said sum the mortgagor s agree to repay in instaliments with Interest thereon from

the date hereof, at the rate of $\frac{l_1 \frac{l_2}{2}}{l_2}$ per cent. per annum, in the manner following:

How Therefore, in consideration of the premises, and of the sum of one doilar in hand 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 5 do give, grant bargain and seil, 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 land situated in Gates addition and on Sumden avenue in the City of Cumberland, alle any 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 fact on the first line of the parcel conveyed to Thomas Brennan and unic Brennan, his wife, by Henry Rates and wife by deed dated February 27, 1922, an! recorded in Liber 139, folio 643, one of the Land Records of Allegany County, Maryland, which sail lace of beginning is also it the end of the first line of the parcel conveyed by Annie Brennan, widow, to Robert L. Hunter and wife by deed dated Murch 29, 1941, and recorded in Liber 189, folio 440, one of the Land Records of Allegany 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 Bronnan 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 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.

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

Co bave and to bold the above described land and premises unto the suid mortgagee, its successors and assigns, forever, provided that if the said mortgagors, <u>their</u> 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 ontheir part to be performed, then this mortgage shall be void.

And it is Harced that until default be made in the premises, the said mortgagor 5 may hold and possess the aforesaid property, upon 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 5 hereby eovenant to pay when legally demandable.

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

have then matured or not; and as to the balance, to pay it over to the said mortgagors , <u>their</u> heirs or assigns, and 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, <u>their</u> representatives, heirs or assigns.

Bind 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 mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Ten Thousand & 20/100 - - - (\$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 nortgagee, or the mortgage debt.

End 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 mortgagor s , for <u>themselves</u> and <u>their</u> heirs, personal representatives, do <u>hereby</u> covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 16th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may

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LIGHR 305 *PAGE 103

demaint the immediate repair of said buildings or an increase in the amount of security, or the inmediate repayment of the debt hereby secured and the tailure of the mortgagors — to comply with said demand of the mortgage for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgage, inmediately mature the entire principal and interest hereby secured, and the mortgage 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 herefor entry agged 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 manuer, without the nortgagor's written consent, are should the same be encombered by the mortgages.

the nortgagee's written consent, or should the same be enumbered by the mortgagers. 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 aforegoing covenants or conditions for thirty consecutive days.

miturss, the hand and seaf of the said mortgagors.

Attest: milton Guron (SEAL). (SEAL)

State of Maryland, Allegany County, to-wit:

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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 <u>they</u> acknowledged the aforegoing mortgage to be <u>their</u> act and deed; and at the same time before me also personally appeared. <u>George W. Legge</u>, 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 mortgages.

WINESS by hand and Notarial Seal the day and year aforesaid.

Notary Public

Compared and Maded Delivered 1

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LIGER 305 PAGE 104

FILED AND RECORDED JUNE7" 1954 at 2:30 P.M.

This Mortgage, Made this

, by and between



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in the year nineteen hundred and fifty-four

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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

payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (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

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 Corrig-ansville, 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 line between the tracks, North 30 degrees 46 minutes East 138.44 feet to an iron pipe stake at the end of thethird 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.

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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.

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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 Flfty (\$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.

to al.

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 improvments 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 defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to 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 shail 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 Cumberiand, Maryland, which terms shall be cash on the day of saie or upon the ratification thereof by the court, and the proceeds arising from such saie 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-haif of the sald commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shail 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) - - - - Doliars, 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.

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WITNESS, the hand and seal of said mortgagor.

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UBER 305 PAGE 107

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 afore mentioned 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 WHEDEAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1929 Edition) as repeated and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 2, 15, or any future amendments thereto.

Nom Ulierefore, in consideration of the premises, and of the sum of one dollar 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 y of the first part does give, grant, bargain and sell, convey, release and confirm unto the said part y_____ of the second part . its successors

1 - Gilbert and Barker Gear Lube Dispenser, Model 755 1 - National Cash Register, Serial # 3653759

1082

1 - Alemite pressure unit, serial #939095

- 1 Alemite low pressure bucket pump, serial #236270
- Alemite gear flusher, one gallon size, model # 6478 1
- 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 aforegoing 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.

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

Brovided, that if the said part y of the first part, his heirs, executors, administrators or assigns, do and shall pay to the said part y _____ of the second part _____ its successors

encentorxxxadoxinistratux or assigns, the aforesaid sum of....

of the second part . its successors.

- - 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 phyable, 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, ali taxes, assessments and public ilens levied on said property, all which taxes, mortgage debt and interest

thereon, the said part_y_____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

concontener minimizations and assigns, or

due and payable, and these presents are hereby declared to be made in trust, and the said part y

COBEY, CARSCADEN and GILCHRIST 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 nnd convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner at public 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 cight per cent, 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 ns to the balance, to pay it over

to the said part y 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 askigns.

And the said party ______ of the first part further covenanta 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 Thouaand 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 **to the steps** 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

Edward F. McGEE [Seal]

Notary Public

viaie vi maryianu. Allegany County, to-wit:

J hereby certify. That on this 7 th 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 aforegoing 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.

Catty an

SPSS my hand and Notarial Seal the day and year aforesald.

Compared and Mailed Meerer HEER 305-PAGE 199 To Mter City FILED AND RECORDED JUNE 8" 1954 at 8:40 A.M. Olis 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, Allegany County, in the State of Maryland part ies of the first part, and THE SECOND NATIONAL BANK OF CUMBERLAND, CUMBERLAND, MARYLAND. Allegany of 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 thereoi, 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____ **Amics** 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 concret 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 East79. 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

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 dated April 12, 1954, and recorded in Deeds Liber 258, folio 26 John Yesser

limits of Broadway South 48 degrees 33 minutes West 48. 37 feet to the beginning.

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,

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

Frouided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part y_____ of the second part, its successors **MEXACULARY CONTRACTOR AND ADDRESS ADDRES**

--- 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 part ics 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 house proceeding 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 each, 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 part ice 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 successors and 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 eause 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 _____ ita lien or claim hereunder, and to place such policy or policies forthwith in 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.

[Seal] Sadie M. yeager [Seal] [Seal]

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this 7 th 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 aforegoing 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 and

mortgage is true and bona fide as therein set forth, and further made oath that he stiffe Cashier of said Bank and duly authorized by it to make this affidavia

Mahel A. School

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

Compared an T. Hellow atty is

FILED AND RECORDED JUNE 8" 1954 at 9:25 M.M. CERTIFICATE OF APPOINTMENT

Certificate of appointment of William L. Wilson as the Trustee in the Bond Mortgage of the Appalachian Orchards, Incorporated, a Corporation, under the laws of the State of West Virginia, dated March 15, 1933, and recorded in Liber No. 122, follo 226, one of the Hortgage Records of Alllegany County, Maryland, in the place of H. H. Emmert, deceased, late of Berkley County, West Virginia.

The Appalachian Orchards, Incorporated, duly incorporated under the laws of the State of West Virginia, hereby

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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 part y _____ of the second part, its successors xaxacutorxxxxxdontoistratexx 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 eovenants herein on their 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 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 where execution contractions 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 pnyment of nll 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 ease 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 is 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 successors and 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 tutted 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 premlums thereon with interest as part of the mortgage debt.

Withress, the hands and seals of said mortgagor s.

Witness [Seal] Sadie M. yeager SADIE M. YEAGER [Seal] [Seal]

State of Maryland, Allegany County, to-wit:

b.

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

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 aforegoing 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 and

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 affidavia

mabel A. A.

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

Compared and the Allow attylet

FILED AND RECORDED JUNE 8" 1954 at 9:25 4.M. CERTIFICATE OF APPOINTMENT

Certificate of Appointment of William L. Wilson as the Trustee in the Bond Mortgage of the Appalachian Orchards, 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 Alllegany County, Maryland, in the place of H. H. Emmert, deceased, late of Berkley County, West Virginia.

The Appalachian Orchards, Incorporated, duly incorporated under the laws of the State of West Virginia, hereby

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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 part'y _____of the second part, its successors www.www.www.www.www.www.www.or assigns, the aforesaid sum of______

- - - Three Thousand Five Hundred and 00/100 Dollars (\$2,500.00) - 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 part ics 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 deht 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 hobeceneratorecedenicitstatuescaad assigns, or

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

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to the said parties of the first part their heirs, or assigns, and in case of advertisement under the above power but ao sale, one-half of the above commission shall be allowed and pald 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 hy 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 beaefit of the mortgagee , its successors little 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.

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[Seal] Sable M. YEAGER [Seal] [Seal]

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 7 th 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 aforcgoing 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 and

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 affidavia

Mabel - a Silva

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

Compared and V 11

FILSD AND RECORDED JUNG 8" 1954 at 9:25 M.M. CERTIFICATE OF APPOINTMENT

Certificate of Appointment of William L. Wilson as the Trustee in the Bond Mortgage of the Appalachian Orchards, Incorporated, a Corporation, under the laws of the State of West Virginia, dated March 15, 1933, and recorded in Liber No. 122, folio 220, one of the Mortgage Records of Alllegany County, Maryland, in the place of H. H. Emmert, deceased, late of Berkley County, West Virginia.

The Appalachian Orchards, Incorporated, duly incorporated under the laws of the State of West Virginia, hereby

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FIRST: That under and by virtue of the authority granted and contained in the Bond Mortgage of the appalaehian orchards, Incorporated, a Corporation, dated March 15, 1933, and recorded in Liber No. 122, folio 220, one of the orthe electric of allerany County, Maryland, the Board of Freetors, at a meeting duly called and held at the office off the said company is naw Paw, Norfan County, Mest Virginia, duly called and held at the office off the said company is naw Paw, Norfan County, Mest Virginia, duly called and held on the first day of sume, 1954, the following desolution 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 acquorum of said directors:

"Resolved: by the board of Lirectors of the appalaenian orchards, Incorporated, a Corporation, at its meeting, duly held, at which meeting, there were present 4 (four) directors, same being more than a morum of said moard of Directors, that the vacancy existing in the Trustee in the Bond Mortgage of the appalaenian orchards, Incorporated, eaused by the death of H. H. 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 nereunto affixed and attested by the signature of its Secretary, this ______ day of June, 1954.

anhards his INCORPORATED APPALACHIAN ORCHARDS,

STATE OF WEST VIRGINIA, BERKLEY COUNTY, TO WIT:

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I double Charley, on this stars day of dure, I and, before ne, the subscriber, a boury Public of the state up county increased, personally appeared aillert C. State up county increased application the application mentioned in the state of the attended of the section of a countiliterit to be the act and deep of the

althese by hand and unterial Serie.

Virginia K. Notary sublic MY COMPLICION AS NOTARY PUBLIC EXPIRES SEPTEMBER 27, 1952

Com and Allian L. Allow 2 ty

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

Inil INDER UNE, Made this <u>14</u> day of June, 1954, by William L. Wilson, of Allegany County, Maryland, Irustee, 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 sold 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 N. William L. Wilson was duly appointed successor Trustee for the said H. L. Emmert, deceased:

Inat in consideration of the premises and of the sam of one (al.co) bollar, in mand paid, the receipt whereof is mered acknowledged, the said William L. Wilson, Trustee, has ranted, margained and sold, released, conveyed, assigned, transferred and set over, and by these presents does grant, hargain 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 beed of Trust, dated Earch 15, 1933, and recorded in Liber No. 122, folio 220, one of the Mortgage hecords of Allegany County, Maryland.

TO MAVE 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.

10

WILLIAM L. WILSON, Trustee (SEAL)

WITNESS:

Train or anifimity, singhand Coolir, to WIT: I HEARLY CENTRY, That on this _74 day of June, 179 , before up, the subscriber, a listary suble in and for the doubty and diate aforesaid, personally appeared willing L. Wilson, imistee, who did note oath in due form of low that the store only indenture is his set and seen. within or the and email the cay and your livet Llove Wellten. may mayout tell matger 182 Bedford la C.C. FILSD AND LECORDED JUNE 8" 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, Allegany County, in the State of Maryland of part 1.as_of the first part, and____ GEORGE C. FREY and EMILY C. FREY, his wife as tenants by the entireties Allegany County, in the State of Maryland of part 1es of the second part, WITNESSETH: George C. Frey and Emily C. Frey, his wife, part stand indebted unto feorge C. Frey and Emily C. Frey, his wife, parties of the second par 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 par

LIEER 305 PAGE 115

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property hereinalither described, and which said principal sum of 5,500,00 together with the interest at the rate of four ((4.5) per cent per manum is to be repuid in semi-annual installments of not less that i ree limited which ((5.60,00) on the principal annual together vith interest computed to the date of each semi-annual installments, and which said semi-annual payments of principal and interest shall be made on the <u>tot</u> can of becomer and the <u>set</u> day of June in cach and every year hereafter until the easire principal days torether with the interest thereak shall be paid in full. The parties of the first part, reserve, however, the privilege to pay off this incertaeness together with accumulated interest at any time.

The COUNTRY, n. consideration of the premises, and of the sum of one dollar in hand paid, and n. order to secure the premist payment of the said individualness at the matteries thered. topother with the microset thereas, the said DATILOS OF LOSE FILLS

group, ground, bargarn and will, convers, reisage and confirm units the suid

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hears and assigns, the following property, re-wit-

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All that lot, piece or parcel of pround situate, lying and being on the continenty side of Expetite Street, in the City of Sumberland, Allegang 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 Sealty Corporation, as prepared for Nebster 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 Faratto Street property of the

Johnson Realty Corporation, and which said Lot B is more particularly described as follows, to wit:

EEGINNING 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. 3 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 therete, South 12 degrees 44 minutes West 180.94 feet to the northerly side of Read Terrace, and with it south 89 degrees 14 minutes Nast 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 NORTGAGE IS GIVEN TO SECURE A PART OF THE PURCHASE PRICE

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LIGER 305 PAGE 11.7

DF THE ABOVE DESCRIBED PROPERTY AND IS A PURCHASE actual a

waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

provided, that if the said Parties of the first part, their

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

parties of the second part, his

executor, administrator or assigns, the aforesaid sum of Five Thousand Pive Hundrod 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.

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

parties of the first part

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

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

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

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

heirs, executors, administrators and assigns, or <u>Thomas B. Finan</u> 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 ieast twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public 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-haif 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)

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

mitness, the hand and seal of said mortgagor

Attest vo B. F. nos B. Finan

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roperty 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 installments of not les 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 <u>ist</u> day of December and the <u>ist</u> 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.

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 <u>parties of the first part</u>

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:

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1 1

All that lot, piece or parsel 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

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 & PART OF THE PURCHASE PRICE

ABOVE DESCRIBED PROPERTY AND IS A PUT 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 Hundrod 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

heira, 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: or assigns; which sale shall be made in manner 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 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

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 6

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

_their lien or claim hereunder, and to place such policy or of. policies forthwith in 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 vo B. Fina. nos B. Finan The

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[Seal]

LIBER 305 PAGE 118 State of Maryland, Allegany County, to-wit: I hereby certify, That on this 72. day of feen 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 WHY PHYLLIS REGINA MAC VEIGH, HIS WIFE each acknowledged the aforegoing mortgage to be their respective and act and deed; and at the same time before me also personally appeared. ✓ CEORGE C. FREY and EMILY C. FREY, his wife the within side mortgagee and made oath in due form of law, that the consideration in said more and bona fide as therein set forth. EL WITNESS my hand and Notarial Seal the day and year aforesaid. Leven/ Clay - v e 5 Public Compared and Mailed Interess To Mage Shutemport Md kely 12 19 54 FILED AND RECORDED JUNE 8" 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 Westernport, Allegany ----- County, in the State of Mary land -----of part 108 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-----part_y_____of the second part, WITNESSETH :

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LIGER 305 PAGE 11.9

Whereas.

The perties 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 thet this mortgage should be executed.

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 **Darties of the first part**

All that certain lot of ground in the town of Westernport, in Allegany County, Karyland, known and described on the plat of Hammond's Addition to Weeternport, 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 o 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

or assigns, the aforesaid sum of nine hundred and twenty five

dollare (\$ 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 performed, then this mortgage shall be vold.

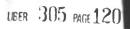
And it is Harced that until default be made in the premises, the said Darties of

the first part, their heirs and seeigne

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 parts

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

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 therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland. Maryland, which said sale shall be at public 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, theirs or assigns, and 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 E, their representatives, heirs or assigns.

Hnd the said parties of the first part -----

Company or companies acceptable to the mortgagee or <u>its and cessors</u> 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** _______for 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..

Mitness, the hand and seal of said mortgagors

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7. Broadwater [SEAL]

B. BronductosEAL] Broad

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Blate of Maryland,

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Allegany County, to-wit:

J hereby certify, That on this Seventh day of June day of 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 <u>each</u> acknowledged the aforegoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared <u>Horace P. Whitworth</u>.

President of. The Citizens National Bank of Westernport, Maryland. the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. , and that he is the president of said bank duly authorized to make this affidavit. WITNESS my hand and Notifial Seel the day and sparaformaid. 1257 315 40.121

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This Anrtgage. Made this day of in the year Nucleen Hundred and Fifty , by and between

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01 County, in the State of TOT of the second part, WITNESSETH-

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Now Eberefore, in consideration of the premises, and of the sum of one dollar in hand pool, and in order to scenre the prompt payment of the said indebtodness at the maturity thereof, together with the interest thereon, the and

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give, grant, bargain and sell, convey, release and confarm unto the cald do The second price of the

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

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In Arominic Chorini is the bade project, conveyed by geed is too the joth day of November, 1929, by and between Ira 1. Unith months and any of November, 1929, by and between Ira 1. Unith months and any distribution holinette, whow; and mirry defection dored and dary distribution his wife, and which to cover is recorded in other no. 152, 1010 Yo, one of the band memory of Aldgany Sounty, Maryland; a specific reference to said does to dereby made for a full and more particular description of to constructed conveyed; and to suid

In a thread ProvidTiro all ALCO and CAMP PROPRATILE con-vegree by need of even date nerewith by and between Mary 1. Gordon, where, and Martin M. Gordon and Theima R. Gordon, his wife, and where, and Martin M. Gordon and Theima R. Gordon, his wife, and where, and Martin M. Gordon and Theima R. Gordon, his wife, and where, and Martin M. Gordon and Theima R. Gordon, his wife, and where, and Martin M. Gordon and Theima R. Gordon, his wife, and where, and Martin M. Gordon and Theima R. Gordon, his wife, and where, and Martin M. Gordon and Theima R. Gordon, his wife, and the second state of the second second second second second allegany bounty, Maryland; a specific reference to said deeds is where the have particular description of the lines of vertices $h_{\rm eff}=1$. For $t_{\rm eff}=t_{\rm eff}$

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 Martin A. Gordon and Inelia R. Gordon,

HIL WIFE, DIGIT heirs, executors, administrators or assigns, do and shall ply to the said

tary i. Gordon, ner

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excentors , administrators or assigns, the aforesaid sum of Une incusand rive munared (\$1,500.00) bollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their

___part to be

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

Itt. 1. Office and includes outdoor, marchine,

may hold and possess the aforesaid property, upon paying in

the meantime, all taxes, assessments and public liens levied on said property, all which taxes,

mortgage debt and interest thereon, the said

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hereby covenant to pay when legally demandable.

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

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

hary ... Jordon, nor

heirs, executors, administrators and assigns, or <u>tare a manager</u> 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 therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in **Apren**, Maryland, which said sale shall be at public 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_

AIT F. GUTUU. , MT heirs or assigns, and 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 worth: ... cordon and he chas &. Gorard, 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 LET

assigns, the improvements on the hereby mortgaged land to the amount of at least Jucht. Louis rive innared (1,500.00, Louisre - - - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to mure to the benefit of the mortgagee , to \mathbf{r} ______heirs or assigns, to the extent policles technich in possession of the mortgagee -, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt...

Illiturss, the hands and seasof said mortgagors;

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Martin Hi andon [SFAL] Fart Cille Leifes She word in [SEAL]

State of Maryland, Allegang County, to-mit:

I hereby certify. That on this 20 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

. Hartin A. Gordon and Theima R. Gordon, his wife,

and each _acknowledged the aforegoing mortgage to be his and her respective



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

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

Carl Amund Har All Notary Public.

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

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FLL J AND ... CU. . EJ JUN 38" 19 54 at 12:05 P.M.

This Anrigage, Made this 7th day of June in the year Nineteen Hundred and FORSE Flfty-four by and between

Harold F. Anderson and Anna L. Anderson, his wife,

of <u>Allegany</u> County, in the State of <u>Maryland</u> 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:

the date hereof, at the rate of $4\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of Forty-sight & 20/100 - - - (342, 20) - - - - Doilars, 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 doilar in hand 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:

R 305 PAGE 125

all that riece or sarcel of ground lying and being on the northerly side of Maple Street Fnown 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 aid addition is filed in Map Liber 1, folio 62, one of the Flat records of alle any County, Maryland, which said parcel is more carticularly described as fillown, to-wit:

Reginning for the same it the northwesterly corner of Lot No. 17, Block No. 5, in said addition, and running then with a mart of the northerly line of Lot No. 18, Block No. 5, in said addition South 5. degrees hest 10.2 feet, then -outh 40 degrees Wast 43 feet, then South 50 degrees lest 28.3 feet with a fence intil it intersects with a concrete wall about six feet ligh, then runnin; with said wall South 38 decrees 30 minutes Elst 106.8 feet to the northerly side of Maple street, then with it North 50 degrees Must 40.4 feet, and then North 40 degrees West 150 feet to the place of beginning, containing .llsacres, more or less.

Seing the same property which was conveyed unto the parties of the first art 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

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

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors , <u>their</u> 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.

EIND it is HgrccD 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 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 paysble, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

have then matured or not; and as to the balance, to pay it over to the said mor gagors, <u>Cherr</u>heirs or assigns, and 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 <u>, their</u>representatives, heirs or assigns.

Hnd 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 mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least <u>sixty-three illundred & $00/10^\circ$ - - ((300,00)) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to impre to the benefit of the mortgage, 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 mortgage, or the mortgage debt.</u>

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.

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 aforegoing covenants or conditions for thirty consecutive days.

Himps, the hand and seabof the said mortgagors.

Attest William Harman

Harold F. Anderson (SEAL) Harold F. Anderson (SEAL) Anna L. Anderson (SEAL)

June

13571

State of Maryland, Allegany County, to-wit:

1 -

I hereby certify, That on this 7th day of

in the year nineteen hundred and **forty** <u>Fifty-four</u>, 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 mortgagor s herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared <u>George W. Legge</u>. 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 mortgage

my hand and Notarial Seal the day and year aforesaid.

Compared and Madled Delivered S

Legge attylety

Follonge H.

FILED AND MECONDED JUNE 2" 55% at 12:05 P.M.

This Mortgage, Made this 274 day of JUNE in the

year Nineteen Hundred and Anaptr. Fifty Four _____by and between _____

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

of Allegany County, in the State of Muryland

part is _____ of the first part, hereinafter called mortgagor s _, and First Federal Savings and Loan

Association of Cumberland, a body corporate, incorporated under the laws of the United States of

America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

Wilbercas, the said mortgagee has this day loaned to the said mortgagor s , the sum of Six Thousand Seven Hundred Fifty (\$0750.00) Dollars.

which said sum the mortgagor z agree to repay in installments with interest thereon from the date hereof, at the rate of $\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of <u>Forty two and 73/160 (342.73)</u> Dollars, on or before the first day of each and every month from the date hereof, until the whole of sald 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 premlums and other charges affecting the hereinafter described premlses, 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 mortgagor s do release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that field 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, Marylahd, and being composed of two lots or parcels of ground which were conveyed unto Joseph N. 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 2;5 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 40 degrees 52 minutes West 50 feet to a stake on the abandoned fill of the aforemaid plane, and then dowr 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 Mortgagors covenant in 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 impaid 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.

Cogether 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 bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s , <u>their</u>, 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 theirart 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,

presents are hereby declared to be made in trust, and the said mortgaget, its successors of assigne, or <u>George W. Legge</u>, 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, <u>their</u> helrs or assigns, and 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 , <u>their</u> 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 <u>Six Thousand Ceven Hundred Fifty (36750.00)</u> 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 mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor <u>s</u>, 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 anthorized, in the event of such default, to take charge of said property and coffect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

as may be necessary to protect the mortgage under the terms and conditions herein set forth. In consideration of the premises the mortgagor 5, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgage on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding - alendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public and rovements 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 mortgager s to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the mortgage, and at the option of the nortgagee, immediately mature the conting to the soft the mortgage, and at the option of the nortgage, immediately mature the cutie principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreelose this mortgage, and apply for the appointment of a receiver, as hereinafter providel; (2) and the holder of this mortgage in any action to foreelose it, shall be entitled (without regard to the adequacy of any security for the deb) to the appointment of a receiver to collect the rules and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein reortgaged property be acquired by any person, persons, partnership or corporation , other than the inortgagor s , by voluntary or involuntary grant or assignment, or in any other manner, without the nortgage's written consent, or s

the mortgaged's , by communy or involuntary grant of 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 aforegoing covenants or conditions for thirty consecutive days.

Withress, the handsand seabof the said mortgagors.

Attest: state ot Maryland,

(SEAL) A 4 (SEAL) BAR

Allegany County, to-wit:

I hereby certify, That on this 7TH day of May, JUNE

in the year nineteen hundred and *fortyfiftyfour*, 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 <u>they</u>acknowledged the aforegoing mortgage to be <u>their</u> act and deed; and at the same time before me also personally appeared <u>George W. Legge</u>. 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 Notariai Seal the day and year aforesaid. 0 Notary Public

Compered and Massed Delivered 5-41

LIGER 305 PAGE 130

FILED AND .u.CU.JED JUNE 8" 1954 at 12:05 P.M.



Top E. Barnes and Pearl B. Barnes, his wife,

of Allegany County, in the State of Maryland, part 1980of 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:

1

unbercas, the said mortgagee has this day loaned to the said mortgagors, the sum of One Thousand Three Hundred Fifty (\$1350.00) Dollars.

RE

s 10 10

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 <u>Twenty Five (\$25,00)</u> Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Obercfore, in consideration of the premises, and of the sum of one dollar in hand 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 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 percels of ground situated near the Little Valley Road about 1 miles northwesterly of the City of Cumberland, Allageny 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 Allagany County, Maryland, which said lotg 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 de-grees 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 Tren-ton 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 ag-gregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for pay-ing the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional colla-teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid 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-gagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do 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 e, <u>their</u> 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 theinpart to be performed, then this mortgage shall be void.

End it is Egreed 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 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 herely secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or George W. 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 neces-or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which sale shall be made in groups in some newspaper published in Cumberland, Maryland, which sale shall be at public auction for cash, and the proceeds arising from such mission of eight per cent, 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 under the above power but no sale, one-half of the above commission shall he allowed and paid by the mortgagors, representatives, heirs or assigns.

Endthe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-gagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least 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 mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness herehy secured, do herehy 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 he necessary to protect the mortgage under the terms and conditions herein set forth.

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-hereby covenant with the mortgagee as follows: (1) to deliver to the fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts 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 the same shall mental levies that may be made on the mortgage 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 mortgage. In the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property in good condition of repair, the mortgage may immediate repayment of the debt herehy secured and the failure of the mortgagor **§** to comply wortgage, and at the option of the mortgage (mmediately mature the entire principal and interest mortgage, and at the option of the mortgage (mmediately mature the entire principal and interest mortgage, and at the option to foreclose it, shall be entilled (without regard to the advectored of this mortgage in any action to foreclose it, shall be entilled (without regard to the herein mort-gagers by voluntary or involuntary grant or assignment, or in any other manner, without and personal representatives and assigns, without the mortgagers by the mortgagers, there the whole default in the payment of any person, persons, partnership or corporation –, other than the enortgagers by voluntary or involuntary grant or assignment, or in any other manner, without and personal representatives and assigns, without the mortgage written consent, then the whole of said principal sum shall immediately become due and owing as herein provided;

EIMA 305 PAGE 132

Mitness, the hand and seal of said mortgagors

Attest:

TOPE. BARTES Pearl 13. 13 PEARL B. BARNES . 182/ [SEAL] arnes [SEAL]

Notary Public.

State of Maryland, Allegany County, to-wit:

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

in the year ninetcen Hundred and Fifty____Four _____, before me, the subscriber. a Notary Public of the State of Maryland, in and for said County, personally appeared

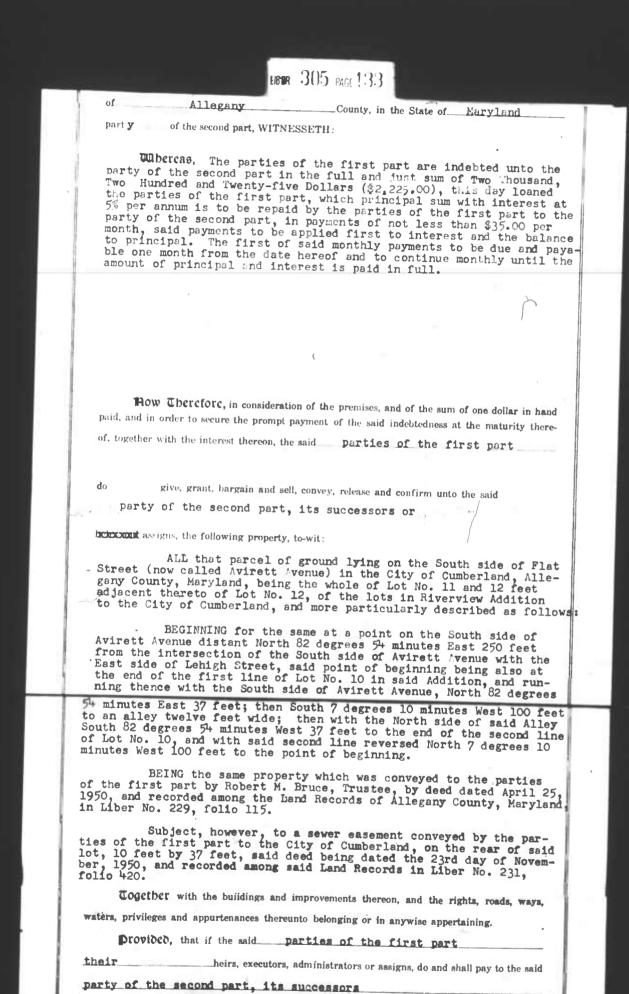
Top E. Barnes and Pearl B. Barnes, his wife,

the said mortgagors herein and they acknowledged the aforegoing 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.

Compared and Mailed Delisoother To Maye City

. .

2710 FILED AND RECORDED JUNE 8" 1954 at 12:55 P.M. This Mortgage, Made this. Stok 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,



sessutance administrator or assigns, the aforesaid sum of_____

nd Twanty-five (65, 225,00) Dolla

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on ______ their _____ part to be

performed, then this mortgage shall be void. **Hnd it is Hgreed** 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 dcmandable.

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

beinstructures 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 halance, 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.

Hnd 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 <u>its successors or</u>

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, <u>its successors</u> <u>intervor</u> assigns, to the extent of <u>its or</u> their lien or claim hercunder, and to place such policy or

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

Hitness, the hand and seal of said mortgagor .

1 1

SEALI [SEAL]

____[SEAL]

LIEBR 305 PAGE 1:35

State of Maryland, Allegany County, to-wit:

83 I hereby certify. That on this____ 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 aforegoing 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.

Tom prest and server of

Notary |

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

This Mortgage, Made this 2th 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, partles 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:

Unbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousand Five Hundred Fifty & 00/100 - - - (\$4550.00) Dollar 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 <u>Saventy-five & 00/100 - (\$75.00) - - -</u> 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 of the payment of each order of the payment of all taxes.





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 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 rame, said point also being South 22 degrees and 9 minutes East 31.1 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. 2 and 9 South 67 degreese and 51 minutes Weet 111.05 feet to the Fasterly side of Sheridan Place, then along the Easterly side of Sheridian Place North 31 degrees and 39 minutee 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 Louieiana 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. Keyeer, his wife, by Charlee Miller and Lula V. Miller, hie 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.

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The said mortgagors hereby warrant generally to, and covenant with, the said mort-gagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do 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 8 , <u>their</u> 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 ontheirpart to be performed, then this mortgage shall be void.

Bud it is Equico 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 mortgagor ε hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the inter-est thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be neces-say and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such asle to apply first, 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 under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagers, representatives, heirs or assigns.

Endthe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-gagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount

of at least. 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 debt.

End 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.

as may be necessary to protect the mortgage under the terms 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 mortgagers, for themselves and their heirs, and person-hereby covenant with the mortgages as follows: (1) to deliver to the mortgage on or before March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgage recipts 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 the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge in any action of said property. or any part thereof, and upon the failure of the mortgager is to keep the huildings on said property. or any part thereof, and upon the failure of the immediate repayment of the debt hereby secured and the failure of the mortgagers. To comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreelose it, shall be entitled (without regard to the ade

Hittess, the handband seaBof said mortgagors.

William Harman

E.

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l [SEAL] Earl O. Keyser Kyow (SEAL) Keyser

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this.

____day of June

Notary Public

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

Farl O. Keyser and Georgia M. Keyser, his wife,

the said mortgagors herein and they acknowledged the aforegoing 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 atthin named mortgagee and made oath in due form of law, that the consideration in and mortgaged 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.

Compared and Mailed Gennerof T Inothing National Bring Md

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FILED AND RECURDED JUNE 8" 1954 at 12:50 P.M. PURCHASE MONEY Ohis 'Mortgage, Made this 2nd day of -Mey- JUNE in the year Nineteen Hundred and fifty-four _____, by and between Į. 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, Allegany of. County, in the State of Maryland, part_ins_____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 (h/b) per annum. AND WHEREAS, this mortgage shall also serve 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.

Non Therefore, in consideration of the premises, and of the sum of one dollar in hand prid, 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 ics – of the first give, grant, bargain and sell, convey, release and confirm unto the said part ies part do of the second part , their

he'rs and assigns, the following property, to-wit:

ALL that lot or parcel of ground known and distinguished as part of Lot Number Fifty (>0) in the Town of Grahamtown, near Frostburg, Allegany County, Maryland, and particularly described as follows:

BEGINN ING 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.

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

grouided, that if the said parties of the first part, their heirs, executors, administra-

tors or assigns, do and shall pay to the said part ics of the second part their

executor . , administrator or assigns, the aforesaid sum of

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- - - - - 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 eovenants herein on their

____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 iss 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, eovenant or condition of this mortgage, then the entire mortgage debt intended to 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 helrs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST _ lts, hls, 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 incldent 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

t the first part . beirs, or assigns, and 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 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 , 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.

miturss, the hands and seals of said mortgagors.

Witness: David R Alexant Stand & Needer

State of Maryland, Allegany County, to-wit:

John Burner Miller Eleanor fellie Milley Seal] ELEANOR NELLIE MILLER

I hereby certify, That on this 2nd day of -May- JUNE in the year nineteen hundred and <u>fifty-four</u>, 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, hia wife,

and each acknowledged the aforegoing 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, hls wife, the within named mortgagees and made oath in due form of law, that the consideration in said

morigner, is true and bona fide as therein set forth.

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

RUTH M. TODD Notary Public

FILED AND RECORDED JUNE 8" 1954 at 1:40 P.H.

LIGER 305 PAGE 141

Con ared and Maile' Geen

- day of ·

by and between

Magel Outer

This Mortgage, Made this - 8 Ch -

in the year nineteen hundred and

June,

Bernard Russell Lewis and Wilna Bernadette Lewis, his wife,

Fifty Four,

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:

Thereas, the said Mortgagers 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 the mave fiven their realissary note of even date herewith, payable on or before three years after date with interest at the rate of 6% per annua, in monthly payments on the principal and interest of not less than Forty (\$10.00) Dollars, each southly 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 shirress, 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 steal 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 twonty (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 Mixon 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.



the said Bornard Russell Lewis of ux by deed dated June 30, 1952, and recorded in Liber No. 2h2, folio 197, one of the Land Records of Allogany County, Maryland. Reference to said deed is hereby made for a further description.

Go have and to hold the above described property unto the said Mortgägee, 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.

Frontided, 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 seil 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 saie, 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 it is agreed that the powers, stipulations and covenants aforesaid are to extend to and d the several heirs, executors, administrators, successors or assigns, of the respective parties

Witness, the hands and seal = of said Mortgagors . Attest: Kul.

thereto

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Bernard Russell Louis (SEAL) Wilme Bernadette LewisEAL, Filme Pernadette LewisEAL,

State of Maryland, Allegany County, to-wit :

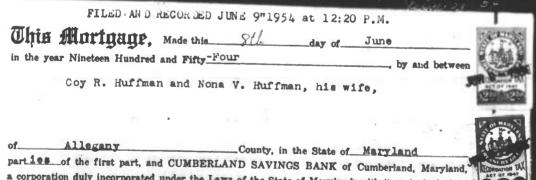
3 hereby Certify, that on this - 8th

day of June, in the year nineteen hundred and Fifty cour, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Bernard Russell Lewis and Wilma Bornadette Lewis, his wife,

and acknowledged the aforegoing mortgage to be their time, before me, also personally appeared Goorge C. Cook, act and deed; and at the same 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 in like manuer, make oath that he is the Cashier and agent or attorney for said corporation and did further, duly authorized by it to make this affidavit. and year above written.

Millian C. Dudlef.



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:



Unbereas, 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 <u>six</u> per cent (_6_%) per annum, to be computed monthly on unpaid balances, in payments of at least

Phirty----- 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 accured thereon, is paid in full, to secure which said principal, together with the interest accuring thereon, these presents are made.

Hnd Cubercas, 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. ______ and _____ None V.

Hufiman, 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 property, to-wit:

All of that lot or parcel of land lying on the west side of a road **Dyong** leading southward from The National dighway, 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 1966, folio 62, one of the Land Records of Allegany County, Maryland, and within the following metes and bounds: BEGRENING at a planted stone on the outline of the original that a communic lands, meanward in shows montioned deed

BEGINNING at a planted stone on the outline of the original tract, and a corner to lands reserved in above mentioned deed as naving 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, 1047, 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.

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,

nis wife, their helrs, 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 <u>Twenty-Five Hundred and no/100-----Doilars</u> (\$ 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 <u>their</u> part to be performed, then this mortgage shall be vold.

And it is Egreed that until default be made in the premises, the said_____

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

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may hold and possess the aforesaid property, upon paying in intime, all taxes, accomments and public liens ievied on said property, all which taxes,

mortgage debt and interest thereon, the said Noy R. Juffman and Nons V, duffman, uis 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

r'. srocke 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 <u>Boy R. Huffman and</u> Nona V. Huffman, his wife, their in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

End the said Coy h. muffman and hone V. Juffman, 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 improvementa on the hereby mortgaged land to the amount of at least

mitness, the handsand seals of said mortgagor a

Attest:

Ù

Ellel H. Carty Coy H. Hurrman none Y

Nona Y Huffran. Nona V. Huffman [SEAL]

[SEAL]

Allegany County, to-wit:

State of Maryland,

I hereby certify. That on this Sth. 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,

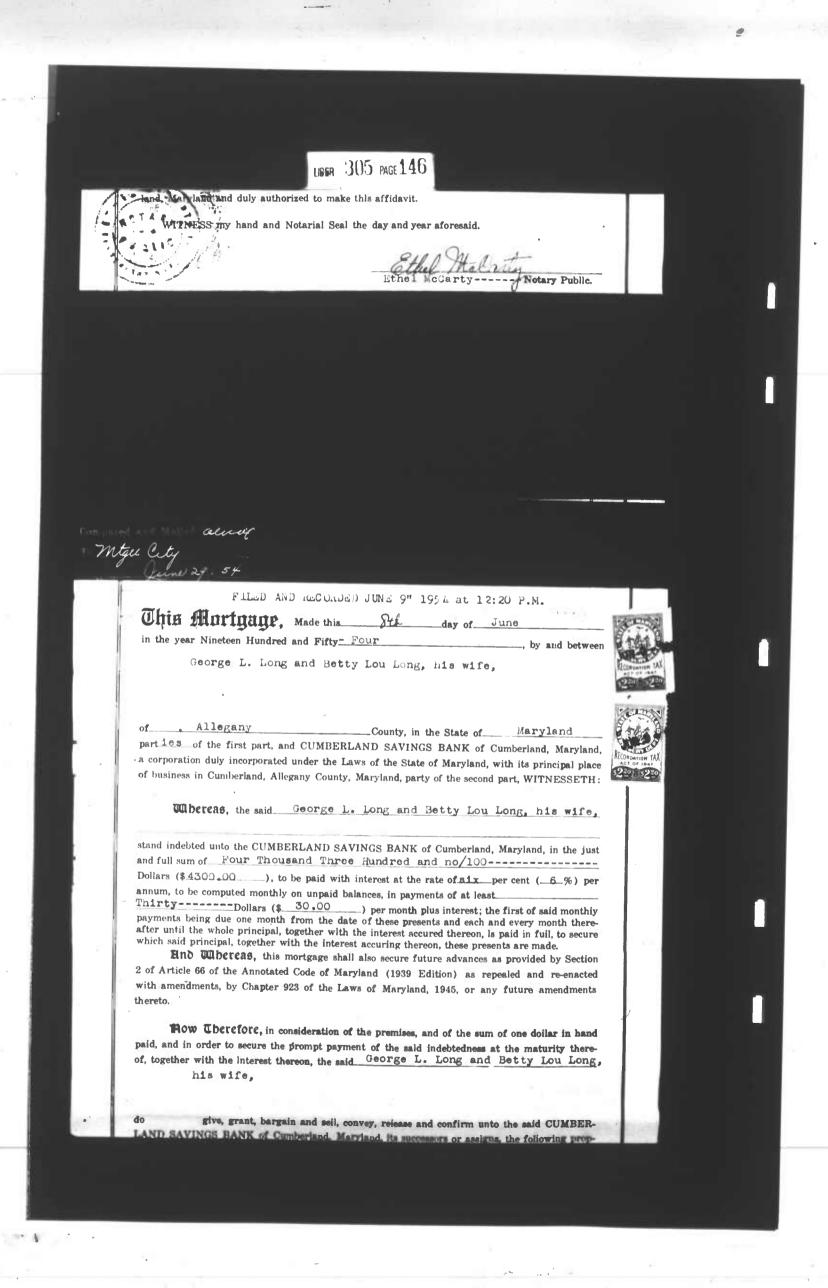
and they acknowledged the aforegoing mortgage to be their

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

Marous A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland.

the within named mortgages, 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 A. Naughton further made oath in due form of law that he is best President and agent of the CIDERFELAND SAVINGS BANK of Cumber



T. M. W.

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erty, to-wit:

1

erty, to-wit: All that lot or parcel of ground situated on the Easterly side of beymour Street, in the City of Cumberland, Allegany Sounty, "aryland, 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 Sounty, in Liber No. 51, folio 724, and which said parts of said lots, are particularly described as follows, to wit: BEGLANING 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 Hij firs to R. T. Kauffman, by deed dated "arch 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 legrees 4 minutes hast 21 feet and 10 inches, then at right angles to said Seymour Street, South 74 degrees 56 minutes hast 100 four Alley; thence with said Alley South 15 degrees 4 minutes

West 21 feet and 10 increas to the end of the second line of said Kauffman lot, and then with said second line reversed 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.

Drovided, that if the said George L. Long and Betty Lou Long.

nis 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.

End it is Egreed that until default be made in the premises, the said_____

George L. Long and Botty 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 jou Long.

his wife,

hereby covenant to pay when legally demandable.

But in ease of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or In any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to 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 therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public 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 I. 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 mortgagor 5, their _representatives, heirs or assigns.

George L. Long and Betty Lou Long, his wife, Hnd the said

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



on the hereby mortgaged land to the amount of at least

Four housand 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.

Mitness, the handband sealsof said mortgagor s

Attest:

Elfel McCarty [SEAL] Lou Lone [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

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

and they acknowledged the aforegoing 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

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

OTA MUTMESS my hand and Notarial Seal the day and year aforesaid.

Ellel Mcharty --- Notary Public.

The st Lage acty City 19 18 54

in the

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

This Mortgage, Made this 8TH day of JUNE

year Nineteen Hundred and	fifty -four by a	nd between
James D.	Davy and Anna G.	Davy, his wife,

of Allegany County, in the State of Maryland, part¹⁸⁸ 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:

URDereas, the said mortgagee has this day loaned to the said mortgagors, the sum of <u>**Five Thousand Six Hundred &** 00/100 - - - (\$5600.00) - - - Dollars,</u> which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of $\frac{14}{2}$ per cent. per annum, in the manner following:

By the payment of <u>Thirty-five & $\frac{1}{5}/100 - - - -$ (\$35.45) - - Dollars</u> on or before the first day of each and every month from the date hereof, until the whole of said and the said installment payment may be applied by the mortgage in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges 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

How **Cherefore**, in consideration of the premises, and of the sum of one dollar in hand 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 altuated 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 accords 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



Seconds of Allegany County, Maryland, simultaneously with the recording

of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the ag-gregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for pay-ing the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto." amendments thereto,

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional colla-teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid 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 buildinga, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

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

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

Cogcther 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, <u>their</u> 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 impart to be performed, then this mortgage shall be void.

End it is Egreed 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 licns levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the inter-est thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. 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 neces-say and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, 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 mortgagers, representatives, heirs or assigns.

Endthe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-gagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount gages or its successors or assigns, the improvements on the hereby mortgaged talk to the basis 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 piace such policy or policies 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.

Bud 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 failing due from said premises after default under the farms of this mortgage, and the mortgage is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and person-al representatives, do mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law fully imposed taxes for the preceding calendar year; to deliver to the mortgage recipts evidencing the payment of all law

- 1 - -

LIGER 305 PAGE 151

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 the same shall mental levies that may be made on the mortgaged property, on this mortgage or nole, 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 in good condition of repair, the mortgage for demand the inmediate repair of said buildings or any part thereof, and upon the failure of the mortgager f to keep the buildings on said property in good condition of repair, the mortgage for demand the inmediate repair of said buildings or an increase in the amount of security, or the with said demand of the mortgage for a period of thirty days shall constitute a breach of this because, and at the option of the mortgage, inmodiately mature the entire principal and interest of this mortgage, and apply for the appointment of a receiver, as hereinfter proceedings to forcelose this of this mortgage in any action to forcelose it, shall be entitled (without regard to the ad unev of premises and account therefor as the Court may direct; (1) that should the life to the berein mort-gaged property be acquired by any person, persons, partnership or corporation —, other than the and personal representations and assigns, without the mortgage's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (3) that the and personal representatives and assigns, without the mortgage'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 principal sum shall immediately become due and owing as herein provided; (5) that the personal representatives and assigns, without the mortgage's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the probal second performance

Mitness, the hand and sealeof said mortgagors

Attest: James D. Davy James D. Davy Anna S. Davy Anna G. Davy [SEAL] [SEAL]

State of Maryland, Allegany County, to-wit:

1

I hereby certify. That on this 870 day of JUNE

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

James D. Davy and Anna G. Davy, his wife,

the said mortgagors herein and they acknowledged the aforegoing 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.

VIENESS c hand and Notarial Seal the day and year aforesaid. Any + . ъ *INTEAND Y, ary Public.

Commared and counted Delivered E To Geo N. Legge Atty City

18 54

LIBER 305 PAGE 152

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

This Mortgage, Made this 8 TH day of JUNE in the

year Nineteen Hundred and Forty Fifty-four __by and between

mentin L. Briffey and Hazel P. Griffey, his wife.

A legger County, in the State of of_ Maryland

part leg 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:

mhrreas, the said mortgagee has this day loaned to the said mortgagor * . , the sum of Four Thousand & c0/100 - - - - - - (24000.00) - - - - - - - Dollars, which said sum the mortgagors to repay in installments with interest thereon from /agree the date hereof, at the mate of $5\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of Fort - & 00/100 - - - - (44,00) - - - - - Dollars,on or before the first day of each and every month from the date hereof, until the whole of saidprincipal 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) tothe payment of interest: (2) to the payment of all taxes, water rent, assessments or public chargesof every nature and description, ground cent, fire and tornado insurance premiums and othercharges 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 thegranting 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, Allegany 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 . o'nt on the third line of that portion of the aforesaid school property which was conveyed to the Board of School Commissioners of Allegany County, by deed of Namuel H. albright, et ux, dated May 30, 1889, and recorded in Liber No. 67, folio 94 of the Land Records of Allegany County, Maryland, and being, also, at the intersection of two reference lines, wiz: 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 740 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

1 1

(2) N 24⁰ 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

an unn Run; then annoximately rarallel with and u-said Run

75⁰ 49' % 76.50 feet to a state, 3 770 131 137.70 feet to a stake,

5 74⁰ 301 W 29.20 feet to a state,

(c) . 42.30 feet to a state scouding on the aforesaid third line of the albright purcel; then leaving said this running with a part of said third line.

(7) 0 192 - 1

Being the same property which was conveyed into the parties of the first

ert by deed of the County Consistioners of Clenary County, Earyland, of even date,

which is intermed to be remorded upong the Land Records of a legang County, Maryland,

inclt neounly 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

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. The Mortgagor s

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.

Ungether 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 5 , <u>their</u> 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 theirpart 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 aforesald, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to 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,

presents are nereby declared to be made in trust, and the said mortgagee, its successors or assigns, or <u>George W. Legge</u>, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for 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 said have then matured or not; and as to the balance to raw it over to the said mortgage.

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

And the said mortgagor,s', further covenant to insure forthwith, and pending the exis-tence 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

- Dollars



A fl the said mortgagor 5^{--} , 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 mortgager order the terms and conditions herein set forth. In consideration of the premises the mortgagors for the mortgage as follows: (1) to deliver to the mortgage 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 mortgage 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 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 hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and pay for the appointment of a receiver, as hereinafter provide; (3) and the holder any security for the debt) to the appointment of a receiver to collect the rents and profits of said promises 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 of the mortgage's written consent, or should the same be encumbered by the mortgagor 5 , their

the mortgaged's written consent, or should the same be encumbered by the mortgagers , their theirs, personal representatives and assigns, without the mortgaged's written consent, then the whole of said principal sum shall immediatly 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 aforegoing covenants or conditions for thirty consecutive days.

Hazel

WithPBB, the handband seals of the said mortgagors.

Attest:

1 -

(SEAL) (SEAL) I. Griffey

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 8 TH 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 mortgagor s herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared <u>George W. Legge</u>, 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.

WIT Is my hand and Notarial Seal the day and year aforesaid.

Notary Public

LIDIA 305 PAGE 155

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

and Beine Delivered E

in the

atty ali 5-44

This Mortgage, Made this 874 day of JUNE

vear 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, part 1060f 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:

Unbercas, the said mortgagee has this day loaned to the said mortgagors, the sum of Five Thousand Five Hundred & 00/100 - - - (\$5500.00) which said sum the mortgagors agree - - Dollars, to repay in Installments with interest thereon from the date hereof, at the rate of $\frac{\mu_1}{2}$ per cent. per annum, in the manner following:

By the payment of <u>Thirty-four & 82/100 - - (\$34.82) - - Dollars</u>on or before the first day of each and every month from the date hereof, until the whole of saidand the said installment payment may be applied by the mortgagee in the following order: (1) toof every nature and description, ground rent, fire and tornado insurance premiums and othersaid principal sum. The due execution of this mortgage having been a condition precedent to thegranting of said advance.</u>

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 bargaln and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-ing described property, to-wit:

All that lot or parcel of ground situated on PrinceGeorge · 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 Mesterly side of Stewart Avenue and the Northerly side of Prince George Street, and running then along the northeriy eide 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 coutherly line of a 12 foot alley which line is the third line of the whole property conveyed to Herry L. Smith and Anna Nora Smith, hie 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 coutherly side of said 12 foot alley and the westerly side of Stewart Avenue, then clong 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 tergent to the last nemed course with a radius of 15 feet 33.94 feet to the place of beginning, said curved line leing at the said place of beginning tangent to the northerly side of FrinceGeorge Street.

Being the same property which was conveyed unto Raymond W. Hanne, eingle, by deed of C. Glenn Watson and Ethel M. Wateon, his wife, dated the 9th day of May, 1942 and recorded among the Land Recorde 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 Hcalth and Aceident 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 indubtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagec 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.

COGCTDET 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 bold the above described land and premises unto the said mortgagee,

its successors and assigns, forever, provided that if the said mortgagors , <u>their</u> 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 theirs to be performed, then this mortgage shall be void. **And it is Agreed** that until default be made in the premises, the said mortgagor z may public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally decoandable.

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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 becoole due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, at any time thereafter, to sell the property hereby mortgaged, or so much thereof, as may be neces-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 neces-or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days? Maryland, which said shall shall be at public auction for cash, and the proceeds arising from such mission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have them matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-gagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousend 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 hereunder, and to place such policy or policies forthwith in possession of the mortgage, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End 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.

as may be necessary to protect the mortgage under the terms and conditions herein set forth. In consideration of the premises the mortgagors, for themselves and their heirs, and person-al representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evi-dencing the payment of all liens for public improvements within ninety days after the same shall were and payable and to pay and discharge within ninety days after due date all govern-other way from the indebtedness secured by this mortgage (2) to permit, commit or suffer no wortscares at the keep the buildings on said property, or any part thereof, and upon the failure of the mortagers at the keep the buildings on said property in good condition of repair, the mortrager as demand the immediate repair of said buildings or an increase in the amount of security, or the mortage, and at the option of the mortgage may, without notice, institute a breach of 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 mort-gages, written consent, or should the same be encumbered by the mortgagers, their heirs of said personal representatives and assigns, without the mortgage is written consent, then the whole of said personal representatives and assigns, without the mortgage is written consent, then the whole of said personal representatives and assigns, without the mortgage is written consent, then the whole of said personal representatives and assigns, without the mortgage is written consent, then the whole of said personal

mitness, the handsand sealsof said mortgagors .

Attest:

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< ISEAL1 Henne Hane Tarma D. [SEAL] Norma D. Hahne [SEAL]

[SEAL]

USR 305 mg 158 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 Baymond W. Hahne and Norma D. Hahne, his wife. the said mortgagors herein and they acknowledged the aforegoing 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 lan of law that he had the proper authority to make this affidavit as agent for the said mortgagee. 6 J. ... WITNESS my hand and Notarial Seal the day and year aforesaid. Peres Lola Notary Public. and Malled Church 8 Mtger Froschurg Thd 55 FILED AND RECORDED JUNE 9"1954 at 8:55 A.M. PURCHASE MONEY This Mortgage, Made this 4 th day of ----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

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peyable one year efter 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 end 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 segure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1925 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any juture amendments thereto.

Now Chrrefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereor,

together with the interest thereon, including any future advances, the said part 100 of the first

part dhereby give, grant, bargain and sell, convey, release and confirm unto the said party.

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

ALL those lots, pieces or parcels of land lying and being in Al-legany County, Meryland, situate in the Town of Frostburg and more particularly described as follows:

FIRST: ALL that lot or percel 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, 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 percel of lend 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

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, Meryland, 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 wes 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, theirheirs, executors, administra-

tors or assigns, do and shall pay to the said party_____of the second part, its successors

ARE DESCRIPTION OF assigns, the aforesaid sum of_

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.

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And it is Agreed that until default be made in the premises, the said partice 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 108 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 m y

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 he'rs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public 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 ease of advertisement under the above power but no sale, one-half of the above commission shall be allowed and real limits.

and paid by the mortgagor a, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage 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 ease of fire or other losses to inure to the benefit of the mortgagee , **its auccessors berx** or

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

mitness, the hands and seals of said mortgagors .

Witness: (as to Bath) Leta m. Jode Yau [Seal]

State of Maryland, Allegany County, to-wit:

- - - A

I hereby certify, That on this 4 th day of VUNE

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. HABTRLEIN and DOROTHY HABERLEIN, his wife

and each acknowledged the aforegoing 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

the Washier of said Bank and duly authorized by it to make this

Futto In - Toda Notary Public

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

FILED AND AECOADED JUNE 9" 1954 at 11:20 A.M. Ohis Murtgage, Made this 8th. day of June in the year

Nineteen Hundred and Fifty-four

by and between

ERVIN W. SKIDMORE and ERLA 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:

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(\$1,900.00) with interest at the rate of \$1x 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

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 Freeiburg, Allegrany County, Maryland, the mortgages, its successors and



assigns, in fee simple, the following described property, to-wit:

all that let or parcel of ground situated on the South side of Finey Mountain Read in Slection District No. twenty-four (24), and South of the Village of Eckhart, alle any County, Maryland, and hore particularly described as follows: (true meridian courses and horizontal distances used throughout.)

BEGINTING 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 duted 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 Finey Kountain Road and running thence with the South side of said Road, North eighty-six degrees thenty-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 ond 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.

BELNC the same property which was conveyed to the said Ervin %. Skidmore and Erma Thorpe Skidmore, mis wife, by deed from Rachel E. Knieriem, Trustee, aated November 6, 1950 and recorded in Liber 231, folio 607 one of the Lang Records of sillegany 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-wlt: 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

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UEER 305 PAGE 165

the date hereof, at the pate of 51 per cent. per annum, in the manner following

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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 and the said installment payment — ay 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, tire 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-

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, thich said parcel is more particularly describedes County, Maryland, which said parcel is more particularly describedes

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 Sophis Brinker dated April 7, 1898, which is recordedin 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. 3 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 Mest 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. 398

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

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

The Mortgagor s covenant to maintain ail 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 shail 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, renewais, and improvements, so that the efficiency of said property shail 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 shail be added to the unpaid balance of this indebtedness.

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

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

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

In 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 **B**, ...**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 theirt to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor 6 may hold and possess the aforesaid property, upon 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 6 hereby covenant to pay when legally demandable.

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

or <u>George W. Legga</u>, 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 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 B, 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 B, their representatives, heirs or assigns

And the said mortgagor, **B**, 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) amount of at least <u>Seven Thousand (\$7000.00)</u> 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

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 iasues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

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 govern-mental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor **s** to keep the buildings on said property in good condition of repair, the mortgage 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 mortgage 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 in any action to foreclose it, shall be entited (without regard to the adequacy of any security for the debt) to the appointment of a receiver, as hereinafter provided; (8) and the holder of this mortgage in any action to foreclose it, shall be entited (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 mort-gaged property be acquired by

the mortgaged's written consent, or should the same be encumbered by the mortgagor S, <u>their</u> heirs, personal representatives and assigns, without the mortgaged's written consent, then the whole of said principal sum shall immediatly 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 consecutive days.

Williegs, the handband seaBof	the said mortgagor 8.
Attest:	
- Q	(Serl ADPel (SEAL)
A Dreed Hans	HERBERT D. LEHR Shirley & Sehr (SEAL)
Gurun	SHIRLEY, Z. LIHR (SEAL)
	CARLE A NOTA (SEAL)

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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.

LIEFR 305 PAGE 163

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 THOUGHED NEED AND MO/100----

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 mortgage 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 hreach 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 daya or after default in the performance of any of the aforegoing covenants or conditions for aixty 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 llens 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 Readiustment 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

L M. Jaca N. Raco ref. M. Raca Rainh 4 Race

Ening W. Skidmore (SEAL) ERVIN W. SKIDMORE Erma Tlorge Slide now (SEAL) ERAA THORPE SKIDNORE

_(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-rour before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

RVIN W. SKIDHORE and ERMA THORPE SKIDHORE, his wife

and each acknowledged the foregoing mortgage to be their respective G. Alvin Kreiling act; and at the same time, before me also personally appeared WENGORONON, 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 WENGORONONON, 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.



all Mr. Jaca Ralph M. Race. otary Public

ann 2.6 Sen st. Legge arty City 54

Whereas, the said mortgagee has this day loaned to the said mortgagor s , 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 27N day of June,

in the year nineteen hundred and Tifty 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. Lenr (divorced)

the said mortgagor **B** herein and <u>they</u> acknowledged the aforegoing mortgage to be <u>theiract</u> and deed; and at the same time before me also personally appeared. <u>George W. Legge</u>. 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 mortgage.

WTNESSenv hand and Notarial Seal the day and year aforesaid.

Notary Public

T A Carltuckarder etty

FILED AND MECONDED JUNE 10" 1954 at 125 P.M.

We, George Mc Shroyer and Lawrence E. Ellsworth, Administrators of the Natate 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 Proceedings 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 346, folio 82, 377.

Witness our hands and seals this Std. day of FRNE A. D. 1954.

Witnessi

LIGER 305 PAGE 168 Deorgeome Showy en Elece That Walker -----(SEAL) George Mc Shroyer Janena C. allsont ---- (SEAL) Lawrence E. Ellsworth Administrators of the Estate of Louis D. Shroyer, Deceased. WEST-VIRGINIA State of Herylond, MINERAL Allogany County, to-wit: I hereby certify, that on this 8. day of TXNE I hereby certify, that on this SAM. day of VNNE A. D. 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for 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 aforegoing Release of Mortgage to be their act and deed, as Administrators of the Estate of Louis D. Shroyer, Deceased. Titness my hand and Notarial Seal the day and year last above written. Ci Gulken Notary Public. sion expires JAN. 328 1955 Company and elung mager City FILED AND RECORDED JUNE 10" 1954 at 2:40 P.M. THIS FURCHASE MONEY MORTGAGE, Made this 31 day of , 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 10 00 day of July, 1954, and a like and equal sum of not less than One Hundred and Twenty Dollars (\$120.00) on the said 10 day of each and every month thereafter, said monthly payments to be applied first to interest and the balance to unpaid principal debt. The

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ontire unpaid principal debt together with interest due thereon shall become due and payable ton years (10) from the date of this mortgage.

NO., SHERED OR., "HIL FORTSAGE WITLINSSATH:

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 indeptembers, to ether 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 morteare 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, convoy, 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, Allogany 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 Putler property and running with the line of fence along the south-easterly boundary of the said Weires Farm, South 23 degrees and 18 minutes Mest, 264-4/10 feet to an iron stake, thence leaving the line of fence, North 39 degrees and 50 minutes Mest, 189 feet to the beginning, containing 25 acres more or less.

Excepting, however, from this conveyance the 40 foot street, Meires 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 H. 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 Ind day of from Land Records of Allegany County, Maryland, of even date herewith.

THIS MORTCA IN IS GIVEN TO SECURE A PART OF THE PURCHASE PRICTOR THE ABOVE DESCRIPED PROPERTY AND IS A PURCHASE NOMEZ NORTCACE.

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

TO HAV. 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

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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 northane debt afforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortcage, then the entire mortgare dobt intended to be hereby secured shall at once bocome duc 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 thoir duly constituted attorney or acent, are hereby authorized and empowered at any time thereafter, te sell the property heroby mortgared, or so much thereof as may bo necessary; and to grant and convoy the same to the purchasor or purchasers thereof, his, her or their heirs or assigns; which sale sall 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 salo and all premiums of insuranco 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 hcrein 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 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 mortgagoe, or the mortgagee may offect said insurance and colloct the premiums thereon with interest as part of the mortgage debt.

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

WITH MS the hands and seals of said mortgagors.

Lawronce A. Clopper (S AL)

Tauline & Clopper (SMAL)

Thomas B. Finan

A "" .5":

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STA E OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CURTIFY, That on this <u>34</u> day of <u>June</u> 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, porsonally appeared Lawrence A. Clopper and Pauline S. Clopper, his wife, and acknowledged the aforegoing mortgage to be their respective act; and at the same time, before me, also personally appeared

A. W. Tivdal , President of Tho 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

did further, in like manner, make oath r faat he is the president of The First National Bank of Cumberland, ρ_{UP} and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal.

Ly Commission expires Eay 2, 1955

Compared and Section Delivered E Theo I Legge alty city £. 54

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

PURCHASE MONEY

This Mortgage, Made this 97H 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, 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:

Wabercas, the said mortgagee has this day loaned to the said mortgagors, the sum of Six Thousand (\$6000.00)

s 10' s 10

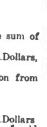
which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of <u>Sixty (\$60.0C)</u> 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 sald 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 Le maturity thereof, together with the interest thereon, the said mortgagors do 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 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 Hignway (Route 220), said stake being at the end of the second line of the deed from Cheleie 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, eaid staks being also South 54 degrees 44 minutas West 90.2 fest from the most northwesterly corner of the C. & L. Welding Company's Office Building, and running then with the southwasterly eide of said Route 220 North 36 degrees 43 minutes East 60 feet to a staks, then South 53 degrees 17 minutes Eget 161.5 feet to a point on the right-of-way limite of the B. & O. Railroad Co., then with said right-of-way limits South 31 degrees 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 limite and with the said third line re-





versed North 53 degrees 17 minutes West 107.6 feet to the place of reginning.

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, Meryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the ag-gregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any suck-indvance is used for pay-ing the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any

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

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

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

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

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

Cogether 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 5, <u>their</u> 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 ontheirpart to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor ε may hold and possess the aforesaid property, upon 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 ε 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 onee become due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be neces-say and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which sale shall be at public 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 com-mission of eight per cent. to the party selling or making asid 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-haif of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Endthe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-gagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount

of at least <u>Six Thougand (\$6000,00)</u> 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 mortgage, its successors or assigns, to the extent of its ilen or claim hereunder, and to place such policy or policies forthwith in possession of the mortgage, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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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.

as may be necessary to protect the mortgage under the terms and conditions herein set forth. In consideration of the premises the mortgages, for themselves and their heirs, and persons mortgage on or before. March 15th of each year tax recipts evidencing the payment of all heus for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall metal to be and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall metal 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 nortgagers to keep the buildings on said property or any part thereof, and upon the failure of the demand the invediate repair of said property in good condition of repair, the mortgage to rook or the mortgage. and at the option of the mortgage, immediately mature the entire principal and interest wortgage, and at the option of the mortgage, immediately mature the entire principal of this of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequary of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequary of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequary of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequary of this mortgage is and account therefor as the Court may direct; (1) that should be title to the herein mort-mortgages, and apply for the appointment of a receiver to collect the rents and profits of said property be acquired by any person, persons, partnership or in any other manner, without at the personal representatives and assigns, without the mortgage withe mortgages, their heirs and personal representatives and assigns, without the mortgage withen onousen

mitness, the hand and seal of said mortgagors

Attest:

SEALI Muy Co MARY E. [SEAL]

Notary Public.

State of Maryland, Allegany County, to-wit:

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I hereby certify. That on this____ 9TH. day of June.

in the year ninetcen 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 aforegoing 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.

IE . WITNESS my hand and Notarial Seal the day and year aforesaid. .0 el.a

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

in the

Dollars.

\$550 \$550

This Mortgage, Made this 274 day of_ June. 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

ull Delivered &

The A. Z.

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unbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of

Six Thousand Seven Hundred (\$6700.00)

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 afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All that lot or parcel of ground situated on the north-west side of Bedford Street in Cumberland, Allegany County, May-land, 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 parti-cularly described as follows, to wit: Beginning for the same at the southwest corner of Lot No. 4 of the aforementioned Blocher iddition

of the aforementioned Blocher Addition, said point stands on the northwest side of Bedford Street, and running then with said Bed-ford Street and with part of the first line of Lot No. 3 reversed (magnetic bearings as of the old deed) South 22 degrees 15 mi-nutes 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. of the aforementioned Blocher Addition, said point stands on 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 in-ches which strip of ground togsther with a contiguous strip or slip two feet 5 inches wids 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 enid Lot No. 3 from Bareh McNeill to Mary Shryer dated March 24, 1841, recorded in Liber BB, folie 454 end 456 stc., ehall constitute an alley or passage way of a width of 31 feet, and running back a distance of 34 feet 5 inches, the perpetuel use of enid alley is granted to the said party of the second part, its successore and assigne,

in common with the owners of the adjoining or the southwest helf 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 sures 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 Lbox will execute such further assurances as may be requisite.

COGCIDEr 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 0, <u>their</u> heirs, executors, administrators or assigns, do and shall pay to the said mortgage, 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 theirs to be performed, then this mortgage shall be void.

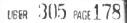
Bud it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant 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 necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public 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.

Enothe 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 <u>Bix Thousand Savan Hundred (\$6700.00)</u> 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.

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



IFER JOJ PART 175 In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgage as follows: (1) to deliver to the mortgage on or before. March 15th of each year tax recipts evidencing the payment of all havfully imposed taxes for the preceding calendar year; to deliver to the mortgage recipts evidecoing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge in any another secure any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, iopairment or deterioration of said property, or any part thereof, and upon the failure of the mortgage of the mortgage for a period of thirty days shall constitute a breach of this mortgage, and at the option of the nortgage, immediately mature the entire principal and interest hereby secured, and the mortgage for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of premises and account therefor as the Court may direct; (1) that should the fittle to the herein mortmered property be acquired by any person, persons, parthership or corpor

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mitness, the hand and seal of said mortgagors

Attest:

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[SEAL] STANLEY 164 (SEAL) GLADYS K. DANIELS

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 974 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

Starley T. Daniels and Gladys K. Daniels, his wife,

the said mortgagors herein and they acknowledged the aforegoing 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.

 \mathcal{T}_{a}^{i} WHNESS my hand and Notarial Seal the day and year aforesaid. 10.9110.00 2 ta otary Public.

Compared and Mailed Setsates

20 29 19 54

NER 305 PAGE 179

FILED AND RECORDED JUNE 10" 1954 at 3:35 P.M. TPIS MORTGACE, Made this <u>72</u> 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 HANK 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 ($\frac{1}{2}$, COO.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($\frac{1}{2}29.22$) on account of interest and principal, payments to begin on the <u>7</u>th day of <u>July</u>, 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. NO₂th, THEREFORE, THIS * ORTGAGE "ITTNESSETH:

That, for and in consideration of the premises and of the sum of one (\$1.66) 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 argregate 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 mort aged 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:

BECINNING 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 reet; (3) South 40 degrees West 34 feet; (4) South 28 degrees West 139 reet; (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) mast 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 reet; (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 apportaining.

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 (42,000.00) bollars, 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 deys' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for eash, 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

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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 sule, one-half of the above commissions shall be allowed and paid by the mortgaeors, 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.

WITHESS the hands and seals of the said mortgagors.

WITNESS as to both:

A. A. Helmich

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<u>Hillian</u> (SEAL) Willian (STicer (SEAL) <u>Elve a. Slider</u> (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this <u>7</u> day of June, 1954, before me, the subscriber, a Notary Fublic in and for the State and County aforesaid, personally appeared WILLIAM J. SLIDER and ELVA A. SLIDER, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALEERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the definition in said mortgage is true and bona fide as therein Net. Torth.

WITNESS my hand and Notarial Seal.

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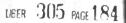
FILED AND ACCOUNTED JUNE 10"1954 at 3:35 P.M.

THIS CRIGACE, Made this SH. day of June, 1954, by and between LaLah H. DAVIS, widow, of Allegany County, Maryland, party of the first part, and THE FIRST NATIONAL HARK OF SUMMALAND, a banking corporation, only organized under the laws of the United States, party of the second part, "ITURSEET :

WhichEAS, the party of the first wirt is justly and bone fice invebted onto the party of the second part in the full and Just sum of Nine Sunared (1966.00) Dollars, with interest from date at the rate of six (5%) per cent per annum, and wilch said our the said verty of the first curt covenants and agrees to pay in equal sonthly installments of Twenty One Dollars and Ten Cents (\$21.10) on account of interest and principal, payments to begin on the 25th day of _ fully ____, 1954, and continuing on the same day of each and every conth thereafter until the whole of said principal sum and interest is puid. 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 . ORTGAGE SITUESSETH:

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 nortgaged 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 moad, in election district NC. 7, in alle any County, Laryland, which is more particularly described as follows, to-vit:

BEGLELING 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 UC minutes mast 212 rest to another iron pin along the Northwesterly boundary of said lot, thence leeving the boundary of said lot and running North 43 degrees 15 minutes Nest 99 feet to a chestnut stump, thence South 33 degrees 45 minutes lest 212.7 feet to another iron pin, thence South 37 degrees 25 minutes East 50 rest, more or less, to the place of beginding.

It being the same property conveyed to Milliam C. Davis and Leish 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 Allegany County, Maryland, in liber No. 201, folio 577; Milliam C. Davis having died in 1945, the entire title to this property is now vested in Leigh 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 essigns, the aforesaid sum of Mine Hundred (\$900.00) Dollars, together with the interest thereon, in the manner and et the time es above set forth, and such future advences, together with the interest thereon, as may be made by the party of the second part to the party of the first part as hereintefore 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 pert 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

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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 dect.

But in case of default being made in payment of the mortgage aebt aforesaid, or of the interest thoreon, in whole or in part, or in any agreement, covenant or condition of this cortgage, then the entire mortgage debt intended to be hereby secured, including suck 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 aeclared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their auly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner 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 upply 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 ussigns, 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 inure

UBER 305 PAGE 186

to the benefit of the mortgagee, its successors or asrigns, to the extent of its or their lies or claim hereunder, and to place such policy or molicies forthwith in possession of the mortgagee, or the mort ager may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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IT. B.J. Tilldia

Lelah Ho Lowis [JAL]

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STATE OF PARYLIND. WILLING N ONDERTY, to-witt

I PERFER OF TIRY, That on this THE day of June, 1954, before ze, the subscriber, a lotary Jublic in and for the State and County aforesaid, personally appeared LaLAH H. DAVIS, widow, and acknowledges the storegoing mortgage to be her act and deed; and, at the same time, before me personally appeared ALPERT π_{\star} TINEN, President of the First National Bank of Cumberland, the within named mortgages, and made oath in due form of law that the consideration in said mortgage is true and bong fide as therein

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Mand W. Odes Bothry Tublic By Commission expires May 2, 1955

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FILED AND RECURDED JUNE 10" 1954 at 9:00 A.M. **This Allorithty ages**, Made this *gth* day of *fume* 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 aingular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under

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 (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

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 Trast 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.

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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 auccessors 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 assigna,

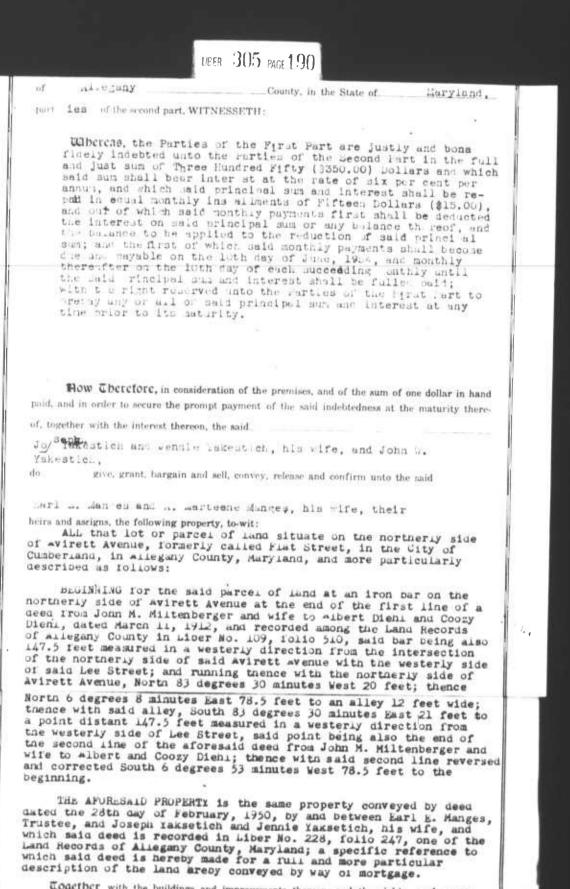
AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

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

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EIRIR 305 PAGE 154 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. James Middley B. Comba (SEAL) ATTEST: STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I hereby Certify, that on this 9th day of Juni hundred and fifty-four in the year nineteen before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared arriey B. Combs and Elsie Combes, his wife, and each acknowledged, the foregoing mortgage to be deed; and at the same time, before me, also personally appeared Charles A. Piper act and 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 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 above written. 11.20 S mtger lity and and FILED AND GECORDED JUNE 10"1954 at 10:00 A.M. This Mortgage, Made this 4 day of May, in the year Nineteen Hundred and Fifty -Lour, ____, by and between seph $J_0/Yakestich$ and Jennie Yakestich, his wife, and John W. Yakestich, Allegany County, in the State of Maryland of. part iss of the first part, and Earl E. Manges and A. Marteene Manges, his wife,

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and the state

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

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

Drovided, that if the said Joseph Yakestich and Jennie Yakestich, has w fe, and John ". Yakestich, their heirs, executors, administrators or assigns, do and shall pay to the said

Sarl E. Manges and A. Marteene Manges, his wife, their

executor a, administrators or assigns, the aforesaid sum of

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Three Hundred Fifty Dollars (\$350.00) - - - -

assigns, the improvements on the hereby mortgaged land to the amount of at least Dollars. and to can o the policy or policies issued therefor to be a framed or endorsed, as in case of fires, heirs of a signs, to the extent their meaning of the second standard second structure on energy and the second term attack of the second Allitness, et al. 14 and the entrance of Accession

al 6 bu a. Callering further covenant to manie for liwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or the life

, and the property of the time , heir-ror assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be dlowed and paid by the mortgagor 5 [27] representatives, heirs or assigns,

And the said concert incontration and contract careation , has write, a

Let \mathbf{b} events administrator and a spin, or but here the administrator and a spin, or gent, are hereby authorized and en-powered, at any since the subset to sell the property hereby neutrogened or to reach thereof, his, here or their beins or as i.e. ; which the bulk is added to the purchaser or purchaser thereof, his, here or their beins or as i.e. ; which the bulk be rade to the purchaser following towards. By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in **Convex berked**. Maryland, which such all shall be at public anction for cash, and the proceeds arising free such sale to apply first to the payment of all expenses incident to such sale, meltiding all taxe, level, and is comparison of ought proceeds to the parts calling or undergo addication and the proceeds arising there are no conversion of any terms of the parts calling or undergo addication and the proceeds arising travelevel and is comparison of ought proceeds to the parts of the parts of the parts of the part of the part of the parts of the part of the parts of th 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 satured or not; and a no the balance, to pay it over no the said -2 , b=0, 2 , b=0, 2

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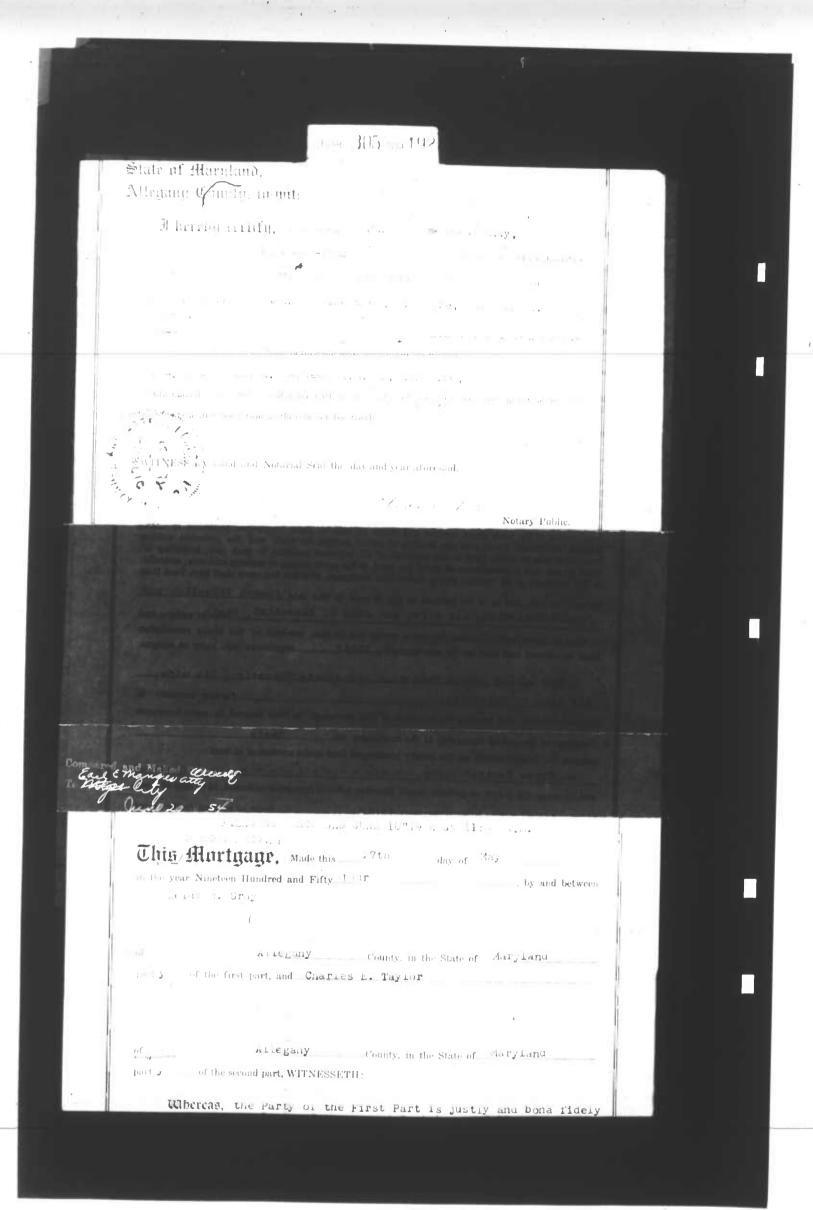
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The AFORDALL PROPERTY IS the same property conveyed by been of even date herewith, by and between Charles r. Taylor and helda A. Gray and While, said deed is to be redorded housy the band mecord of Alegany County, Maryland, himitaneously with the re-cordation of this furchase doney Aortsage; a specific reference to which said deed is hereby made for a first and more particular description of the family hereby made for a first and more particular description of the family hereby conveyed by Way of Mortgage.

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

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

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may hold and possess the aforesaid property, upon paying m the meantime all taxes, a sessments and public hens levied on said property, all which taxes,

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a constant dramstrator and as agas, or walls as analytic his her or their duly constituted attorney or agent, are hereby authorized and empowered, at any is a thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, of to e.g. thand convey the same to the purchaser or purchasers thereof, his, her or their heirs which de shall be made in manner following to wit: By giving at least twenty **Averagy of United** place, namer and terms of sale in some newspaper published in **Gure Warshold**. Such sale all shall be at public anction for cash, and the proceeds arising **EXXXX** Warrind, which such all shall be at public anction for each, and the proceeds arising at the specific to the eaviest of all expenses meident to such sale, including all real in the constant of eight per cent to the party eiling or waking said sale; secondly, in the constant of eight per cent to the party eiling or waking said sale; secondly, in the constant of eight per cent to the party eiling or waking said sale; secondly, in the constant of eight per cent to the party eiling or waking said sale; secondly,

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hers or assigns, and لأستعل والالالك احدر بالماسيا سر in the ad-article out under the above power but no sale, one-half of the above continision representatives, hears or assigns. . We be drawed and paid by the mortgagor, i.e. r

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Hulmess, and a set advectmagor :

Leida M. Gray

State of Maryland, Allegany County, to-mit:

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et of the bed and fifty -10ur , before me, the subsember or N-tary Public of the State of Maryland, in and for said County, percorally appeared Zelua M. Gruy

acknowled the aforegoin to trage to be her

act and deed, and at the same time before me also prescenally appeared

Charles E. Taylor

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

HER 305 AU 115

mortgage is true and bona fide as the remoset for forth.



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

Compared and Matter Dossard E To Mtgel Froschurg Thd

Saledone or though Notary Public

security to nate and stre. 10" 1924 11 2220 THIS MORTGAGE Mode this 9th line see day of June . 11,54 by and between

Fred 3. Cashman & Lucy V. Cashman, his wife Cressptown, Maryland

(a) Creating Solution, Mary Land SAVINGS DAXR OF THE STRUCTS ALLEGANN COUNTY, MARYLAND, Montpole Methodol Sectorial File SAVINGS DAXR OF THE STRUCTS ALLEGANN COUNTY, MARYLAND, Montpole Science

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NOW THIS MORTEANE ATTACHMENTIC Text or could estimate the out of the source of the source of the Todlar, the soul Mortgager 18 are great a sign and convey onto the soul Margarez its successive and as agree in to souple all that hit of ground and promote backed on Cresspitown, Maryland Election District #7 of Allegany County known as

Lot #36 on the plat of the "Pinehurst Addition to Cresaptown" as recorded in Plat Case Box 92 among the Land Records of Allegany County, Maryland Column fay described and heat the Myrtle A. Long, widow data April 5, 1939

result many families and Allegany County, Maryland 1. T. R. J. No. 183 No. 172

TOWRETHER with the buildings and unprecements therein, one and the traffic alleys, ways, waters, privileges, opporteneous not advantage theo to be longing or in any cost opportanting.

TO HAVE AND TO HOLD Use and lot or nativel of grant 4 = 66 the memory of a and apportaneous affers and mate the and THE ETISTIC SAVING S BANK OF PROTECTION ALL STANK ON NY, MARVLASS, its supersum and assign-torized the ETISTIC SAVING MARK OF TRANSFORMED ALL STANK ON NY, MARVLASS, its supersum and assign-to sum to be produced in al Martine of Schelrs to sum when the second data of some disc and period and to the memory data of the other with shell perform all the coverants herein an part to be performed than the mortgage shall be word.

AND, it is agreed that north that the mode on the prenies the and Morrgegor 18 milly retein presention of the morrgaged property and in the recent most large of the morrgaged of each property all of which taxes, morrgage debt and AND, the sold Morrgegor 18 thereby encoural to keep the unprovidence on the cald horrigaged property fully insured among how by lines by line and the relation of the Morrgegor. In a more any according to the call of the Morrgegor 18 the Morrgegor 18 the call of the company according to the Morrgegor 18 the call Morrgegor may from time to take requires for the use of the Morrgegor. In some company acceptible to the Morrgegor to the extent of its here the recent on the call the Morrgegor.

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Lucy V. Cashan A A R. S. S. Market L. - ACTORING Rachel Knieriem 72

STATE OF MARYLAND, ALLEGANY COUNTY, In-wit

ATTENT: 1.

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115 1245 LANSALLY SPRING That in this 9th ing of June to 54 . before the Never Parks of the State and Strange and secondly appeared Fred S. Caghnan and Dary V. Continuin Sector 2 10 G. Alvin Krelling Notice Public Rachel Knierlem the Beach of Trostburg dilegany wed, The Fidelity Jorin althin is hereby released the within the hand of its president du nate seal affixed at nostbu does ted by its suretory noctoul granglack, this if the day Pace 9-1-54 0 Compared and Malled Jeune mtyle lity ne 29 1 54 Film An SECCODE JUNE 144 1954 at 2:20 P.M. Eliis Anrigage, made this 10 th day of sec , in the Town A tear Nineteen Hundred and $(1, 1)^{\sigma_1 + \sigma_2}$, by and between Pat Den NM 11 100 $r \cdot r \cdot r$ AUN I Th 'qr hereinafter called Mortgagor 5, which heirs, personal representatives, successors and assigns where vpression shall include the context so admits or requires, of Allegany County, State of Maryland, parties - of the first part and . A 'C' "C.AI" hereinafter called Mortgagee , which expression shall include ris heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part ... of the second part, witnesseth: WHEREAS is esaid "ortrapors are just! and bona fide insolted unto the said the set if yet in usand (27, 00, 0) bollars, which said indebted-the ether the the interest to recent the rate of five or restum(51) pr assum a all the plans after to be recent the said ortrapors do hereby covenant and the to make some non-account of the principal indebtedness and interest as the teleful these then eventy-five (27, 0) bollars each month, the interest to rest meri-annually at the rate aforesaid, and a ducted from said eagents, and one below of the order of the interest, shall be credited to the month is both these. " : c'pal in ... bt. hess. 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 5 do hereby bargain and grant, convey, release and confirm unto the said Mortgagee the following property, to-wit: hereby bargain and sell, give, All that biece or parcel of land lying and being in Allegary County, Lerviand known as that surber sixteen (16) in Long's Mational Lighway second Addition, lable, Maryland, a plat of which is filed among the Land decords of Allegany County, and lot bein described as fellows: 3 GINNING for the same at a point on the south esterly side of a collawn Avelue, at the intersection with the Southerly side of Sec nd Street, and minaing thence with said woodlawn Avenue, South 41 degrees 19 minutes last 50 feet; thence South 48 degrees 41 minutes West 100 feet; thence North 41 degrees 19 minutes

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bust 50 fe t to Second Street, and with said threet North h^{μ} devrees 51 minutes ast 100 feet to the place of beginning.

It being the same property which was conveyed by almor J. Carter and

Finley C. Fendrickson, lrustees, unto Ruth Long by dead dated . eptember 13th, 1930,

and recorded in Liber No. 164, folio 131, one of the Land Records of Allegany County.

The said Eath L ne has since intermarried with August B.Ricker and is now dath 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

duth 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 s hereby covenant to pay when legally demandable.

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 n. 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 n to the person advertising.

AND the said Mortgagor further convenant 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 Soven Thousand (\$7,900.70) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss,

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 bis 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 #

Aug To Ang Los	r	Ritur	the in	len(seal)
STATE OF MARYLAND, ALLEGANY COU	NTY, TO-W		st B.Ricker	(SEAL)
I hereby certify that on this 10 %	day of	June	5	, in the year
19_51_, before me, the subscriber, a	Notar	y Public	of the Sta	te of Maryland,
in and for said County, personally appeared, her husband	Ruth R	icker and	August B.Ricker	

the within named Mortgagor s , and acknowledged the foregoing mortgage to be their

nd Notarial Seal the day and year las

act and deed. And at the same time, before me, also personally appeared

ITNESS

OLI

W:Wallace McRaig

due forde of law that the consideration in said mortgage is true and bona fide as therein set forth.

Hudu



Compared and Mallie Delivered & To Migel Freedury Md. June 2718 54

FILED AND RECONNED JUNE 11" 195% at 10:15 A.M.

This Mortgage, Made this 10th. day of June in the year

Nineteen Hundred and Fifty-four by and between

ROSILIE CENERG, 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:

- 1

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

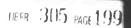
(\$1,400.00)) with interest at the rate of \$ix per centum (6%) per annum, for which innount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

any time, without premium or fee, the entire indebtedness or any part thereof,

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

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

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



Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

2.3 I for the half that the solution on the South of a of this object, . is a selected to the end of a first limited let No. 6 in selected that remains the end of the location of the read with the set to deventh strict multiplies of the location of the location of the lifet of the lifet of the lifet of with (t, forth of devrees let 55 feet, thence North 29 decrees wat 165 feet to the figure 1 the final .

deed from Larg Losson, Lecutrix, dated June 16, 1917 and recorded in Liber o. 1 , Folio 172, one of the Land Records of the uny County, Larging.

Being sloe the sile recerty which was conveyed by the buil Rogians Nadero, et vir, to Larion selters, Frustes, by deed dated June 24, 1938 and recorded in Liber No. 183, folio 714 among said Land Records.

being allo 5 is is is solving which was conveyed to the sold Rosiena Madero, by use. From the sold Marion Walters, Trustee, dated June 25, 1938 and recorded in Liber No. 11, folio 715 shong sold Land Records.

TOGETHER with the huildings 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 payahle, 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 meantlmc, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thercon, 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 deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the psyment 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 huildings 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 forcelose 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 indequacy 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 encombered 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 demaudable 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 aforegoing 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.

'f 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 chall 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 mortgager.

ATTEST: alph M. Jack Ralph H. Race

ose Madero (SEAL) onana Meaders (SEAL) ROSIANA MADERO (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

NUSIA A AJERO, widow

and

s'e acknowledged the foregoing mortgage to be her

act; and at the same time, before me also personally appeared **Control Free**, 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 Gandroid to the further in like manner make oath that he is the Trensnrer, and ugent or attorney for snid corporation and duly nuthorized 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.



of

part J

Ralph N. Race Notary Public

		To Wet 1 47	
FILSU AND ASCORT	ປະບຸງປນະ 11" 1954 at		
This Mortgage, Made this	. 107H. day of	June	
in the year Nineteen Hundred and FIFT		, by and between	
WILliam	J. INGRAN		0
of Allocany	County, in the State of	Maryland,	STORE STORE
part 102 of the first part, and			1
TQ ROSA B.	SVANS	8 a	
Allegany	County, in the State of	Magyland,	Theath

____of the second part, WITNESSETH :

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Wibereas, the mid control the first part, stands indebted to the of the second part, in the full and just sum of Three thousand (13,000.00) Dollars, as is evidenced by his promissory note of even the herewith which said sum of oney is to be remaid that a rate of twenty five (125.00) Dollars per month, plus interest that the rate of five percent per annum, said interest to be paid seri-annully 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 there for until the full amount of interest and principal is prid in full.

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 <u>party of the first</u> parts

do os give, grant, bargain and sell, convey, release and confirm unto the said party of the secons part, har

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

All those Lots or Parcels of ground in Allerany County, Maryland, said parcels or lots of ground being Lots Mumbers 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 Mecords of Allerary County, Maryland,

Cogetber 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

	LIEER 305 PAGE 203
	together with the interest thereon, as and when the same shall become due and payable, ar
l	the meantime do and shall perform all the covenants herein on his part
Ŀ	performed, then this mortgage shall be void.
	End it is Egreed that until default be made in the premises, the said
	party of the first part,
	may hold and possess the aforesaid property, upon payin the meantime, all taxes, assessments and public liens levied on said property, all which ta
	mortgage debt and interest thereon, the said party of the first part
1	hereby covenant to pay when legally demandable.
	But in case of default being made in payment of the mortgage debt aforesaid, or of the terest thereon, in whole or in part or in any arrest of the
	terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgate then the entire mortgage debt intended to be hereby secured shall at once become due and paya
	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 <u>Clarence</u> Chutter
	his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at a time thereafter, to sell the property hereby motionered and empowered, at a
	and to grant and convey the same to the number of so much thereof as may be necessar
Ľ	
	berland, Maryland, which said sale shall be at public suction for each published in Cu
	taxes levied, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been th
	matured or not; and as to the balance, to pay it over to the said
	party of the first part, his heirs or assigns, a
	in case of advertisement under the above power but no sale, one-half of the above commissi
	shall be allowed and paid by the mortgagor representatives, heirs or assign
	And the said party of the first part,
•	insure forthwith, and pending the existence of this mortgage, to keep insured by some insuran
	company or companies acceptable to the mortgagee or <u>his</u>
	assigns, the improvements on the hereby mortgaged land to the amount of at least
	Three thousand (\$ 3,000,00)
	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 , hor heirs or assigns, to the exter
	of her their lien or claim hereunder and to place such policy
	posicios fortawith in possession of the mortgagee , or the mortgagee may effect soid incurrent
	and collect the premiums thereon with interest as part of the mortgage debt.
	mitness, the hand and seal of said mortgagor
	Attest:
	Early & c. Donnee Willing Stram ISEAL
	(SEAL)
	[SEAL]
	. [SEAL]
	[SEAL]
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And Anna Prop. 1	6 41 1 1					
	of Maryland, ny County, to-1		\sim			
ગ	hereby certify, 1	That on this.	loth. dr	ay of June		
	Nucleon Hundred and			before me, the subsc	riber,	
a Notary 1	ublic of the State of M	laryland, in and	for said County, per	sonally appeared		
	773	illiam 7. In	ที่2 ระบามา			
de did	, acknowledged (1	or aforegoing no	ortgauge to be	his		
net and fice	d; and at the same time	before nie also	personally appeared			
1. 19		Rosn R.				
	Arout mortgages and			the consideration in	said	
10 55	tone and hora fide a /	a therein set for	th.			
1. 24		waaraanaa ahaa ahaa			6. T	
Sector 100	SS my hand and Nota	irial Scal the day	r and year aforesaid.	1.00	*	
			Energy	& obre	- 01	
				Notary Publ	ic.	
1 per-1 and Maj Hildur V. A. Que	Ind acress of low atty aty 29 11 24					
Acthur V. S. June	Leon atty C. ty	ECOR JED JUN : Made this	\$ 11"_2\$954 at 8	3:30 А.М. г June,		
O O This	Lione acture of Lione atty aty Filco AND a Anttgage.	1.42		3: 30 А.М. f, by and b	between	
O O This	Here Atty C.ty FILCO AND R Antigage. sar Nineteen Hundred	and Fifty	Four,		between	
O O This	Here Atty C.ty FILCO AND R Antigage. sar Nineteen Hundred	and Fifty			between	
This in the ye	Anna Atty C.ty FILCO AND R Anrigage. Sar Nineteen Hundred of James S.	and Fifty	Four, ude S. Helman, him		between	
of	Anna Atty C.ty FILCO AND R Anrigage. Sar Nineteen Hundred of James S.	and Fifty	Four,		bet ween	
of	Anne Atty C.ty FILCD AND RU Antrigage, sar Nineteen Hundred P James S. Lilegany of the first part, and	and Fifty	Four, ude S. Helman, his County, in the State		between	
of	Anne Atty C.ty FILCD AND RU Antrigage, sar Nineteen Hundred P James S. Lilegany of the first part, and	and Fifty	Four, ude S. Helman, his County, in the State			
of	Here Atty City Filed AND R Antrigage. Sar Nineteen Hundred James S. Llegany of the first part, an	and Fifty Helman and Han ad Wilbur V. Wi	Four, ude S. Helman, his County, in the State	, by and b s wife, of <u>Maryland</u>	between	

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HER 305 PART 205

the second part in the full and just sub of Three Encusand (\$3,000.00) Dollars, for much they have give their promissory note of even date herewith, payaile on or i.e. re five years after due that interest at the rate of 67 per an and, availe somi-morphly, a the constitutions of raying on the principal at any interest papir. which

How Cherefore, in consideration of the premises, and of the sum of one dollar in hand 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 the first art

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

marty of the second mart, his

heirs and assigns, the following property, to-wit: All that lot or marcel of print situated in the lith of on the land, All they Donaty, Harriand, Known as Lot No. 13 as the way on the land of Educated Park Addition to Cutherland, Harvland, recorded in 1999. On No. 106, one of the Lot theories of Allegany County, Hardland, which said lot in one motionizatly described as follows, to-wit:

Begin Legior we save at a point on the fortherly side

of "and wood" we listant North 61; encrees 18 inutes West 216.96 feet from the interpretion of the Northerty side of Maplewood Lane with the Westerly side of Molland Street, and muning thence with the Wortherty side of Maplewood Lane, North of the rese 18 dimites lest h0 feet; thence forth 25 degrees h2 dimutes East 100 feet; thence South 6h degrees 18 minutes East h0 feet; thence South 25 degrees h2 dimites lest 100 feet to the place of beginning.

Doin: Lie si e presenty conveyed by Isabelle Fier et al t the sull Jakes 5. Hel an et up by deed dated August 8, 1952, and recorded in Liber No. 2h3, folio 270, one of t e Land Records of Allegany County, Maryland. Reference to said deed and the flat aforementioned is hereby made for a further description.

Cogether 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 particle a 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 Harced 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 dirst 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

Eas, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby nortgaged or 'so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in mauner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland. Maryland, which said sale shall be at public 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, it the payment of all moneys owing under this mortgage, whether the same shall have been then $\frac{1}{2}$.

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

<u>narties of the first eart</u>, their <u>heirs or assigns, and</u> 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 <u>their</u> representatives, heirs or assigns.

And the said parties of the first art

further 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 <u>his</u>

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

Three Three

Mitness, the hand and seal of said mortgagors.

1 -----

Jayce Poretta Dersey - Million (SEAL) Jey ce Poretta Dersey - Million S. Helman [SEAL] Maude S. Helman 131Cabo [SEGGG]

UEER 305 PAGE 207	
State of Harijiand.	
Allegany County. to-wit:	1
I hereby certify. That on this 11 th day of June,	
the fire, the statist pret,	
a Notary Public of the State of Maryland, in and for said County, personally appeared	
Jates S. Heltan meri lande S. Kelman, his se,	
and acknowledged the aforegoing - ortgage to be their	
act and deed; and at the same time before me also personally appeared	
the within named wortgages and walk as his for a single set	
the within 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.	
WIENESS my hand and Notarial Seal the day and year aforesaid.	
C	
C + 3/ - yorme & Junemaker	
Horme J. Junemaker Notary Public.	
Horme J. Junemaker Notary Public.	
Horme J. Munner Notary Public.	
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A construction of the second s	
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Comment auno Maria anno Maga and Bafard Ho May an Bafard Ho Mar a anno	
Comment aune Maria d'Anna de la commentación	
Com . A aure Mige and Bufarl H Mige and Bufarl H Minu ao or This Mortgage, Made this 18th day of June,	
Comp. A aune Mtgu an Buful M Mtgu an b	
Com d autor Migu 212 Buful de Migu 212 Buful	
Comment of Mary Public. Comment of Mary Public. Comment of Mary Public. Comment of Mary Public. Content of Mary Publi	
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ist mini if Four Thousand the Undired Twenty-Seven Dollars and Pronty-Eight ints (1,121.20) in mideation average their monissing hote of even late terewise quale more line live pairs after mate a thratement is an enter of interest of a second contract and interest of a second contract interest of a second contract of the pairs of a second contract of the following statement of the pairs of the pairs of a second contract interest of a second contract of the pairs of a second contract interest of the pairs of the pairs of the pairs of the pairs interest of the pairs interest of the pairs of th

How Cbcrcforc, in consideration of the premises, and of the sum of one dollar in hand 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 light eart

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

parti s i second eart, feir

heirs and assigns, the following property, to-wit: All those two lots, mieces or mercels of round lyin and bein in Somerville's Addition to Cumberland, Maryland, said two lots being known and designated as Lots Nos. 33 and 34 in said Addition, and describe, together as follows:

Beginning at the end of the first line of Lot No. 3°, and rul ing theree is to Blackiston Avenue, South 21 degrees 24 minutes lest 50 feet; thence inth of degrees 30 minutes lest 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 he beginning.

~ I

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 mereby made for a further description.

Cogether 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 <u>their</u> part to be performed, then this mortgage shall be void. and it is figreed that until default be made in the premises, the same

LIGDR 305 PAGE 209

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 arc hereby declared to be made in trust, and the said_____

parties of the second part, their

heirs, executors, administrators and assigns, or <u>"Albur V. "Hison</u>, 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 therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland. Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including al' taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

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

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

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

End the said parties of the first part

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

assigns, the improvements on the hereby mortgaged land to the amount of at least (64,127.28) Four Thbusand One Hundred Twenty-Seven Dollars and Twenty-Eight Cents BARGEK 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

Hitness, the hand and seal of said mortgagors.

fayce Soretta Darsey Monica I. Horica I. EALI Gerard T. Martin **fSEALI** Monica I, Martin

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this 10 th 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 aforegoing 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

mortgant in true and bona fide as therein set for forth, and that he Agent for the within production of the state of the WITNESS my hand and Notarial Seal the day and year aforesaid.

Jorne J. Nunemaker Notary Public.

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FILED AND RECONDED JUNE 12"1954 at 9:30A.M.

10 th

This Mortgage, Made this

June ;

in the year nineteen hundred and Fifty-four

SLORIDGE 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,

12.00



day of

, by and between

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 1954 payable on_

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the Interest thereon, the said Eldridge A.Cook and Blanch E.Cook, his wife,



dom 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 one of the first line of the lot conveyed by Emma Clark to Joseph H. Beinhart by deed dated March 29, 1920, and recorded in Liber No. 132, folio erly side of Avirett Avenue, South 83-1/2 degrees East 29-3/L feet, then North 6-1/2 d grees hast 65-1/2 feet, then North 83-1/2 degrees West 27-3/L 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 record line reversed, bouth 6-1/2 degrees at 95-1/2 feet to the place of beginning.

It beins the same prope ty which was conveyed unto the said Nortragors by Delbert R. Aitzriller, Trustee, by deed dated August 1h, 19h2, and recorded in Liber 19h, folio 136, of the Land Records of Allegany County, Naryland.

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 thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in nammer 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

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of at least

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.

Eldridge A. Cook (SEAL) ATTEST: James Me Sorty Blanch & Cost (SEAL) Blanch =. Cook

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 10 th 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 -----Charles A. Piper----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 a absye written.

James M. Sorley

, by and between

Compared and Malled Galberry Marcing 29 of the 29

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FILED AND RECORDED JUNE 14" 1954 at 11:00A.M.

This Mortgage, Made this / 2 th day of June in the year Nineteen Hundred and Fifty-four

Frank H. Kelley and Estella E. Kelley, his wife,

of <u>Allegany</u> <u>County, in the State of <u>Maryland</u> parties of the first part, and <u>Aznes Dyche and Jilliam H. Dyche, her</u> husband,</u>

of Ailerany County, in the State of <u>"ryland</u> part ies of the second part, WITNESSETH:

Wibereas, 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 to hereby agree to pay in/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.

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 bareel of ground situated in or near the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. one hundred and seventy-six (17d) in the Cumberland Improvement Company's Eastern Addition to Cumberland, and particularly described as follows, to-wit:

PLGINGING on the westerly side of Fonroe 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 hundred 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

LER 305 Mg 214

(105) of the Sumberland Improvement Company's Eastern Addition to the Sity of Sumberland.

Falls' the same property that was conveyed to the real Frank - Kelley and astella E. Kelley, his wife, by doed from found. Frowley, Sr., et al. date: the <u>strp</u> day of June, 1954, and to be recorded simultaneously with the recording of this mortrage.

This is a jurchase money mortrage given to secure a

art of the curchase price of the above mentioned property.

COUCLOCE with the buildings and improvements thereon, and the rights, roads, waya, waters, privileges and appurtenances thereinto 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 <u>Seven thousand iollars</u> together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on <u>their</u> part to be performed, then this mortgage shall be void.

Bnd it is Egreed that until default be made in the premises, the said_____

parties of the first art

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

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to 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 <u>Harold E</u>, <u>Naughton</u>, <u>their</u> his, her or their duly constituted attorney or agent, are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public 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_

Savan thousand--

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

End the said _____ parties of the first part_____

further covenant to

Dollars

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

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

HEIR 305 PAGE 21.5

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 mortgageegmay effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.,

Mitness, the handsord sealsof said mortgagor s.

Attest Chratita Philson Frank R. Keller [SEAL] Chrateta Philson - Estella E. Colleg - [SEAL]

State of Maryland, Allegany County, to-wit:

J hereby rertify. That on this / 222 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 L. Kelley, his wife,

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

". Agnes Dyche and William . Dyche, her husband, the wiffing named mortgaged, s and made oath in due form of law, that the consideration in said mortgage true and bona fide as therein set for forth.

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

- Elizabeth Philas Notary Public.

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LIBER 305 PAGE 216

FILED AND RECORDED JUNE 14 " 1954 at 1:45 P.M.

THIS MORTGAGE, Made this fifth 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, WITHEODETH:

THEREAS, the parties of the first part are justly and boas fide indebtes unto the party of the second part in the full and just cun of Six Thousend Five Humared (\$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 Foney Fortgage; and

WHEREAS, the parties of the first part covenant and agree to pdy 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 <u>lef</u> day of each end every conth, beginning on the <u>lef</u> day of <u>left</u>, 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) Bollar in hand paid and in order to secure the prompt payment of the aforesaid indebtedness, as hereinbefore met forth, the said parties of the first part do hereby give, grant, bargein 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, rosas, ways, waters, privileges and appurtenances there unto 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 (ξ 0,500.00) 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 bay 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:

(SEAL)

Ľ

a. BROTELANKIE (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

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I HEREBY CERTIFY, That on this $\cancel{4}$ 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 aforegoing 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 consider-Trion is said mortgage is true and bona fide as therein set forth. WITNESS my hand and Notarial Seal.

Jula longe

NOTARY PUBLIC



ton pared and recourt filler and Legge atty City 29

____in the

FILED AND RECORDED JUNE 14"1954 at 12:20 P.M. FURCHASE MONEY

This Mortgage, Made this /17H day of JUNE

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, part165 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:

Wildercas, the said mortgagee has this day loaned to the said mortgagors, the sum of <u>Five Thousand & $00/100 - - - - - (\$5000.00) - - - - - Dollars</u>, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of <math>4\frac{1}{3}$ per cent. per annum, in the manner following:</u>

By the payment of <u>Thirty-one & 65/100 - - (\$31, 65) - - - Dollars</u> 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 i.e. 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, Norfh 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 Pecords 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.

COGCIDET 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 bold the above described land and premises unto the said mortgagee,

its successors and assigns, forever, provided that if the said mortgagor 6, <u>their</u> 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.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assign; which sale shall be made in manner followin to-wit: By giving at least twenty days

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notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such saic 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 under the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement the nortgagors, representatives, heirs or assigns.

Endthe 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 - - - (\$5900.00) - - - - Dollarsand 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 mortgage debt.

End 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 he necessary to protect the mortgage under the terms and conditions herein set forth.

as may he 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 personhereby covenant with the mortgage as follows: (1) to deliver to the mortgage on or before. March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgage recipts evidencing the payment of all lieus for public improvements within ninety days after the same shall mental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indehtedness secured by this mortgage; (2) to permit, commit or suffer no notraseous to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said broperty in good condition of repair, the mortgages to the mortgage, and at the option of the debt hereby secured and the failure of the mortgagors. To comply mortgage, and at the option of the mortgage in mercase in the anount of security, or the mortgage, and at the option of the mortgage in mortgage in solution to a suffer no mortgage, and at the option of the mortgage may, without notice, institute proceedings to forcelose this of this mortgage in any action to forcelose it, shall be entilled (without regard to the adequacy of premises and account therefor as the Court may direct; (4) that should the tilt to the herein mort and personal representatives and assigns, without the mortgages withen consent, then the whole of principal sum shall immediately become due and owing as herein provided; (5) that the whole directage of any monthly installements, as herein provided, shall have continued for and personal representatives and assigns, without the mortgages withen consent, the the whole device of said mortgage device the rely to be secured shall become due and demandable after the hortgage device days.

Hitness, the hand and seal of said mortgagors .

Attest: SEALI Rona Ld Livengood Patrie [SEAL] Patrici engo

State of Maryland,

TA A

Allegany County, to-wit:

I hereby certify. That on this 11 TH day of VUNE

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,

they 2 10

Notary Public.

the said mortgagors herein and thay scknowiedged the aforegoing 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.



Compared and Mailled Delivered \mathcal{E}

To Des A. Logge atty City

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FILED AND RECORDED JUNE 14" 1954 at 12:20 P.M.

This mortgage, Made this // The day of June, __in the year Nineteen Hundred and fifty four by and between

Gilbert B. Lencaster Jr. and Hanneh E. Lancester, his wife,

of Allegany County, in the State of Maryland, part 106f 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:

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Unbercas, the said mortgagee has this day loaned to the said mortgagors, the sum of Savan 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 <u>Forty Nine and 50/100 (\$49,50)</u> 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 (\$) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

All that lot 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 eide of Mt. Pleseant Street where the dividing line between Lote Noe. 35 and 36 intersects the same, and running then with said dividing line North 26



degrees 42 minutes East 184.79 feet, then South 63 degrees East 50 feet, then South 26 degrees 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 pre-

"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 \$5(0).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

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.

Cogether 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, <u>thair</u> 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 thelpart to be performed, then this mortgage shall be void.

End it is Hgreed 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 shail at once become due and payable, and these presents are hereby deciared to be made in trust, and the said mortgage, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be to public auction for cash, and the proceeds arising from such sale to apply first, to the party seiling or making said saie; secondly, to the payment of all moneys owing under this mortgage, whether the same shail have then matured or not; and as to the baiance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no saie, one-half of the above commission shall be allowed and paid by

Endthe 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 mortgages or its successors or assigns, the improvements on the hereby mortgaged land to the amount



of at least Soven 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 hercunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt 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.

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as may be necessary to protect the mortgage under the terms and conditions herein set forth. In consideration of the premises the mortgagors, for themselves and their heirs, and person-al representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgage recipts 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 govern-mental levies that may be made on the mortgage 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 sto keep the buildings on said property, or any part thereof, and upon the failure of the introduct repayment of the debt hereby secured and the failure of the mortgage. Sto to comply with said demand of the nortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to forcelose this mortgage, and apply for the appointment of a receiver as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose 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 mort-gaged property be acquired by any person, persons, partnership or corporation _, other than the mortgagee's written consent, or should the same be encumbered by the mortgageys, their heirs and personal representatives a

mitness, the hand and seal of said mortgagors

Attest: SEAL SEAL]

state of maryland. Allegany County, to-wit:

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I hereby certify, That on this____ ITH. 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 aforegoing 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 in said mortgage is true and cona fide as therein set forth, and did further make oath in due for of law that the proper authority to make this affidavit as agent for the said mortgagee. of

WITNESS my hand and Notarial Seal the day and C 7 5 medd ta

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Compared and Mailed 1224444 E To Clarence Repel atty City

LIGER 305 PAGE 225

FILED AND RECORDED JUNE 15" 1954 at 9: 304. M

THIS PARTIAL RELEASE (F MORTGAGE, Made this / 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.

LAW OFFICES GLARENCE LIPPEL CUNSERLANS, MD WITNESS the hand and seal of the said releasor.

Zing S. Lichtenstein (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY. TO-WIT:

I HEREBY CERTIFY, That on this lost 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 aforegoing partial release of mortgage to be her act and deed.



WITNESS my hand and Notarial Seal the day and year last

Done the

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Compared and Mailed Cellocky T. Mitger Frastburg TRd

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FILED AND RECORDED JUNE 15" 1954 at 8:40A.M.

PARTIAL PURCHASE MONEY ON REAL AND PERSONAL PROPERTY This / Morigage, / Made this 11 Th day of June

in the year Nineteen Hundred and fifty-four ., by and between

THEODORE L. SHA W and EVELYN H. SHAW, his wife, and ROY H. SHAW and BEULAH MAE SHAW, his wife,

Allegany of County, in the State of Maryland,

of the first part, and FROSTBURG NATIONAL BANK, a national part ies

banking corporation duly incorporated under the laws of the United States of America, with its principal office in

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

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 ice of the first part do give, grant, bargain and sall, convey, release and confirm unto the said part_y_ of the seco

nd part, its succaseors feelewand 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 <u>11</u>, 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.

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

Frouided, that if the ssid parties ______of the first part, _____their heirs, executors, administrators or assigns, do and shall pay to the said party______of the second part _____tis_successors ______ 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 aforesald, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants

herein on their 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 part_ics____of the first part hereby covenant to pay when legally demandable.

But in esse of default being msde in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in psrt, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become

due and payable, and these presents are hereby declared to be made in trust, and the said part y

of the second part. its successors multiple second part. its successors multiple second part.

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

to the said parties ______ of the first part ______ heirs, or assigns, and 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 ______

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 successors acceptable to the mortgagee or its/ assigns, the improvements on the hereby mortgaged land to

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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 _____ KAKKAR 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 a and seals of said mortgagor a.

Witness: as To all: Devel B Vient DAVID R. WILLETTS lew WILTER

Theodore L. Shan [Seal] EVELYN H. SHAW [Seal] ANT ST Bulah mae Shaw [Sen!]

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 aforegoing mortgage to be their respective

act and deed; and at the same time before me also personally appearedF. EARL KREITZBURG,

Cashier of the Frostburg National Bank,

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

morigage is true and bons fide as therein set forth. and further made oath that he is the standber of said Bank and duly authorized by it to make this affidavit. 0=12

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

Ruth M. Jadd RUTH M. TODD Notary Public

Compared and Mailed Ditterel To Januer a annex atty City LIGER 305 PAGE 229 - 0-0 FILED AND RECORDED JUNE15" 1954 at 9:50 A.M. This Mortgage, Made this 14 th day of June in the year Nineteen Hundred and -ffty-four by and between FURGE S. URCLED, and GOLDIE . PROELICE, his wife, of Allo any __County, in the State of____ I'r lane part 105 of the first part, and D SECCED NATICIAL FAMIL OF JULE MEAND. ... WIA.D, a sticnal Canhing corporation or canizod unfor the laws of .c in ted States. Allegany of. ___County, in the State of _____aryland part y _____ of the second part, WITNESSETH: Wibereas, the parties of the first part are indebted unto the arty of the second part in the full and just sum of Nineteen Hundred Dollars (1900.02) for money this day loaned the parties of the first part by the party of the second part, and which said principal sum of insteen Hundred Dollars (\$1900.00) together with interest at the rate of Five For Johtun (5%) For 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 payents to be due one (1) month from the date hereof and to continue monthly until the full a nount of the frincipal and interest is paid. URbereas, the parties of the first part are indebted unto the Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Darties 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: . 900 HEGINNING at the beginning of Lot No. 1 at the intersection of the Easterly side of Frederick Stroot 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 casterly and parallel with Hill Street, 113% 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 Hill Street aforesaid, including therein that part of a 10 root alloy located on the plat of said adultion as muning from Hill Street Northerly 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 Ho. 4 opposite thereto.

It being the first warel of ground conveyed unto George S. Freeler by Charles Z. Reskett, et al., by deed Sated April 27, 1034, and recorded in Liber 170, folio 573, one of the Land Records of Allogany County, Laryland.

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 Derties of the first part,

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

party of the second part, its successors

rescontor : Cadministrator or assigns, the aforesaid sum of <u>Mineteen Mundred Dollars</u>

together with the interest thereon, as and when the same shall become due and payable, and in

the meantime do and shall perform all the covenants herein on <u>their</u> part to be performed, then this mortgage shall be void.

End it is Egreed 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

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

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further 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 <u>its successors or</u> assigns, the improvements on the hereby mortgaged land to the amount of at least <u>Nincteen Hundred Dollars (\$1900.00)</u>

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 mortgages . 113 SUCCESSORS MENTOR assigns, to the extent

LIGIR 305 MGE 231 its 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. Mitness, the handband seabof said mortgagor . . tero Morge S Prachatiseal . Auter Goldie & Froelick [SEAL] State of Maryland, Allegany County, to-wit: I hereby certify. That on this 14 Th 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 GLUNGE 3. FROBLICH and GOLDIE F. FROELICH, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared JOIN H. MOSNER, Vice-President and Cashier of The Second National Bank of Cumberland, largland, 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. Chase Shan Notary Public Compared and Matlet Dathcaster To Mitges Frankling The FILED AND RECORDED JUNE 15" 1954 at 10:40A.M. This Mortgage, Made this 10th. day of in the year Nineteen Hundred and Fifty -four by and between KOWARD GLYNN CHIS and ORA L. OHIS, his wife, of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called

LIGER 305 PAGE 232

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, e corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

(\$10,\$00.00) with interest at the rate of four 1/2 per centum ($4\frac{1}{2}\%$) 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

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

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does hereby give, grant, bargein and sell, convey, transfer, release and confirm unto the said The Fldelity 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 end 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 end horizontal distances being used throughout.)

EEGINVING for the same at a point on the Northwesterly side of Center Street, said point being at the end of 139.10 feet on e line drawn North 37 degress 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 ell that parcel of ground which was conveyed to the said John L. Geis, et ux, by deed from Rachel Enisriem, Trustee, deted February 11, 1947, end 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 all whole parcel, North 30 degrees is minutes to 50.00 feet on the escond line of the whole parcel end with the remainder of eeid eecond lins, South 38 degrees 22 minutes East 64.08 feet to the beginning. The premiese herein described and intended to be conveyed ere e part of Lot No. 13 end a part of Lot No. 14 of Liewellyn Heirs Addition to Froetburg as shown upon the plet of seid Addition filed in Liber No. 45, felio 575 of the Judgment Records of Allegany County, Maryland.

EKING e pert of the same property which was conveyed to the esid John L. Geis, et ux, by the sforeceid deed from Rachel Enicricm, Tructee, dated and recorded as foreceid.

REING the same property which was conveyed to the said Edward Glynn Geis and Ora L. Gsis, his wife, by dsed of sven date herewith, from John L. Geis end Elsis V. Geis, his wife, which is intended to be recorded among said Land Recorde simulteneously with this mortgege, which is executed to secure whole, a PURCHASE MONEY MORTGAGE.

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

LIGER 305 PAGE 233

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 sald mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-haif 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

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 mortgager 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 precedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter

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 aforegoing covenants or conditions for sixty consecutive days.

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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 blud the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand aud seal of said mortgagor.

ATTEST

Elward Styn EDWARD GLARGE GEIS a SeconsEAL) ORA L. GEIS Yer (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 Mary-

land, in and for said County, personally appeared

EDWARD CLYNN GEIS and ORA L. GEIS, his wife,

and each acknowledged the foregoing mortgage to be that First cive act; and at the same time, before me also personally appeared **State Provide State**. 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 **State First County** dru further in like manner

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

make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized



by it to make this affidavit.

m. Kar Notary Publi

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Compared and Marte Delivered

J	FILED AND RECORDED JUNE 15"1954 at 12:10 P.M. THE MORTGEORP, Made this 7 th day of 7 th day of 7 th
yea	r Nineteen Hundred and POPPOK Fifty-four by and between
800. a	Trinity Evangelical Lutheran Church, Incorporated,
	of <u>allegany</u> County, in the Stats of <u>Maryland</u> y of the first part, hereinafter called mortgagor , and First Federal Savings and Loan
	yof the first part, hereinafter called mortgagor, and First Federal Savings and Loan
Ass	ociation of Cumberiand, a body corporate, incorporated under the laws of the United States of 5
Ame	erica, of Ailegany County, Maryland, party of the second part, hereinafter called mortgagee.
	Whereas, the said mortgagee has this day ioaned to the said mortgagor , the sum of
	Eifteen Thousand & 00/100 (\$15000.00) Dollars,
	th said sum the mortgagor agree s to repay in installments with interest thereon from
the	date hereof, at the rate of <u>5</u> per cent. per annum, in the manner following:

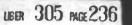
By the payment of <u>One Hundred Fifty & 00/100 = - (\$150.00)</u> - ---- Doilars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said instaliment 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 (8) 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 mortgagor does give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being at the southeasterly 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, Allegany County, Maryland, a plat of which said addition is recorded in Liber E.E., folio 522 one of the Land Recorde of Allegany County, Maryland, which said parcel ie 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 63½ degrees East 79 feet to a line of the lot formerly owned by William Hext, then with the line of said lot South 23½ 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 63½ 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 Allsgany 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.

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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 need/ul 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 covenant that

_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 bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor <u>, its successors</u> heirs, executors, administrators or assigna, 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 vold.

End it is Egrced 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 ⁵ to pay when legally demandable.

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

presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or <u>George W. Legge</u>, 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 , <u>its sur</u> more assigns, and in case of advertisement under the above power but no sale, one-half of the its successors its successors above commission shall be allowed and paid by the mortgagor or assigns.

And the said mortgagor , further covenants to insure forthwith, and pending the exis-tence 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) - - - - Dollarsand to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, toinure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claimhereunder, and to place such policy or policies forthwith in possession of the mortgagee, or themortgagee may effect said insurance and collect the premiums thereon with interest as part of themortgage debt.

End 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 <u>itself</u> and its successors indexperimental representations, do⁴⁸ hereby covenant with the mortgage as follows: (1) to deliver to the mortgage on or before March 16th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgage receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all govern-mental levies that may be made on the mortgage property, on this mortgage or note, or in any other way from the indebtedness saured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property in good condition of repair, the mortgage 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 mortgages for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgage, 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 mortgagor , by voluntary or involuntary grant or assignment, or in any other manner, without any set of the set of t

LIGER 305 MIGE 237

the mortgages' . by voluntary or involuntary grant or assignment, or in any other manner, without the mortgages's written consent, or should the same be encumbered by the mortgagor . its succersors 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 aforegoing covenants or conditions for thirty consecutive days.

Willies, the hand and seal of the said mortgagor

Attest: Trinity Evangelical Lutheran Church Incorporated -rulet m haldt, Fresident (SEAL) kaid (SEAL) (SEAL) State of Maryland, Allegany County, to-wit: (SEAL) 126711 I hereby certify, That on this_ 714 June day of_ in the year nineteen hundred and fasty Fifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Ernest M. Schuidt, President of the Trinity Evangelical Lutheran Church, Incorporated, herein and he acknowledged the aforegoing mortgage to be its act the said mortgagor 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 der der forte haw that he had the proper authority to make this affidavit as agent for the said NOTARL WITCHSSmy hand Di. Grial Sgal the day and year aforesaid. hle Notary Public

Compared and Method Delivered E To Les A. Logge atty City

LIGER	3	U 5	PAGE 238
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FILED AND RECORDED JUNE 15"1954 at 12:20 P.M. -

PURCHASE MONEY

of Allegany County, in the State of Maryland, partl@Eof 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 mortgages.

.

WITNESSETH:

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Wildercas, the said mortgagee has this day loaned to the said mortgagors, the sum of <u>Three Thousand Seven Hundred & 00/100 - - (\$3700.00) - - Dollars</u>, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:</u>

By the payment of <u>One Hundred & 00/100 - - (\$100,00) - - Dollars</u>on or before the first day of each and every month from the date hereof, until the whole of addprincipal 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) tothe payment of interest; (2) to the payment of all taxes, water rent, assessments or public chargesof every nature and description, ground rent, fire and tornado insurance premiums and othercharges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of asid advance.</u>

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 i.e 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:

Ali 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% 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% feet; South 64 degrees 20 minutes East 64 feet; Bouth 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

LIGER 305 MGE 239

among the Land Records of Allegany County, Maryland, Bungard Michael

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 moncy 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.

Cogether 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 bold the above described iand and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, <u>their</u> 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 theirs to be performed, then this mortgage shall be void.

End it is Egreed 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 duiy constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of saie in some newspaper published in Cumberiand, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such saie 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 mortgagora, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be ailowed and paid by the mortgagora, representatives, heirs or assigns.

Endthe 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 mortgages 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 impre to the benefit of the mortgages, 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 mortgages, or the mortgage debt.

End 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 asid 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 nuder the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personhereby covenant with the mortgages as follows: (1) to deliver to the mortgages on a before March 15th of each year tax recipts evidencing the payment of all lawmult imposed taxes for the precision calendar ar: to deliver to the mortgages recipied to the

where the second second

LIGER 305 PAGE 240

mitness, the hand and seal of said mortgagors.

Attest:

- 1

W. hey [SEAL] Bertha, S, athey [SEAL] Bertha L. Athey

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 1474 day of JUHE

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. Athey, his wife,

the said mortgagors herein and they acknowledged the aforegoing 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.

Ster. my hand and Notariai Seal the day and year aforesaid. Dene I ta 440 Notary Public.

UBER 305 PAGE 241

Compared and Mathed Delivered Lev A Legge atty aty

in the

FILED AND RECOMDED JUNE 15" 1954 at 12:20 P.M.

PURCHASE MONEY

This Mortgage, Made this 14 TA day of JUNE 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 108of 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:

oubercas, 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 per cent. per annum, in the manner following:

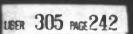
By the payment of <u>Thirty-seven & $\frac{49}{100} - -$ (\$37, 49) - - - Dollars</u> on or before the first day of each and every month from the date hereof, until the whole of said and the said installment payment may be applied by the mortgage in the following order: (1) to of every nature and description, 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

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand 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 release and confirm unto the said mortgagee, its successors or assigna, in fee simple, all the follow-ing described property, to-wit: 1.

All that lot, piece or percel of ground lying and being in Allegany County, Maryland, known and distinguished as Lot No. 35 in Cressp 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. 34, and running then with Darrow's Lane South thirty-one degrees East forty feet; then South fifty-nine degrees West one hundred and seventyfive 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. 34; then reversing seld second line, North fifty-nine degrees East one hundred and seventy-five fest to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Carl Nichols and Lillie Mas 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 mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$300.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for pdying 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 needtul 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.

COGCIDET 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 bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagore . <u>thair</u> 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

ortheir part to be performed, then this mortgage shall be void.

Bnd it is Bgrccd 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 leviéd 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 necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public 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 no; 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 mortgagora, representatives, heirs or assigns.

Hnothe 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 mortgages 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 inure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or elaim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgage debt.

End 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 personhereby covenant with the mortgages as follows: (1) to deliver to the mortgages on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgages recipts evidencing the payment of all lams for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all govermental levies that may be made on the mortgaged property, on this mortgage on note, or in any

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LIGER 305 PAGE 243

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 mortgavors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the demand the immediate repair of said buildings or an increase in the amount of security, or the demand the immediate repair of said buildings or an increase in the amount of security, or the mortgage, and at the option of the mortgage for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgage, immediately mature the entire principal and interest mortgage, and at the option of the mortgage, immediately mature the entire principal and interest 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 mort-gaged property be acquired by any person, persons, partnership or corporation ________, without the mortgage's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgage'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 aforegoing covenants or conditions

Hittess, the hand and seal of said mortgagors.

Attest -

M. Kirk [SEAL] [SEAL] 01ga/S.

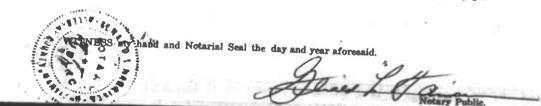
State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 14 TN day of JUNE

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

Alfred M. Kirk and Olga S. Kirk, his wife,

the said mortgagors herein and they acknowledged the aforegoing 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.



FILS		UNE 15"1954 at 2	:35 P.M.	Stor Manager
		15 th day		CALL T
			, by and betw	Veen Act of 1947
				*) <u>-</u> *(0) <u>*</u>
CH	ARLES S. HANSEL	(widower)		
of Allegan	¥	County, in the Sta	te of Maryland	RECORDATION TAX
part_ y of the firm	st part, and			\$550 \$550
HE SECOND NATIO	NAL BANK OF CUM	BERLAND, Cumberla	nd, Maryland, a b of the United St	enk-
ng corporación (duly incorporate	M MINEL CHE 18W	of the onited Sta	aces. I
of Allega	ny	County, in the Sta	te of <u>Maryland</u>	
part y of the se	econd part, WITNESSE	TH:		STIDATION
party of the se and Dollars (\$1, which principal the party of th ments of not lemonth, said pay to principal; month from the of of principal and	cond part in the 3,000.00), this sum with intere e first part to ss than One Hum ments to be appl the first of said date hereof and d interest is part	a full and just a day loaned the j st at 5% per and the party of the ddred and Fifty I ied first to ind d payments to be to continue mont id in full.	indebted unto the sum of Thirteen Th- party of the first num is to be repaid e second part in p collars (\$150.00) erest and the bala e due and payable of the until the amount	part part i by ay- per ance pne int
paid, and in order to	fore, in consideration secure the prompt pay	of the premises, and of ment of the said indebi	the sum of one dollar in h edness at the maturity th	and
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do es give, gra	ant, bargain and sell, c	onvey, release and conf	irm unto the said	
party of	the second part,	its successors	or	
toioscient assigns, the	following property, to-	wit:		
ALL th in Allegany Cour	hose parcels of nty, Maryland, a	ground situated nd described as	in District No. 7 follows, to wit:	7,
the first May 17. 1	e same property t part by the Fr	which was convey ostburg National ed among the Lan	resap Park Additic ed to the party of Bank, by deed dat d Records of Alleg	eđ
part by Walte	r M. McVitty, by	s conveyed to the deed dated May Liber No. 229,	party of the fir 12, 1950, and rec folio 72.	st ord-
Carscaden, Tr	of the first par ustees, by deed	t by E. C. Kells	Addition, convey y and William R. , 1950, and record io 29.	
the same prop	erty which was	Enown as the "H	acres, near Rawlin tome Place", and be arty of the first es, by deed dated s in Liber No. 137	part
by deed dated		ty of the first d recorded among	a parcel of 0.37 part to R. S. Nors said Land Records	
E. A. MCCOY AL	nd wile by deed	by the party of dated November 4 ber No. 212, fol	the first part to	bel

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10	LINER 305 PAGE 245
a .	ference to all of the above mentioned deeds is nevery made for more particular description of the properties thereby conveyed metes and bounds.
	Together with the buildings and improvements thereon, and the rights, roads, ways
water	s, 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
part	y of the second part, its successors or
	successioninities or assigns, the aforesaid sum of
	Thirteen Thousand and no/100 (\$13,000.00) Dollars
the m	er with the interest thereon, as and when the same shall become due and payable, and in cantime do and shall perform all the covenants herein on <u>his</u> part to be med, then this mortgage shall be void.
	End it is Egreed that until default be made in the premises, the said
pa	ty of the first part
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the me	may hold and possess the aforesaid property, upon paying in antime, all taxes, assessments and public liens levied on said property, all which taxes,
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Bu terest i then the and the party mis, her is, her	covenants to pay when legally demandable. t in case of default being made in payment of the mortgage debt aforesaid, or of the in- hereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, e entire mortgage debt intended to be hereby secured shall at once become due and payable, se presents are hereby declared to be made in trust, and the said

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policies forthwith in possession of the mortgages , or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.



Mitness, the hand and seal of said mortgagor.

Allegany County, to-wit:

15 th . day of June I hereby certify, That on this_

in the year ninetcen 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 aforegoing 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.

Compared and Kills Delivered E To Mtgel City ____

2 195-2

FILED AND RECORDED JUNE 15" 1954 at 3:15 P.M.

Part Furthese Month day of June, in the year THIS MORTGAGE, Made this 117 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 corporation duly incorporated under the laws of Maryland, Cumberland, Maryland, Trustee for Bess R. Buchanan of the second part, WITNESSETH: MIERMAN the said Mortgugors are justly and bona fide in-

debted unto the said Mortgages in the full sum of Eight Thousand (\$8,000.00)

LIGER 305 MGE 247

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, Faryland, known as Lot No. 65 in the Second Addition to Roberts Place, which is described as follows:

BEGINNING at a point on the casterly side of Roberts Avenue at the end of the second line of Lot No. 6h and running thence with the easterly side of said Avenue, North 20 degrees East h0 feet, then South 69 degrees 10 minutes mast 183.5 feet, then South 12 degrees h0 minutes West 36.5 feet to the end of the third line of Lot No. 6h, 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, 19/13, 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 Bouleward), 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

LIGER 305 MGE 248

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 199.8 fect 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, 19h1, and ecorded 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 moberts 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 astake 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 Allogany County and thence with a line of Lot 69, South 58 degrees 00 minutes ast 162.3 fect to astake, it being also a corner of Lots 68 and 69, thence South 19 degrees 30 minutes West 37 feet to astake, thence across said Lot No. 67, North 65 degrees 13 minutes West 17h.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 cast 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, 195h, 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

LIBER 305 MG2 249

Noberts Avenue and at the end of the first line of Lot No. 70, and ronning 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 21 degrees 55 minutes west 37 feet, thence South 19 degrees 55 minutes dest 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 thus? Feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by George Buchanan and Handolph 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 Allegany County.

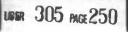
TOGETHER with the buildings and improvements thereon, the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

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 po form all the covenants herein on their 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, rortgage 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, er 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 ourchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be made in manner following, to-wit: By giving at least twenty (2)) days' notice of time, place, manner and terms of sale in some newspaper published in Allerary 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 mortgages 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 te 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 covenant 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.

Grace Curry

WITNESS: Thomas L Keech

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(SEAL) (SEAL) und

STATE OF MARYLAND, ALLEGANY COUNTY' to-wit:

I HEREBY CERTIFY, that on this <u>for a day of June</u>, 195b, 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 aforegoing 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 mortgages, 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.Pip r did further, in like menner, make oath that he is the President of The Liberty trust Company, Trustee for Bess R. Buchanan, and duly sutherized by 1t to make this affidavit.

GITNESS my hand and Notarial Scal the day and year above

11th

Damers M. Loste

Compared and Medica Delivered n. Whethere Sety

FILED AND RECORDED JUNE 15" 1954 at 3:15 P.M.

This Mortgage, Made this

written.

+1 11.

day of

i.

, by and between

······

June in the year nineteen hundred and Forty-five OTTILLE B. M. HELPP (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:

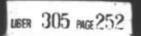
Whereas, the said Ottilie B. M. Heipp

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

THREE HUNDRED AND FIFTY (\$350.00) Dollare, 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-rate 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 Ottilie B.N. 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 Feans 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 hange" surveyed for Amos Davis the 22nd da of November, 1814 and running thence with part of the 1st line of "Yergan", mannetic bearings as of July 22, 1938 and tith surface measurements, North 66 degrees 27 minutes west 117 feet to the center of B ans Cove Road; thence with the center of Beans Cove Road (a new line July 22, 1938) North 21 degrees 50 minutes mast 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 mast on a horizontal measurement 941 feet to a stake to the end of the 20th line of the aforesaid tract called "Addition to Turkey Hange" 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 Ottilie 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 beionging 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 shail 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 defauit 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 defauit is made, and no ionger, 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 bereby 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 defauit 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 defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be bereby 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 bereby authorized and empowered at any time thereafter, to sell the property bereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, bis, her or their beirs 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 beirs, personal representatives or assigns.

AND the said mortgager 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-

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IBER 305 MGE 253

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:

Sames Michael.

(SEAL)

Ottilie B. M. HeiffsEAL) Ottilie B.M. Heipp

James M. Lorley Motary Dibil

Compared and Washed Dellared

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

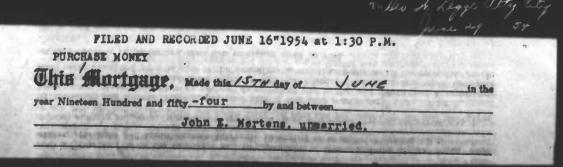
I hereby Certify, that on this // that of June in the year nineteen hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

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 -----Charles A. Piper---said

did further, in ilke manner, make oath that he is the President, and agent or attorney for said eorporation and duiy authorized by it to make this affidavit.

above surficiency and have hereto set my hand and affixed my notarial seai the day and year above surficiency Same Michaeles





of Allegany County, in the State of Maryland, part J 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:

Unbereas, 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 5t per cent. per annum, in the manner following:

By the payment of <u>Twenty-five & 0C/100 - (\$25.00) - ---</u> Dollarson or before the first day of each and every month from the date hereof, until the whole of saidprincipal 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) tothe payment of interest; (2) to the payment of all taxes, water rent, assessments or public chargesof every nature and description, ground rent, fire and tornado insurance premiums and othercharges 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 thegranting of said advance.</u>

How **Obercfore**, in consideration of the premises, and of the sum of one dollar in hand 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 es 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 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 531 degrees East 40 feet, then North 361 degrees East 125 feet to the Southerly eide of an alley, then North 531 degrees West 40 feet to the Easterly side of said first mentioned alley, and then with said alley South 362 degrees 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 hueband, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, eimultaneously

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with the recording of these presents. "And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the ag-gregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt ing the could of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sections in the year 1946 and any amendments thereto."

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

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

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.

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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 mort-gagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do he __will execute such further assurances as may be requisite.

TOGETOR 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 bold the above described land and premises unto the said mortgagee,

its successors and assigns, forever, provided that if the said mortgagor , <u>his</u> 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.

Hnd it is Eigreed that until default be made in the premises, the said mortgagor may hold and **poasess** the aforesaid property, upon 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. agor may sments and

But in case of default being made in payment of the mortgage debt aforesaid, or of the inter-est thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be neces-or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' at any time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have them matured or not; and as to 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.

Enothe 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-gages or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least <u>Fifteen Hundred & 00/100 - - (\$1500.00)</u> - --- Dollars and to the bord and to the mortgaged land to the amount to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do ⁶Shereby set over, transfer and assign to the mortgages, 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 mortgage 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.

as may be necessary to protect the mortgage under the terms and conditions herein set forth. In consideration of the premises the mortgagers, for themselves and their heirs, and person-mortgages on or before. March 15th of each year tax recipts evidencing the payment of all law-terester the preceding calendar year; to deliver to the mortgage recipts 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 govern-where the and payable and to pay and discharge within ninety days after due date all govern-where the and payable and to pay and discharge within ninety days after due date all govern-where way from the indebtedness secured by this mortgage or note, es in any other way from the indebtedness secured by this mortgage. (2) to permit, commit or suffer no wortgage, and a static property or any part thereof, and upon the failure of the mental levies. The benefits or a said property or any part thereof, and upon the failure of the mortgage. aris at the option of the debt hereby secured and the failure of the mortgage. To comply with asid demand of the mortgage for a period of thirty days shall constitute a breach of this mortgage, and at he mortgage may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder mortgages in any action to foreclose if, shall be entitled (without regard to the herein mort are provent by a persona, partmenthor or is any other manner, without here provents and acquired by any person, persona, partmenthio or or any other manner, without and personal representatives and assign, without the mortgage's written consent, then the whole the mortgage's written consent, or isoud the secure datall become due and demandable after the mortgage of and mortgage debt intended hereby to be secure dall become due and demandable after whole persona



mitness, the hand and seal of said mortgagors

Attest E Muter Jahr. [SEAL] Martana

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this 15TN 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,

Notary Public.

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the said mortgagors herein and he acknowledged the aforegoing 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.

19 · WITHESS my hand and Notarial Seal the day and year aforesaid. Ä ŝ And Lota

Compared and SERIER Delivered C The sh hegge atty aty

which said a

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FILED AND RECORDED JUNE 16" 1954 at 1:30 p.M.

This Mortgage, Made this /STW day of JUNE in the year Nineteen Hundred and fifty -four by and between	
James E. Elosterman and Mary F. Elosterman, his wife,	
of Allegany County, in the State of Maryland, part 1980f 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.	たいの
WITNESSETH: Wilbercas, the said mortgages has this day loaned to the said mortgagors, the sum of Four Thousand & 00/100 (@hoon on)	1

the date hereof, at the rate of 51 per cent. per annum, in the manner following:

By the payment of <u>Thirty-two & 69/100 - - - (\$32, 69) - - Dollars</u> 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 fail be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to 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

LIGER 305 MIGE 257

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, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-ing described property, to-wit:

All those lots, pieces or parcele of land known as Lote 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 lote 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 degrees East 160 feet to another alley, then with it, South 40 degreee West 80 feet to the end of the second line of said Lot No. $\pm\,37$, and then with said second line reversed, North 50 degrees Weet 160 feet to the place of beginning.

Being the same property which was conveyed unto the partice of the first part oy deed of Charles L. Barnes and Elizabeth L. Barnes, his wife, dated the 4th day of January, 1954, and recorded among the Land Escords 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 ag-gregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for pay-ing the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

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

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

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 mid mortgagers hereby warrant generally to, and covenant with, the said mort-gages 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, accept for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

LIGER 305 PAGE 258

Cogctber 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 iand and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, <u>their</u> 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 irpart to be performed, then this mortgage shall be void.

End it is Egreed 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 necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public 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.

Endthe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand & 00/100 - - (\$4000,00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee debt.

Bno 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.

as may be necessary to protect the mortgage under the terms and conditions herein set forth. In consideration of the premises the mortgagors, for themseives and their heirs, and personmortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shail 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 mortgage may demand the immediate repayment of all 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 shail 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 foreciose it, shail 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, parthership or corporation , other than the mortgage's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representative

Withtess, the hand and seal of said mortgagors. Attest: [SEAL] arman) [SEAL] [SEAL]

. 1

HER 305 MGE 259

State of Maryland, Allegany County, to-wit:

> I hereby certify, That on this____ ISTH day of JUNE

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

James E. Klosterman and Mary F. Klosterman, his wife,

the said mortgagors herein and tney acknowledged the aforegoing 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 iaw, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of iaw that he had the proper authority to make this affidavit as agent for the said mortgagee.

he h. the second 114. 55 96 19 8 2 SWITNESS me hand and Notariai Seai the day and year aforesaid. 9110: 2 * *********

Dave L. M.

ry Public.

mater lite,

THIS MORTGAGE, Made this 15+4 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:



J

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 dey of each and every month thereafter

LIBER 305 PAGE 260

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 HORTGAGE 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 suid 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 eaid 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 etands on this described property, thence 20 feet distant and parallel with the center of said Uhl Highway, North 52 degrees 21 minutee Weet 111 feet to the place of beginning; containing 1-7/100 acres, more or less.

- A

LIBER 305 MGE 261

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.

TOCETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenences thereuntd belonging or in anywise appertaining.

FROVIDED, 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 prerises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, arsessments 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 hereinhefore 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 pwoer, 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 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:

Earle Claston Mield (SEAL) EARLE CLASTON NIELD

Elai I Mild (SEAL)

STATE OF MARYLAND, ALLECANY COUNTY, to-wit:

1. 1.

I HEREBY CERTIFY, That on this 15 day of 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EARLE CLAYTON

UBER 305 MGE 263

NIELD and ELSIE L. NIELD, his wife, and each acknowledged the aforegoing 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.

WITHESS my hand and Notarial Seal.

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Elizabeth & Braffield

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My Commission expires May 2, 1955

FILED AND RECORDED JUNE 17" 1954 at 2:00 P.M.

THIS DEED OF RELEASE, Made this <u>16th.</u> day of **MEY**, 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 end delivered to the party of the first part e 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, folie 161, one of the Mortgage Records of Allegany County, Maryland; and,

Whereas, the said perty of the first part has been requested by the parties of the second part to release from the lies of said mortgage the second parcel particularly described therein es follows: All that certein lot or parcel of ground lying in Prostburg, Allegany County, Maryland, and described es follows:

BEGINNING at a pog of the end of the first line of Lot Number

2

UBER 305 MIGE 264

Thirty Seven on the South side of Union Street, and running thence with said street, south fifty eight (50) degrees East twenty four (24) feet and three (3) inches; thence South thrity two (32) degrees dest 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 or the second line of said lot Number Thirty Seven; and with seid line reversed, Norththirty two and one half (32) 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 Arable M. Zimmerman, his wife, dated August 25, 1942 and recorded in Liber / 192, rolio 206, one of the Land Records of Allegamy 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 Fasquale 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.

LAW OFFICES

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 percel of land hereinbefore described, and it does hereby release the lien of said mortgage on said above described percel 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 FROSTEURG, ALLEDAMY COURTY, 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 FIDELETT SAVINGS BANK OF FROSTEURD, ALLEDANT COUNTY, MARTLAND

eeideni

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

Attest

Pays

OTAR

June I HEREBY CERTIFY, that on this <u>16th.</u> dey of **Here**, 1954, before me the subsoriber, a Notary Fublic 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 aforegoing Deed of Release to be the act and deed of seid oorporation.

LIGER 305 PAGE 265

Witness my Hand end Seal the dey and year lest above written.

Spitzer Edna J. Spitsnas

Compared and MeBer Delivered

FILED AND RECORDED JUNE 17" 1954 at 1:30 P.M.

PURCHASE MONEY

This Murigaur, Made this 67% day of June in the year Nineteen Hundred and fifty - four by and between

Dino N. Begetti and Mary Am Begetti, his wife,

of Allegany County, in the State of Maryland, part 1.84of the first part, hereinafter called mortgagors, and Pirst Pederal 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 mortgages. WITNESSETH:



undercas, 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 <u>Twanty-two & 21/100 - - ((22,21) - - - Dollars</u> 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 asid advance.

Row Cherefore, in consideration of the premises, and of the sum of one dollar in hand 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 release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-ing described property, to-wit:

All that lot or parcel of ground in the City of Cumberland, known as Lot No. 38 in Piatt's Addition to Camberland, 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 Forth 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 ag-gregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance in used for pay-ing the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto." amendments thereto.

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

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

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 needtul 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 indebtodness.

The said martgagure hereby warrant generally is, and covenant, with, the said more-s that the above described property is improved as herein stated and that a perfect fee simple

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title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that thay will execute such further assurances as may be requisite

LIDIR 305 PAGE 267

Cogetber 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 bold the above described land and premises unto the said mortgagee,

its successors and assigns, forever, provided that if the said mortgagor s, <u>their</u> 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 ontheirpart to be performed, then this mortgage shall be void.

And it is Bgreed that until default be made in the premises, the said mortgagore may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liena ievied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagore 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 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 neces-or assigna; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terma of sale in some newspaper published in Cumberland, Maryland, which sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, 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 under the above power but no sale, one-haif of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns, and in case of advertisement the mortgagors, representatives, heirs or assigns, and in case of advertisement the mortgagors, representatives, heirs or assigns, and in case of advertisement the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-gagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount gages or its successors or assigns, the improvements on the hereoy mortgages and to the amount of at least Two Thousand $\frac{1}{2}$ 00/100 - - - - ($\frac{1}{2}$ 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 mortgages, 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 mortgages, or the mortgages debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, 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 mortgages is hereby authorized, in the event of auch default, as may be necessary to protect the mortgage under the terms and conditions herein set forth.

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-mortgages on or before. March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgages recipts evi-dencing the payment of all liens for public improvements within ninety days after the same shall mental levies that may be made on the mortgage of property, on this mortgage or note, or in any owneds, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgage of the debt hereby secured and the failure of the mortgagors s to comply immodiate repayment of the mortgage (2) to permit, commit or suffer the mortgage of a to keep the buildings on an increase in the amount of security, or the mortgage, and at the option of the mortgage (2) to permit define and interest mortgage, and at the option of the mortgage, immediately mature the entire principal and interest mortgage, and at the option of the mortgage (2) to all constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt hereby secured and the failure of the mortgagor s to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt of court may direct; (4) that should the title to the herein mort-any security for the debt intended hereby to be secured and the mortgage's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and profits of said personal representatives and assigna, without the mortgage's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) that the of said principal sum shall immediately become due and owing as herein provided; (6) that the default in the

Wittess, the hand and seal of said mortgagors . Attest: 15 Le la La La La La Dino N. Bagatti _[SEAL] Breed Hana Nary An Bagatti [SEAL]

LIGHR 305 PAGE 268

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 16.74 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 aforegoing 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.

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

The		JUNE 17"1954 at 2:50	
100 C	Nineteen Hundred and	hia 17th . day of	June by and between
		S and MARGARET L. GLASS	
part 1as	of the first part, and	County, in the State of	Rafyland
THE SECON ing corpo	D NATIONAL BANK OF C	CUMBERLAND, Cumberland, rated under the laws of	Maryland, a bank- the United States
(Finderth)	Allegany	County, in the State of	an int sing all to prove

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LIBER 305 PAGE 269

party of the second part in the full and just sum of tento-in 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.

Row Therefore, in consideration of the premises, and 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 or

kninscandcaseigns, 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

assemble counterfactor 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 <u>their</u> part to be performed, then this mortgage shall be void.

End it is Hgreed that until default be made in the premises, the said______ parties of the first part

Links will approximit for the taxt of the large

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, LIDER 305 PAGE 270

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,

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

party of the second part, its successors

being the set of the

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

parties of the first part, their

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.

Hnd 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 1ts successors or assigns, the improvements on the hereby mortgaged land to the amount of at least <u>Twenty-five Hundred and no/100 (\$2,500.00)</u>------ 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 ,1ts successors natures or assigns, to the extent of <u>its or</u> their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect sald insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

[SEAL] auch [SEAL] Margaret L. Glass

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this 17 th day of

3 9.4p * 177 .W

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

LIVER 305 MGE 271

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

FILED AND RECORDED JUNE 17"1954 at 3:35 P.M.

red and total

day of

, by and between

This Mortgage, Made this 11+4

June in the year nineteen hundred and Fifty-four 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

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.Boeley and James F.Bosley, her husband

dots 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 "RCCii" 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



of salitance, and running thronce South 7% degreess last 252-1/2 feet to the back the of a street on Buckhill, and running thronce with and binding on the back show of sale street, South 15 degrees cest 101-1/2 feet, thronce Burth 59-3/4, or rear bust Dif feet thronce Burth 17 decrees sart 57 feet to the boginning.

It being the same resperty which was conveyed unto the said fortunators by Leslie J.Clark, Trustee by deed dated April 20md, 1954, and recorded in liber So. 255, folio 179, one of the Land Records of Allegacy Dunity, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, reads, ways, waters, privileges and appurtemances thereunts belonging or in any wise apportaining.

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

PROVIDED, that if the said mortgager, his beirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Det 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 mortgages.

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 mortgages, 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 n

said mortgagor, his heirs, personal representatives or assigns. AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount, of at least

One thousand (\$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 lism or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage 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 therete. WITNERS, the hand and seal of said mortgager.

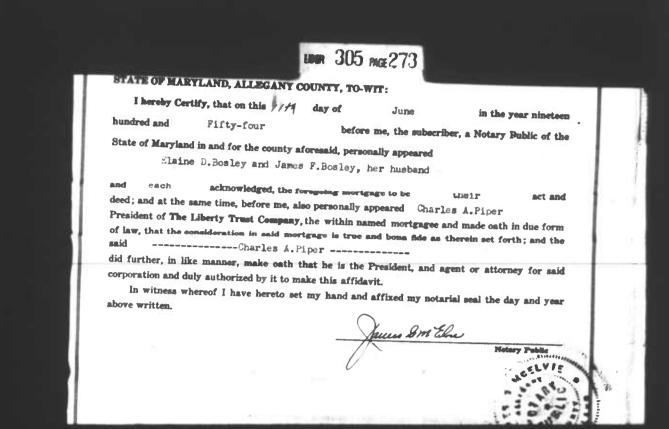
7-18

MEALS

ATTEST:

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FILED AND RECORDED JUNE 17" 1954 at 2:00 P.M. This Mortgage, Made this 16th. day of

in the year

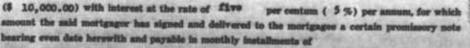
Nineteen Hundred and Fifty - four by and between

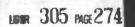
PASQUALE PARISE, Unmerried

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 FIDELETY 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 mortgages.

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 (\$ 10,000.00) with interest at the rate of five per centum (5%) per annum, for which





- - - - - 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. More . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

One Hundred and Six - - - -

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 Pnaquale 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 cortain lot or parcel of ground lying in Frostburg, Allegany County, Maryland, and described as follows:

BEGINNING at a pag 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 sirty seven (167) feet to Mechanic Street; and with said street north fifty eight (58) degrees West twenty six (25) feet and six (6 inches to the end of the second line of maid lot Number Thirty Seven; and with said line reversed, North thirty two and one half (322) 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 partias datad 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 daeds for a further description of the property hereby intended to be conveyed.

TOGETHER with the huildings 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 deht intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns,

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LEER 305 PAGE 275

or ALBERT A. DOUB, its, his or their duiy constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to 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-wft: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Ailegany 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) Doilars

(\$ 10,000.00) Doilars 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 mortgager 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 mortgager 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 forellose 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, partnersbip or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, witbout the mortgagee's written consent, or should the same be encumbered by the mortgagor, bis 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 aforegoing 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 itabilities 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.

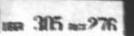
AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

Parale Parie (SEAL)

WITNESS the hand and seal of said mortgagor.

all m. Raca

ATTEST



STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Berely Certify, That on this 164h.

surger June in the year Ninebeen Bundred and Fifty-fpur before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

days of

PASUMLE PARISE, unmarried,

and _____ acknowledged the foregoing mortgage to the alter Krelling act; and at the same time, before me also personally appeared WillingerStriktman Treasurer of AMATOR OF THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgages, and made oath in due form of law, that the consideration in said mortgage is true and homa fide as therein set forth; and the said the said the frailing 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 d your g ve written.

Notary Pub

and and Mallo access Earl & Thange atty at

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FILED AND RECORDED JUNE 18" 1954 at 10:10 A.H. THIS PURCHASE MONEY MORTGAGE, Made and Executed this 2/ et day of Aport, in the year One Thousand Mine 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:

HEREAS, the Parties of the First Part are justly and bona fidely indebted unto the Parties of the Second Part in the full and just sum of Three Hundred Seventy-five (\$375.00) Dollars, end 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.

LIBER 305 PAGE 277

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in nand paid, and in order to secure the prompt payment of the said indebteaness 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. Hobosson, his wife, their neirs and assigns, the following property, to-wit:

ALL those four lots, pieces, or parcels of land, situate, lying, and being known as lots mos. 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. BLUCK 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, morth 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:

BLGINAING for said parcel of land at a point along the northerly side of Bank Avenue at the end of the first line of Lot

LAW OFFICES

No. 57, block No. 13; 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:

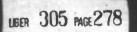
BEGINNING for said parcel of land at a point on the northerly side of Bank avenue at the end of the first line of Lot No. 59, Block No. 18; and running thence with the northerly side of said Dank avenue, south 51 degrees 55 minutes east 25 feet; thence at right angles to said Dank Avenue, north 38 degrees 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 endof 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. Mobosson and Harriet A. Robosson, his wife, and Earl L. Emrick and Pearl I. Emrick, his wife, and which said deed is to be recorded simul-



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.

LAW OFFICES EARL FOMUND MANGES

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PROVIDED, that if the said Earl L. Emrick and Pearl I. Emrick 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-sive (\$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. Emrick and Pearl I. Emrick, 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. Emrick and Pearl I. Emrick, 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. Emrick and Pearl I. Emrick, his wife, their heir or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and

LIGHR 305 PAGE 279

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 nereby 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, tneir neirs or assigns, to the extent of their lien or claim nereunder, 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.

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WITNESS, the hands and seals of said mortgagors:

ATTLST:

Earl Earl L. Emrick (SEAL) Sal Emange Plail 9 Entrick (SEAL)

Notary Public

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT: fore me, the subscriber, a Notary Public of the State and Sounty aforesaid, personally appeared Earl L. Emrick and Pearl I. Emrick, his wife, and each acknowledged the aforegoing 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 therein set forth.

WITNESS, my hand and Notarial Seal the day and year first

LIBER 305 MGE 280

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FILED AND REGORDED JUNE 18" 1954 at 11:00 A.M.

THIS MORTGAGE, Made this <u>/646</u> day of 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 und bone fide indebted unto the party of the second part in the full and just eum of Six Thousand Seven Hundred (\$6,700.00) Dollare, with interest from date at the rate of four and one-half ($4\frac{1}{2}$ %) per cent per annum, which said eum is part of the purchase price of the property hereinafter described, and this mortgage is hereby declared to be a Furchase 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 15t day of August, 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 MORTCAGE 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 escure 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

LEER 305 MGE 281

being described as follows:

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BEGINNING at a point on the Easterly eide 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 degrees 39 minutes Weet 40 feet, thence South 69 degrees 21 minutes Weet 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.

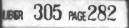
TOGETHER with the buildings and improvemente thereon, and the rights, roads, ways, watere, privileges and appurtenances thereunto belonging or in anywise appertaining.

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 assigne, the aforesaid sum of Six Thousand Seven Hundred (\$6,700.00) Dollare, together with the interset 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 premisee, the said parties of the first part may hold and possese the aforesaid property, upon paying in the meantime, all taxes, assessments and public liene 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 demandeble; 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 so and when the same become due and payeble, the second party shall have the full legal right to pay the same, together with ell 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

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secured, including such future advances as may be made by 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.

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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 mortgages 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 mortgages, 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:

Att. InEs

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hn Clayle Hazel M. Boyle

(SEAL)

LIBER 305 PAGE 283

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

et forthis

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I HEREBY CERTIFY, That on this <u>1644</u> day of <u>func</u> 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN C. BOYLE and HAZEL M. HOYLE, his wife, and each acknowledged the aforegoing 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 bons fide as therein

WITNESS my hand and Notarial Seal.

el N. Code Notary Public My Commission expires May 2, 1955

Connered and Medial Delivered of

in the

FILED AND RECORDED JUNE 18" 1954 at 12:35 P.N. This Murigage, Made this / I'm day of June

year Nineteen Hundred and fifty-four by and between Walter V. Nazelrod and Maude L. Nazelrod, his wife,

of Allegany County, in the State of Maryland, part188.of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Ouinberland, 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: ·

Wilbercas, the said mortgages has this day loaned to the said mortgagers, the sum of One Thousand Kignt Hundred & 00/100 - - - (\$1800.00) - - - Dollars, which said sum the mortgagers agree to repay in installments with interest thereon from the data hereof, at the rate of Se per cent. per annum, in the manner following:



By the payment of Thirty & 00/100 - - - (\$30.00) - - - Doilars 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 mortgages in the following order: (1) to 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

How Cberefore, in consideration of the premises, and of the sum of one dollar in hand 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 release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

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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. Nazelrod et ux dated March 20, 1951 which is recorded in Liber No. 233, folio 543 one of the Land Records of Allegany County, Karyland, 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 Fast 217.8 feet to a stake at a junction of lanes, then with the lane to the left, North 45 degrees 10 minutes Fast 30.9 feet to a stake in a line of old fire fence; then with or near said fence, South 50 degrees 15 minutes Fast 1224 feet to a stake on the seventh line of the original tract, then reversing said line in part 31.1 feet, then North 60 degrees West

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.

The said mortgagors hereby warrant

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"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 925 of the Laws of Maryland, passed at the January sessions in the year 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 baiance of this indebtedness.

It is agreed that the Mortgages may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgages or wherein the Mortgages is the Beneficiary and which is held by the Mortgages 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, reservals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgages 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. LIBER 305 PAGE 285

gagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that <u>they</u> will execute such further assurances as may be requisite.

Cogcther 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 mortgagora . <u>their</u> 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 irpart to be performed, then this mortgage shall be void.

Bnd it is Egreed 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 tiens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor g 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 shalt 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. Leegge, its duly constituted attorney or agent are hereby nuthorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be neces-say and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of nll expenses incident to such sale including taxes, and a com-mission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall hnve them 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 mortgragors, representatives, heirs or assigns.

Hndthe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-gagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Gra Thousand Fight 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 mortragee, 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 mortgage debt.

End 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.

as may be necessary to protect the mortgage under the terms and conditions herein set forth. In consideration of the premises the mortgageors, for themselves and their heirs, and person-al representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts 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 the same shall become due and payable and to pay and discharge within ninety days after due date all govern-mental levies that may be made on the mortgage or poperty, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no wnste, impairment or deterioration of said property, or any part thereof, and upon the fnilure of the mortgageons to keep the buildings on said property in good condition of repair, the mortgagers — to comply with shid denand of the mortgagee for a period of thirty dnys shall constitute a breach of this mortgage, and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice institute proceedings to forcelose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequaey of apy security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor ns the Court may direct; (4) that should the title to the herein mort-gaged property be acquired by any person, persons, partnership or corporation _, other than the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representat

titless, the hand and seal of said mortgagors .

Attest:

aschod [SEAL]

LIBER 305 PAGE 286

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this 18 m day of_

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

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Notary Public.

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Walter V. Nazalrod and Mauda L. Nazalrod, his wife,

the said mortgagors herein and Lhey acknowledged the aforegoing 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 WITNESS my hand and Notarial Seal the day and year aforesaid. of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

Bener f. Aa.



WITNESSETH:

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This Mortgage, Made this 177 day of_

land, party of the second part, hereinafter called mortgagee.

year Nineteen Hundred and fifty-four____by and between___

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FILED AND RECORDED JUNE 18" 1954 at 12:35 F.M.

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

Thurman A. Devis and Mary I. Devis, his wife

URDERCRS, the said mortgages has this day loaned to the said mortgagors, the sum of One Thousand Four Hundred Sixty & 00/100 - - (\$1060.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from

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-

the date hereof, at the rate of 52 per cent. per annum, in the manner following:

By the payment of Twenty-five & 00/100 - - - (\$25,00) - - - - on or before the first day of each and every month from the date hereof, until the whole principal sum and interest shall be paid, which interest shall be computed by the calendar

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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 mortgagers 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:

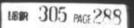
FIFST: All that tract, piece or parcel of land situate in Allereny County, Maryland, described as follows to-wit: PEGITING at a locust stake bearing 9 notches and standing at the end of 119 perchas on a line drawn South 58% degrees fact from a point B# feet North of a forked red oak tree standing on the Fist edge of the Oldtown County Ford leading from Murley Branch Fond to Oldtown, in Flintstone Election District No. 3 in the said County and State, said beginning stake being witnessed by 3 trees hearing 3 notches each, and being also at the end of 119 perches on the first line in a died from William H. Twipp and wife to George P. D lan, said deed bearing date February 6, 1894, and recorded in Liter 75, folio 168, one of the Land Fecords of Allegany County, Maryland, and rurning with the remainder of said first line South 58% degrees Fast 28 perches to the lines of a tract of land called . "Stoney Hill," then South 36 degrees Vest 17 perches South 12 degrees -West 8 perches to the end of the second line of "Stoney Hill," South 56 depressivest 364 perches to the beginning of a tract of land celled "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

Fest 20 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% 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 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 Aceident 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.

Cogether 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 bold the above described land and premises unto the said mortgagee,

its successors and assigns, forever, provided that if the said mortgagors , <u>their</u> 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 irpart to be performed, then this mortgage shall be void.

And it is Egreed 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 the#con, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said shall be at public 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.

Endthe 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 S1xty & 0.0/100 - - - - - 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 premiuma thereon with interest as part of the mortgage debt.

End 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 conditiona 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 foilows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of ali lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of ali 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

UBBR 305 MGE 289

Waste, impairment or deterioration of said property, or any part thereof, and upon the raining of the martgaport to keep the buildings on said property in good condition of repair, the mortgaper may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the delt hereby secured and the failure of the mortgagor π — to comply with said demand of the mortgages of a period of thirty days shall constitute a breach of this neutropy, and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgages may, without notice, institute proceedings to forcefore this mortgage, and at the option of the mortgage, is a receiver, as hereinfter provided; (3) and the holder of this martgage, and the appointment of a receiver, as hereinfter provided; (3) and the holder of this martgage, in any action to forcefore it, shall be entitled (without regard to the advance of any security, for the deld) to the appointment of a receiver to collect the rents and profits of and previouses and arcount therefor as the Court may direct; (4) that should the title to the herein martmartgagers, by voluntary or involuntary grant or assignment, or in any other manner, without the nortgagers by voluntary or involuntary grant or assignment, or in any other manner, without the nortgagers by voluntary or involuntary grant or assignment, or in any other manner, without the nortgagers by voluntary or involuntary grant or assignment, or in any other manner, without the nortgagers by written consent, or should the same be communicated by the mortgagers, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage delt 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 aforegoing covenants or condi

mitness, the hand and seal of said mortgagors.

Attest:

anna (SEAL) G tu. na [SEAL] Devis

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 17TN day of UNNE

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

Thurmen A. Devis and Mery I. Devis, his wife,

the said mortgagors herein and they acknowledged the aforegoing 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.

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

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Cor cared and weller Delivered & The M. Legge atty City

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FILED AND RECORDED JUNE 18" 1954 at 12:35 P.M.

LIGHR 305 PAGE 290

This Mortgage, Made this 18 Tor day of_ JUNE

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

WITNESSETH

ubercas, the said mortgagee has this day loaned to the said mortgagors, the sum of 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 52 per cent. per annum, in the manner following:

By the payment of <u>Ninety-two & 88/100 - - (\$92.88) - - -</u> Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-ing described momenty town: ing 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 Retrest," 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.



in the





LIEER 305 PAGE 291

"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 premiunis 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 indeltedness, and any sums of money so advanced shall be added to the unpaid balance of this indeltedness.

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 , <u>their</u> 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.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or George W. 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 necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public 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 payt 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.

Endthe 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 Thirtsen 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 mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, 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 mortgages 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 personhereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become doe 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

LIGER 305 PAGE 292

waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortragions to keep the buildings on said property in good condition of repair, the mortrage may depend the immediate repair of said buildings or an increase in the amount of security, or the with said demand of the mortrage for a period of thirty days shall constitute a breach of this mortrage, and at the option of the mortrage, immediately mature the entire principal and interest hereby secured, and the mortrage may, without notice, institute proceedings to forcelose this of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the appointment of a receiver, as hereimafter provided; (3) and the holder of this mortgage in any action to forcelose 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 grand property be acquired by any person, persons, partnership or corporation —, other than the next second 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 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 aforegoing covenants or conditions

Mitness, the hand and seal of said mortgagors .

Attest:

George E. Smith [SEAL] <u>Virginia Lee Smith</u> Virginia Lee Smith

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 18TH day of VUNE

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 aforegoing 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.

Genera L. A.a. Notary Public.

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USER 305 HATE 293

Respired L Richards atty aly

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FILED AND RECORDED JUNE 18" 1954 at 1:40 P.M.
Ohis Mortgage, Made this 17th. day of June,
in the year Nincteen Hundred and Fifty four , by and between
Joseph C. Steele and Clara Mae Steele, his wife,
of allegany County, in the State of Maryland

part 105 of the first part, hereinafter called mortgagor 8, 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:

Unbecars, the said mortgagee has this day loaned to the said mortgagors , the sum of

SIXTY-ONE HUNDRED AND THENTY	-54	VEN					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	., ()	5%) pe	er a	unum, in the	manr	er follow	ing:

By the payments of **SIATY** 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 follow-'ing described property, to-wit:

All that property known as the Staup Farm losated 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 whols tract of the second vacancy, running thence North 45 degrees East 231 perchas North 79 perches, North 51 degrees West 21-1/2 perchas to a bounded whits Oak, North 23 degrees East 16 perches to a bounded Chestnut Oak North 66 degrees East 49-1/2 perchas to the end of 21-3/4 perchas 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 perchas to a bounded Mapls, 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, morelises.

LIGER 305 PAGE 294

ALSO, those two pieces or parcels of land called "Sthiopia 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 Alleguny County, Maryland, and which is contained within the following metes and bounds courses and distances, to-wit:

metes and bounds courses and distances, éo-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 sast 44 perches to a bounded Maple, South 76 degrees sast 23-1/4 perches to a bounded Ked Oak, South 14 degrees dest 31 perches to a chestnut oak bush, South 25 degrees sast 37-1/2 perches to a bounded chestnut, South 45 degrees West 88 perches, South 1-1/2 degrees sast 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 sast 32-1/2 perches to a bounded white Oak tree, South 10 degrees west 20 perches, South 57 degrees sast 23-1/2 perches to a Locust post and stone pile, then South 9 degrees sast 23-1/2 perches to the 48th. line of the whole tract called "Sthiopia and the Isles", it being also the 25th. line of a tract of land called PPartnership", 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 west 19 perches to a large bounded white Oak, North 25 degrees sast 64 perches, a bounded Chestnut Oak, North 70 degrees sast 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 sast 21-3/4 perches, North 17 degrees sast 50 perches, North 58 degrees West 30 perches, North 26 degrees West 68 perches to the end of the second line of Lot No. 3804, then South 51-1/2 degrees west 33 perches to the BoGINNING, containing 61-1/2 acres.

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AND BEGINNING for the second piece at a stake standing at the end of the l6th. line of the whole tract called "Ethiopia and the Isles", and ranning 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 EEGINNING, 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 barm 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 Wholstein bull 4 Heifers 11 calves 1 1948 Jeep 1 1951 Ferguson tractor 1 hay loader 1 mower 1 cultivator 1 plow 1 dise

and all other personal property situated upon the said farm, it being understood and agreed that this hostgage shall include any replacements or additions that may be made on said personal property.



It is covenanted and agreed by the parties hareto 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.

Cogether 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 bold the aforesaid parcel of ground and premises unto the said mort-

gagee, 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

ontheirpart to be performed, then this mortgage shall be void.

Hnd it is Egrecd that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the menntime, 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 their 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-haif of the above commissions

shall be allowed and paid by the mortgagor **s**, their representatives, heirs or assigns.

H n δ the said mortgagor s, <u>their</u> heirs, executors, adminstrators 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 ioss by fire in at least the sum

SIXTY-ONE HUNDRED AND TWENTY-SEVEN

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 rents and assessments, and the sum or sums so paid shall be decided a part of the same shall be immediately due and hereby secured and shall bear interest at the same rate, and the same shall be immediately due and hereby secured and secured and secured and secured and hereby secured and secur 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 a to keep the buildings on said property, or any part dented of the mortgage 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 a 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 foreciose 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 accurity 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 and provide of said premises and account therefor as the Court may direct; (b) that should the fue to the herein mortgaged property be acquired by any person, persons, partnership or corpor-ation . other than the mortgagers s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgager'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 mort-gage debt intended hereby to be secured shall become due and demandable after default-in the

LIGER 305 PAGE 296

payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing 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.

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

Attest: Krealie a Crabbee

Joseph C. Steele Steele (SEAL) Clara Mac Stule (SEAL)

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this ______ 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 aforegoing 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 mortgage.

Rocali a. Cath

Atty Publ

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

Compared and Mailed Recorder

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FILED AND RECORDED JUNE 18" 1954 at 2:40 P.M. This Mortgaur, Made this ______ /744 _____ 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 BANE OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth: LIGER 305 PAGE 297

Whereas, the said Mortgagors are justly and bons 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 montaly payments on the principal and interest of not less than Thirty (\$30.00) Dollars.

And uhrreas, 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 hy 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:

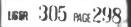
Beginning for the same at a point on the Northerly side of Beacher Avenue at the end of $68\frac{1}{2}$ feet on a line drawn North $59\frac{1}{4}$ degrees East from a large locust tree, said tree stands on the South side of Beacher Avenue, and running thence with the Northerly side of Beacher Avonue, 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 <u>26th</u>, 195h, 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.

In hour and to hold the above described property unto the said Mortgagee, its successoror 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 beionging or in anywise appertaining, in fee simple forever

Frontierd, that if the said Mortgagors , its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shali 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)- - doilars 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 lieus 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 Mortgage 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 pald as costs, by the mortgagors , its, his, her or their representatives, helrs 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, hls, her or their heirs or assigns.

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

Witness, the hands and seals 'of said Mortgagors .

Attest -Herricand Q. Dudlesf.

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Victor Nr. Ryan (SEAL) Margared N. Ryan (SEAL)

LIGER 305 PAGE 299

State of Maryland, Allegany County, to-wil:

ear and year above written.

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____ 17th - day of June, 3 hereby Certify, that on this Fifty Four, in the year nineteen hundred and before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Victor ... Ryan and targaret ... Ryan, his wife,

and acknowledged the aforegoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Goorge 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 George C. Cook fide as therein set forth; and the said 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

Millian Q. Dulle f.

Composed which Marklan

FILED AND RECORDED JUNE 18" 1954 at 3:40 P.M.

THIS MORTGAGE, Made this _/7 day of they, 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) Dollers, with interest from date at the rate of six per cent (6%) per annum, and which said oum the said parties of the first part covenant and agree to pay in equal monthly installmente of Sixteen Dollare and Sixty-seven Cente (\$16.67) on account of interest and principal, paymente to begin on the 10 day of July, 1954,



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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

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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) wollars, 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 or 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 mortgages 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.

Georgia H. Luteman (Ceorgia H. Luteman WITNESS as to both: Frank Octo as to Janua H. Seitenia (SEAL) Blen R. Champill

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

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I HEREBY CERTIFY, That on this <u>2.7</u> day of May, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **CHEREPA HALESEMAN** and JAMES H. LUTEMAN, her husband, and each acknowledged the aforehis going mortgage to be/Halesman 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

LIBER 305 PAGE 303

named 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.

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 aforegoing mortgage to be her act

WITNESS my hand and Notarial seal. HOTARLE

Notary

FILED AND RECORDED JUNE 19" 1954 at 9:50 A.M. This Mortgage, Made thia 1876

day of

Nineteen Hundred and Fifty-four by and between

in the year

June



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:

HOTARL

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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 (\$5,000.00) 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

SEVERTY-FIVE AND 00/300 ------Dollars.

(\$ 75.00) commencing on the 18TH day of JULY , 195 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 , The 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.

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.

EEDW 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.

EKING 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 beionging 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 shail 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 shail 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

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.

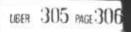
That the hoider of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, person, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall lmmediately 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 aforegoing covenants or conditions for sixty consecutive days.

And the sald mortgagor hereby warrants generally to, and covenants with the sald 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 hali govern the rights, duties and liabilities of the parties hereto, and any provisions of this or



other instruments executed in connection with said indepted 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 bereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

John Tilor Grace & Dile (SEAL) (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 1870 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 wanted to the trailing. 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 the said to form the fit 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.



Some B funn att, ally

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FILED AND RECORDED JUNE 19" 1954 at 10:00 A.M. THIS PURCHASE MONEY MORTGAGE, Made this 1st day of

E___, 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, partics 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 loanod to the aforesaid parties of the first part by the party of the second part on account of the purchase price of the land hereinaftor described, and which said principal sum of \$1,000.00together 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, boginning 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 bo applied first to interest and the balance thereof to be applied to the principal sum of this mortgage, said intorest, 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 arc to be made at the office of Howard M. Spiker, South Centre Street, Cumberland, Maryland. The partios 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 convoyed 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, follo 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. Borry, Executors of the Last Will and Testament of Benjamin W. Rice, deceased, by deed **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.

FROVIDED, that if the said parties of the first part, their neirs, 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, administrtors and assigns, or Thomas B. Finan, his or their duly constituted

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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 shail be at public auction for each, 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 she mortgagors their representatives, heirs or assigns.

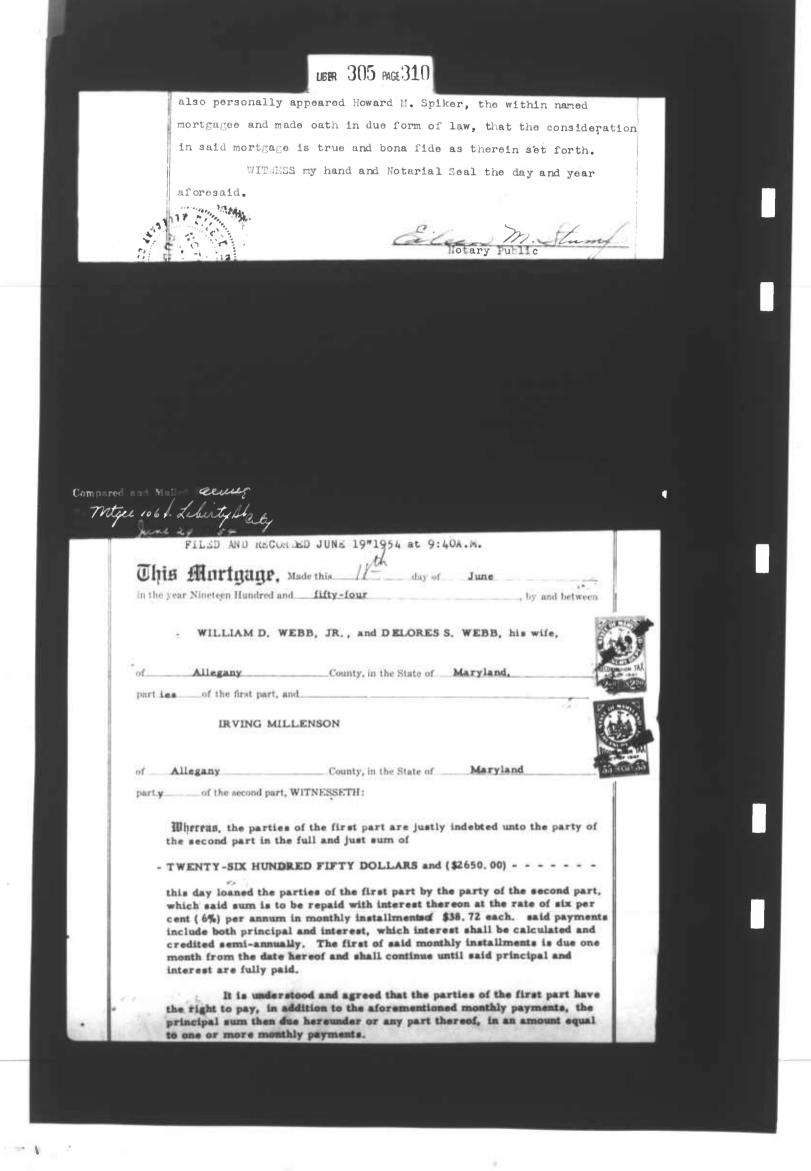
AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand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

Elee m. Stump Margaret m. Rice (SEAL) Elen m. Stump Robert W. R.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this <u>M</u>, day of <u>Mure</u> in the year Mineteen 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 aforegoing mortgage to be their respective act and deed; and at the same time before me



AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1959 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

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.

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

Frouided, that if the said part ica of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part Y of the second part his

- - - 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 eovenants herein on <u>their</u> 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 ics. 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 them.

thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in ease 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

<u>COBEY, CARSCADEN and GILCHRIST</u> its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to soil the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public 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 sald 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 mortgagora, their representatives, heirs or assigns.

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And the said part iss_of the first part further covenant to insure forthwith, and ponding 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 ϖ cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire

LIBER 305 PAGE 312 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. Withress, the hands and seal s of said mortgagors. Witness: Planeal William D. WEBB, JR. [Seal] - 10 Parcel Delones S. WEBB [Seal] (Sir) State of Maryland, Allegany County, to-wit: I hereby certify. That on this 18 th 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 aforegoing 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 justic and bona fide as therein set forth. WITNESS my hand and Notarial Seal the day and year aforesaid. Catty and Damis Notary Public Cumberland, Ind., august 30, 1954 For value received I hereby release the within and aforegoing my hand and seal the day and year above written wrine Scoble Swing millemann (seal) Witness : Katte

Compared and Miniled Delivered E

To Netgel City

17#

LIGER 305 PAGE 313

FILED AND RECORDED JUNE 19"1954 at 9:10 A.M.

This Mortgage, Made this

. un

in the year nineteen hundred and flfty-four

day of , by and between

1 5%

Bernand R. Fleigle and Cerneil A. Fleigle , his wife, of Ailegany 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

Pernard R. Fleigle and Cerneil A. Fleigle, his wife,

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

Two lve Fundred 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 $Six(6\pi)$ per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberiand, 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 Cerneil 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 Liter 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 sid of Pénnsylvania 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. Fleig'e, 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 F1fty (\$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 Hundrel (\$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 improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January 3833100 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) - - - - Doilars, 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 iien or claim hereunder, and to place such policy or policies forthwith in 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.

THE R. L. C. L. LEWIS

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Hamen M: Forly

(SEAL)

Cerneil A. Fleigh (SEAL)

LIGER 305 PAGE 31.5

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

fifty-four

I hereby Certify, that on this 17⁴⁴day of June in the year nineteen 6 hundred and

act and

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesald, personally appeared

Bonnard R. Fleigle and Cennel' A. Fleigle, his wife, and each

acknowledged, the foregoing mortgage to be their 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.

y: In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written. ALAN, AL Jumes M. Jorley Notary Post

Com ared and Eldes

day of

FILED AND RECORDED JUNE 19"1954 at 9:10 A.M.

This Mortgage, Made this _____ 17th June

1ª

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,

C

stand indebted unto the said The Liberty Trust Company in the just and full sum of 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 Doilar, 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 self, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

Sinchat of parcel of ground situated on the East side of Pligeby Termach in the City of Cumberland, Allegany County, Maryland, known and pieceter at for No. 13 is Folzshu's Addition to Cumberland, and all pipelty also some times known and designated as No. 27 Nigeway Theor. Cumberland, Karyland, and particularly described as follows, in-with

CODUNTNO for the same at a stake standing on the East side of rowly Tennand, distant Could 75 is grees East 40 feet from the end of this line of the lot of ground nonveyed to George M. Ening by Beed the filler No. 74, folio 667, of the fand Becords of Allegany ty, Marylani, and running theme Bouth 75 degrees East 150 feet. There south 75 degrees West 50 feet, thence North 75 degrees West 150 feet to Bidgeway Tennace, and thence with said Tennace, North 15 degrees the East 5 feet to the beginning.

It being the same property conveyed unto the said Mortgagors by Bambara 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.

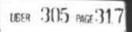
PROVIDED. that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twelve Hundred Eighty (\$1280.00) Dollars, together with the interest thereon when and as the same becomes due and payable, 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 improvments 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 ionger, 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 Cumberiand, 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

 $\exists x \in \forall x \in \exists x \exists x \exists x \in y \in \{1, 1^n, 1^n\} = - - = Dollars, and to cause the policy of$ 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

Mattin B. Tharry (Mgeal)

Thelen M. Sherry SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 17th day of Turne

hundred and fifty-four

in the year nineteen before me, the subscriber, a Notary Public of the

act and

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 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 bons fide as therein set forth; and the Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said

ensporation and duly authorized by it to make this affidavit.

wapess whereof I have hereto set my hand and affixed my notarial seal the day and year th written

Beagsisters Notary Public

Compared and Mailed Courses

of

UBER 305 PAGE 318

FILED AND RECORDED JUNE 21" 1954 at 2:30 F.M.

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

Williem J. Robertson and Margaret V. Pobertson, his wife,

County, in the State of

MERYLERd

part 190 of the first part, and

alle any

Second National Bank of Cumberland, a national banking Corporation with its principal place of business in Cumberland

of <u>Alleriany</u> County, in the State of <u>Merylend</u> part y of the second part, WITNESSETH:

Wibercas, 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 1/2% per annum computed monthly on unpaid belances, 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 such 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.

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 <u>Williem J. Bobertson and</u>

Margaret V. Pobertson, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Gecond National Bank of Cumberland, its auccessors

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

· · · /

All that lot or parcel of ground situated on the Southeasterly 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 Pecords of Allegany County, Maryland in Plat Case Box No. 150 and particularly described as follows, to-wit:

LIBER 305 PAGE 31.9

Perinning At A hub et the end of the first line of Lot No. 5 in said addition on the Southeast side of Holland Street, and . running with dolland Street, North 35 degrees 47 minutes West 58 feet, then leaving Holland Street at right angles, South 56 degrees 13 minutes Fast 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 56 degrees 13 minutes West 120 feet to the beginning.

Being the same property which was conveyed unto the samties of the first part by two deeds, the first from the County Commissioners of Allegany County dated September 16, 1957, which is recorded in Liber No. 217, folio 553 Allegany County Land Fecords, and the second from William F. Foeder et ux dated May 3, 1955, which is recorded in Liber No. 259, folio 170 Allegany County Land Fecords. **Togetber** with the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining. **Drovided**, that if the said <u>William J. Robertson and Margaret Y. Robert</u>-

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 <u>their</u> part to be . performed, then this mortgage shall be void.

Hnd it is Hgreed that until default be made in the premises, the said

Williem 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 <u>Williem J. Robertson and Margaret</u>

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, 1ts successors

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 therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such asle, 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 them

matured or not; and as to the balance, to pay it over to the said. Milliam J. Robertson and Margaret V. Roberteon, 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 8 their representatives, heirs or assigns.

And the said Williem J. Foberteon 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 _____1ts__

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

Mitness, the hand and seal of said mortgagor F.

Williamy. Robertson ISEAL Tobertone (SEAL) Ingular A. the

State of margiano. Allegany County, to-mit:

I hereby certify. That on this 112th

day of tind

Chas EStan

Notary Public.

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

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

Villiam J. Robertson and Margaret V. Robertson, his vife,

and they acknowledged the aforegoing 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 mortgage is true and bona fide as therein set for forth.

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

Com ared and Course Hellin new C matgee city

56

FILED AND RECORDED JUNE 21" 1954 at 11:00 A.M.

This Mortgage, Made this ___________ _____ June

day of

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 payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (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

THIS MCRTGAGE 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,

2

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-wite

All these 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 North-erly 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 Mortga-gors by Don J. Taylor and wife, 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 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 Iwenty-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 improvments 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 theretc.

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 mortgage 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:

hundred and

June

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Thomas L'Keech

Roy & Joyne (SEAL) Roy E. Payne Wanna E. Parpue (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I hereby Certify, that on this 1872 day of

June

in the year nineteen

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 -hete 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 weithen. 0714

Geogdiabert Notary Public

FILED AND RECORDED JUNE 21" 1954 at 11:00 A.M.

This Mortgage, Made this 16 #4

in the year nineteen hundred and Fifty-four DONALD R. MCKENZIE and EMMA C. VCKENZIE, his wife day of

Dollar

, by and between

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 Ezza 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) -

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,

dom 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 estermoort, in All gamy County, Maryland, redescribed by an actual survey on the ground as follows:

BEBLENING 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 bouth 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 roperty which was conveyed unto the said Mortgagors by Raymond ... 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 leveled 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 describet herein.

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

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thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to 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 Georre 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 manuer 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 ·

Dmald R. M. C. Jengie (SEAL)

Janu BMEhie

him & MElon

Emma C. Mc Kengie (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this / 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

Jonald R.McKenzie and Emma C. "cKenzie, his wife,

and acknowledged, the foregoing mortgage to be each 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.

Corriered an canut res E Mitgue City

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LIBER 305 PAGE 326

FILED AND RECORDED JUNE 21" 1954 at 11:00 A.M.

This Mortgage, Made this 1824

day of

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in the year nineteen hundred and fifty-four

Eigene 1. Hopkins and Alice I. Popkins, 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 \$1x (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

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 particularly 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 Mortgagors 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.

LIBER 305 PAGE 327

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 Eventy-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 Eortgagee'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) Bollars, 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 itens 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 shali 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 sald commission; secondly, to the payment of aii moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

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

Twenty-One Hundred (\$2100.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the banefit 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.

LIGER 305 PAGE 328 ATTEST: aguro topine . (SEAL) Hopking (SEAL) thees race 1 gen Alice I. Hopkins STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I hereby Certify, that on this 18 ck day of Tune 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 abve Scassibur STARS Notary Public Comerce allung A Hallace The Haig City 29, 1954 FILED AND RECORDED JUNE 21" 1954_At 11:00 A.M. This Mortgage, made this 18 day of June , in the year Nineteen Hundred and Fifty-four -, by and between HARRY E. CAMPBELL and MAZZIE B. CAMPBELL, his wife hereinafter called Mortgagor s , which helrs, personal representatives, successors and assigns where expression shall include their the context so admits or requires, of Allegany County, State of Maryland, part ies of the first part and W. WALLACE MCKAIG 1 hereinafter called Mortgagee hereinafter called Mortgagee , which expression shall include his helrs, personal represen-tatives, 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 Mortgages 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

LIDIR 305 PAGE 329

to make payments of not less than Seventy-five (375.00) 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 rincipal 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, Allerany County, Farylaid, known and designated as Lot No.11 of Block No. 11 in Cumberland Heights Addition to Cumberland, and particularly described as follows, to-wit:

B GINNING 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 if said Drive, North 53 degrees 26 minuteshast 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 hast 105 feet to the beginning.

It being the same property conveyed to the said Harry 2. Campbell and Mazzie 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

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 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.

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 baiance to the said Mortgagors . In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor s further convenant 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

doilars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of ioss, to inure to the benefit of the Mortgagee to the extent of his iien 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 seai 5 of said Mortgagor s.

USER 305 MGE 330 Attest - Marry Emportul (SEAL) a kand la matter (SEAL) STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT. I hereby certify that on this is day of June . in the year Matury Sublic of the State of Maryland. 197 ____ before me, the subscriber, a in and for said County, personally appeared. _______ ... Campbell and Massie 3. Tampbell. uis wile the within named Mortyagor 5 . and acknowledged the foregoing mortyage to be their act aby de t And at the same time, before me, also personally appeared 4. Natiace Medalg e form of the that the consideration in said mortgage is true and boan fide as therein set forth. will were and and Notarial Seal the day and year last above written. George R. Hugh Comerce a Eleccor Laure Lathani acty stratungent Line 20 10 5 m RECORDED JON'S 21" 1954 BU 11120 A.H. Prochase Money This Mortgage, Made this. 63 _____day of____ May in the year Nineteen Hundred and Fifty-four , by and between Norris C. Ravenscroft, Jr. and Helen E. Ravenscroft, husband and wife, Garrett Maryland of _County, in the State of_ of the first part, and William R. Ford and Mary L. Ford, husband and wife, part_ies l of Allegany Maryland _County, in the State of____ part iss of the second part, WITNESSETH:

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Whereas.

The parties of the first art are indebted unto the parties of the provide the provide the provide the provide of the first parties which indebtedness is evidenced paythe of deared to the order of the parties of the first part of even attenees is parties of the second part, and whereas, it was appendiced and as need that this monthing should be executed. marretuod and mareed that this morthane should be executed.

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 there-

of, together with the interest thereon, the said parties of the first art give, grant, bargain and sell, convey, release and confirm unto the said do -- ----

second curt.

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

All of thet lot or parcel of ground knowled runterer or the plat of r id An office of the plat of parcel of ground knowshi runtered of the plat of f in Accitice of No. 11, of Section (G), in said plat, which lot is fitured on the est fide of McKinley Street in said addition and having 09.05 foot front on McKinley Street, and being sli of the property between hot No. 10, in said Accition and as 12 foot alley of the east of the property hereby conveyed. Heing a part of the same reperty which was conveyed also the parties of the first part by deed from Wore M. Riley, et al, daten May 29, 1940, and recorded among the Land Records of Allegary (ounty) Her lend, in Liber No. 209, Foilo 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 perties of the first part, their

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

Arties of the second sert, their

executory , 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

part to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said parties of the

first part, their mains or assigns

may hold and possess the aforesald property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes,

mortgage debt and interest thereon, the said purties 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 intercst thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

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

second part, their

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 his, her or their duy constituted attorney or agent, are nereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cura-berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising the sale in a submet of all empowers of all empowers in side in a submet is included to any here in the included to any in the sale shall be at public 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,

in case of advertisement under the above power but no sale, one-half of the above commission

_heirs or assigns, and

LIGER 305 PAGE 332

Mittless, the hand and seal of said mortgagor

Attest: Low a gette Louis Q. Fatthe

Harris C. Revenueroff, Je [SEAL] Helen S. Revenueroff. [SEAL]

Louis G ..

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State of Maryland, Allegany County, to-wit:

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J herchy certify. That on this <u>day of May</u> in the year Nineteen Hundred and Fifty-four <u>before me</u>, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Norris C. Revenscroft, Jr., and Helen E. Ravenscroft, husband and wife and each <u>acknowledged the aforegoing mortgage to be their voluntary</u> act and deed; and at the same time before me also personally appeared <u>william R. Ford and</u> Mary L. Ford, husband and wife the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

hand and Notarial Seal the day and year aforesaid.

. . .

FILED AND RECORDED JUNE 30" 1954 at 2:30 P.M. THIS MORTGAGE, Made this 30 th day of June, 1954, by and

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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 prorata 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 he 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 Mortgagor 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

202.



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.

¹ 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 damand for tender of the indebtedness, andthe 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,

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which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising fromsuch 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 thepayment 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, the r 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. Sorly

CLARENCE E. LLEWELLYN (SEAL) Elizabeth P. Liewelly SEAL)

STATE OF MARYLAND COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 30 day of Just , 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Clarence E. Llevellyn and Elizabeth P. Llevellyn, his wife, and each acknowledged the aforegoing 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 withinnamed Mortgagee, and made oath in due formof 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.

Notary Public



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FILED AND REQUED JUNE 20" 1954 at 3:00 P.M. This Mortgage, made this - 28 June day of , 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, part 108 of the first part and The First State Bank of Grantaville, Grantsville, Maryland, a Maryland corporation,

hereinsfter called Mortgagee , which expression shall include ita hereinsfter called Mortgagee , which expression shall include it a here person advector , successors and assigns, where the context so requires or admits, of Allegang 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 paymenta 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 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 perticularly described as followa:

cribed 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 seid 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 S shall pay to the sald 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 8 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 Mortgsgors 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

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 Mortgsgee 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 seling.

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 convenant 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

the improvements on the hereby more approximately increased in the formation of the more and the formation of the more and the formation of the more approximately and the more approximately approximatel the premium or premiums for said insurance when due.

WITNESS the hand and seals of said Mortgagor S

Notary Public Gerrott Co.

Attest: Harold Drees (SEAL) PH F. FAHEY (SEAL) Kuph DSEPHIF. FAHEY STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: (SEAL) I hereby certify that on this day of

, in the year 19.54, 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 Hitter M. Huff. Assistant Cashier or DTARY "

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JOSEPH

FAHE Notary Public

the within named Mortgagee 102 due form of last that the consideration in said mortgage is true and bona fide as therein set forth. , and made oath in "WITNESS my hand and Notarial Seai the day and year tag above written

Compared and Mailed Balcorety T: Mutger City

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July 19 18 54

LIGER 305 PAGE 338

FILED AND RECORDED JUNE 30" 1954 at 11:00 A.M.

THIS CORTOLGE, hade this <u>18</u> day of <u>fune</u>, 1954, by and between JOSEIN F. SKELLEY and VELMA J. SKELLEY, his wife, of all any County, Maryland, parties of the first part, and "I FIRST NATIONAL SANK OF CUMBERLAND, a banking corporation, duly on united under the lays of the United States, party of the second part, IT ESSETA:

WHEREAS, the parties of the first part are justly and bout fict indebted unto the arty of the second part in the full and just sum of Six Thousand (16,000.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, and which suid sum the said parties of the first part covenant and agree to pay in equal monthly installments of One Fundred Sixteen (\$116.00) Dollars on account of interest and principal, payments to begin on the <u>13</u> day of <u>hey</u>, 1954, and continuing on the same day of each ark 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.

NO", THEREFORE, THIS NORTGACE WITHESSETH:

That for and in consideration of the premises and of the sum of One (Q1.CO) 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 (\$5CO.CO) 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 perties 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

UBER 305 PAGE 339

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 Fine Avenue, in the City of Sumberland, Allegany County, Maryland, known and designated as part of Lots Nos. 291 and 282 in the Cumberland Improvement Company's Eastern Addition to Cumberland, and particularly described together as follows: BEGIN ING 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, Karyland, in Liber No. 194, folio 703.

PARCEL T'O: ALL that lot or parcel of ground situated and lying on Fine Avenue in the City of Cumberland, Allewany 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 suid 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.

TOCETHER 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 seid 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 Phousand ("6,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and wich future advances together with the interest thereon, as may de nade 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 10 13 AG. and p, that until default be made in the recises, the said pirties of the first part may hole and possess the aforebaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest ther on, 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 lereby 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 mortaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner 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

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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 balince, to pay it over to the said parties of the first int, their leirs or assigns, and in case of advertisement inder the above power, but no sale, one-half of the above consistion shall be allowed and said by the mort alors, their representatives, heirs or mainna.

And the sold parties of the first, rt further covenant to insure fort with hus, pendin the existence of this port we, to need insured 'p space incurates company or companies acceptable to the north open or its successors or absigns, the inprove entropy the hereby cortgaged 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 undorsed as, in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its or their lies or claim hereunder, and to place such policy of policies forthwith in possession of the mortgages, or the contrages may effect said insurance and collect the prediums thereon with interest as part of the mortgage debt.

JITINGS the hands and seals of the said mortgagors.

IT.ESS .. to both:

(Landix JTALL .

Joseph F. Skelley (SEAL) Velma J. Skelley (SEAL)

alle's 7 BULLTY, to-wit:

PUBLIC

I TREET E TIFY, That on this <u>28</u> day of <u>Hune</u> 1954, before me, the subscriber, a Jotary Fublic in and for the State and County afor said, personally appeared JOSEPH F. SKELLEY and VELMA J. SKELLEY, his wife, and each acknowledged the aforegoing mort days to be their respective act and deed; and, at the same time, before me also personally appeared ALBA T T. TI DAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the con-

WITNESS my hand and Notarial Seal.

a.a. Helmich My Commission expires May 2, 1955

Compared and Mailed Procurate T. Mitgel City

July 19 18

LIGER 305 PAGE 342

FILED AND MECONDED JUNE 30" 1954 at 11:30 A.M.

THIS MORTGAGE, Made this <u>19</u> 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 MATIONAL BAIR OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, TITMESSETH:

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WhEREAS, the parties of the first part are justly and bond fide indebted unto the party of the second part in the full and just sum of Six Thousand (\pm 6,000.00) Dollars, with interest from date at the rate of six (5%) 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 (\pm 50.63) beginning on the <u>10°</u> day of <u>July</u> _________, 1954, and a like and equal sum of not less than Fifty Dollars and Sixty Three Cents (\pm 50.63) on the said <u>29°</u> 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.

NOL, THEREFORE, THIS MORTGAGE TIMESSETH:

That for and in consideration of the premises and of the sum of One (11.00) Pollar 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, us may be made by the party of the second art 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 Allerany County, Maryland, and the property hereby conveyed being described as follows:

BEGINNING for the same at a point along the Westerly side of Brockfield 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 Brockfield avenue from its intersection with the Southerly side of Arundel Struet, and running thence with the Westerly side of Brockfield avenue South 2 degrees 51 minutes West 70 feet; thence at right angles to Brockfield 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 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.

TODETHER with the buildings and improvements thereon, and the nights, roads, ways, waters, privileges and appurtenances thereunto belowing 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 assigsn, 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 poecees the aforesaid property, upon paying in the meantime, all taxee, ascessments 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 liene

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as and when the same become due and payable, the second party shall have the full lefal 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 mort age, 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

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hereintefore let forth, shall at once lecome que and payable, and these presents are hereby declared to be made in trust, and the said marty of the second mart, its successor. or as igns, or Talter C. Capper, their duly constituted attorney or agent, are bereby authorized and erpowered at any tise thereafter, to cell the hereby mortgaged property, or so much thereof as may be necessary and to grant and convey the sume to the purchaser or purchasers thereof. His, her, or their heirs or assigns, which sale thall be made in manner following, to-wit: By giving at least turnity days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Faryland, which said sale shall be at public auction for cesh, and the proceeds arising from such sale to apply, first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per 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,

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to inure to the benefit of the mortgages, its successors or soright, to the extent of its or the r lien or claim hereunder, and to place such policy of collected forthwith in possession of the cortanges, or the mort where may effect sold insorance and collect the presidence thereon with interest of part of the cortypage cost.

.Trends the bunde and meals of the sold portion ors.

intee of an evenil. 1. Chander

Charles W Redinger (SEAL) They & Kidings (Stirl)

STATE OF MARYLAND, ATLACATY CONSTR. CO-WIC:

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I could define the the set of the

Elizabeth Rev Ford and Motarial Seal.

Elizab D. Bresfield. My Consission expires May 2, 1955

Tilled Eller USER 305 PAGE 346 FILED AND SECURED JUNE 30" 1954 at 11:00 A.M. I TRO SE NONEY This Mortgage, Made this 25th day of June in the year Nineteen Hundred and Fifty-four by and between LEWIS J. LOUIS 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 FIDELATY 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 (\$6,500.00) with interest at the rate of 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 Dollars. (\$ 54.86) commencing on the 25th. day of July . 1954 25th. day of each month thereafter until the principal and interest are and on the fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due June, 1969, FFF . . Privilege is reserved to prepay at and payable on the 25th-day of 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. .

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NOW. THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand 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, Levis

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:

as follows: BEGINMING for the seme 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, end being slao South 46 degrees 41 minutes East 256.24 feet from Consolidation Coal Company's Engineers Survey Station No. 11693, which is s copper plug in concrete curb on East side of Beall's Lane; then reversing beforementioned 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 Cornerd.

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then leaving the beginning of said Hospital Lot, which is also the end of the minth then leaving the beginning or said Hospital Lot, which is also the end of the minute line of said deed, and reversing said minth 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 West 211.12 feet; South 40 degrees 02 minutes dest 60.00 feet to the beginning, containing thirty eight hundredt s (0.38)

hintles hest 60.00 feet to the beginning, containing the set of the set Surpland. B. VING LED ADDE TING TERRETROW, all that part thereof particularly is cribei

Beginnin - from the same at the end of the third line of said parcel, running thence with the fourth line thereof North 53 decrees 07 minutes Not 80.85 feet; then leaving said fourth line bouth 49 degrees 39 minutes lest 80.96 feet to a point on the third line of beforementioned deed; then with the third line North 38 decrees 18 minutes Test 5.16 feet to the beginning, containing in all twelve thousandths (0.015) .cre nore or less.

Sold encerted wirt having been conveyed to The Maryland Cool and Realty Government by Deed of Exchance from the said Maurice J. Matteson, et ax, sated March 29, 1951 and recorded in Liber No. 233, folio 388 among said alle any County Land Record.

SECOLD PARCEL

all to the jointh live or roal of the f all that solution is compared of Less raised rights concribe as follows: Finals for the solution of the fourth line of sold "First socal" remain themse with and fourth line reversed, South 55 degrees 07 minutes lest 180.0 feet; then leaving said fourth line forth 49 degrees 29 minutes 2 st 190.10 feet; then South 40 degrees 00 minutes what 8.27 feet to beginning, containing in all five thou and the (0.005) acressors or less. .J follouge

LIT'S the same property Lieb and conveyed to the said faurice J. Intreson of ux, by said Deed of Schenge from said The Maryland Coal and Realty Company, of 1, shall bred by, 1951 and recorden in Liber No. 223, folio 328 among said 1. Records. .aid Laurice J. Lutteson,

TUTRO LLEIST

All the surflet of thit piece or parcel of land known as lot Ne. 35 situated a Frostbury on tekent Flat, allocany County, Large all and more particul ray described as follows:

Terinning for the same at the intersection of the Jouth size of Ashin ton Street, is proposed to be estended, and the end of the second line of First Escel of land conveyed by the Convolution Goal Company to the Board of Educ tion of alle any County, March as by dead asted May 27, 1941, filed and recorded in Liber 196, folio 655, among the Land Records of alle way County, Marylenc; one running there are the first second line of adversarious and reversal of the form of the second line of adversarious and reversal of the form there are the first to return the land form of a second line of the form the second line of a second line of a second line of the form the second line of the second line of the second line of the second line to the second line of the second line of the second line of the second line be extended; then with South size of washington street as monored to be extended. be extended; then with South size of mashington street us reposed to be extended S uth 63 degrees 15 minutes first 50.00 feet to the beginning, containing in all mineteen hundredths (.19) of an acre, more or less. · be extended:

BEING the sale property which was conveyed to the said J. Louis Bell and Lole E. Bell, his wise, by leed from The Maryland Coal and Realty Company, dated May 29, 1950 and recorded in Liber 209, folio 663 unong the said Land Records.

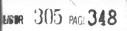
TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the sald 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 veld.

AND IT IS AGREED that until default be made in the premises and no longer, the sald 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 sald 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 shail 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 couvey 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, mauner 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 huildings 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 aforegoing 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.

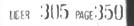
If the indebtedness secured hereby he guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments 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 sald mortgagor.

ATTEST As to Both Lewis Bell (SEAL) ald M. Gaer

UBER 305 PAGE 349 Falph M. Race J. Lewis Bell (SEAL) nola B Bill (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 LIMIS J. LOUIS BELL and LOL. B. BELL, his wife, and such acknowledged the foregoing mortgage to be their respective G. Alvin Kreiling act; and at the same time, before me also personally appeared visitize constraint. 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 G. Alvin Kreiling true and bona fide as therein set forth; and the said **Xviii constructions** did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly anthorized 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. 21 Ralph M. Race Notary Public Mitgel City and FILED AND ALCORDED JUNE 30" 1954 at 1:20 P.M. FURCHASE MONEY This Mortgage, Made this 30 th day of June, in the year Nineteen Hundred and Fifty____Four_____, by and between William V. Smith and Emily E. Smith, his wife, of Alleguny ____County, in the State of Maryland, part 108 of the first part, and



The index Back of Cumbe Land, a rational cartine, constion, it's ite mincipal clace of histores in Comparison, of <u>County</u>, in the State of <u>Maryland</u> part 3 of the second part, WITNESSETH:

Wibercas, to entire of the first part are indelted with the Fifth Dollars (11.5.00) with to economic to economic the economic time, interesting to be amortized the fifth of the will be first restrict to press, busing time, vithout premium of fee, the fifth of the will be first restrict to press, busing time, vithout premium of fee, the fifth of the fifth of

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

"tilize V. S itl And Brily E. Scith, Sis "ife,

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

T - Second Friendl Bank of Citherland, its successors

holmsand assigns, the following property, to-wit:

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All those lots, pieces or marcels of ground lying and being on the easterly side of Beaford Street known and desi, nated as Lote Yos. 3 and 4 of the Beaford Street Acuition to Comberland, Allegany County, Maryland, a plat of which said addition is recorded in Plat Case Box 1.0. 40, a org the Lana Records of Allegany County, Maryland, which said lots are more particularly described as a whole as foi-

Beginning for the same at a point on the easterly side of Bedform street mistant 26.7 feet measured in a southerly direction along the easterly side of Bedford Street from its intersection with the southerly side of Regins 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 Regins Avenue S ut. 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 depress 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, waya,

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 shail pay to the said

The Second National Bank of Cumberland, its successors

SERVICE XX administrator or assigns, the aforesaid sum of.

Thirteen Thousand Two Hundred Fifty (\$13250.00) 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 Hgreed that until defauit be made in the premises, the said

William V. Smith and Emily E. Smith, his vice,

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

Williem V. Smith and Emily A. Smith, his vife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or In any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to 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 Metional Bank of Cumberland, its successors

whetrex executions administrators and assigns, or Harry I. Stermeler,

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 therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale In some newspaper published in Cumberland, Maryland, which said sale shall be at public 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 sald 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 <u>William V. Smith</u> 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 <u>1ts</u>

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

Thirteen Thousand Two Hundred Fifty (\$13250,00)

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 ; <u>its successors</u> **XMMM** or assigns, to the extent of <u>its or</u> 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.

Hitness, the hand and seal of sald mortgagors.

Attest: Angela M. Mc Clum lagele A. Mc clan

__[SEAL] _(SEAL)

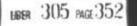
Dollars.

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this 30th day of June,

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

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



William V. Smith and Emily E. Smith, his wife, they acknowledged the aforegoing contrage to be and their act and deed; and at the same time before me also personally appeared Joroph A. Laughton, President of The Second National Bank of Cumterland, the within named wortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. S183 14 2010 2010 2010

Lenny Publi

Notary Public.

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

To the st Legge acty aty 50

FILED AND ABCURDED JUNE 30" 1954 at 2:20 P.M. VISCOATE HONTY

This Mortgage, Made this 2974 day of JUNE

year Nineteen Hundred and fifty - four _____by and between____ Donald W. Hoff, single, and Posalie M. Yantorno, single,

_of Allegany County, in the State of Maryland, part_122of 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 One Hundred & 00/100 - - - (\$4100.00) - - - Toolars.

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

the date hereof, at the rate of 41 per cent. per annum, in the manner following:

By the payment of <u>Thirty-one & 37/100 - - - (\$31.37) - - Dollars</u>on or before the first day of each and every month from the date hereof, until the whole of saidprincipal 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 mortgage in the following order: (1) tothe payment of interest; (2) to the payment of all taxes, water rent, assessments or public chargesof every nature and description, ground rent, fire and tornado insurance premiums and othercharges affecting the hereinafter described premises, and (3) towards the payment of the afore-aaid principal sum. The due execution of this mortgage having been a condition precedent to thegranting of said advance.</u>

Row Therefore, in consideration of the premises, and of the sum of one dollar in h and in order to secure the prompt payment of the said indebtedness at the maturity ther ser with the interest thereon, the said mortgagers do give, grant bargain and sell, com aid,

release and confirm unto the said mortgagee, its successors or assigns, in fee simple, ali the following described property, to-wit:

All more cartain lots on marcels of pround situated in the actual; note of all foot alley at the rear of 724 Freeerick Street in the City of Conterland, a second County, Maryland, 1 ing shear as a part of lots Fos. Provide 11 of the Bedford Dake Adultion to the City of Comberland, a slat of which said a dition is recorded in Differ in. 100, folio 521 are of the Land Records of alle any County, Payland, an organizationlarly described as follows, to-sit:

Taj forte, 120 r 35 foot pilor at the or the second Line foot Co. no si scrition, and running then with esid eserenty e1.e 10 01.10 27 10 m 0.0 ingter et 57 foot to a coske at the line; then with said fance line, South 50 deprese - inutes 1 at 41.7 fist to H state at fence corner; then with H fence cross-Lr, nt. e iot No. North 71 d 2. 1 240 " I nij tao wint 3/10 g e fact from to : ÷. . : SECH E concrata Fil; ther in a line are led to and 1/10 of 1 11, 0 FOL if provide sing * where, fort. 50 we rate 13 linutes with 6.5 first stand; then in a line are leting the mean value of said care a, North 32 Geneer 34 minutes 3:st 10.21 feet to a stake or the second line of aforesaid Lot No. 39; then with a part of said second line novarred North 50 Septres of minutes West 36.5 feat to the legitaire. Peins the same property which was conveyed into the partice of the first part by deed of Pobert E. Feid and Devota P. Prid, his wife, of moentdate, which is intended to be recorded among the Land Pecords of Allerany County, Maryland, simultaneously with the re-

conding 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 ngregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt ing the costs of any repairs, alterations or improvements to the mortgaged property as provided 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 collnteral 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 mortgarors hereby warrant generally to, and covenant with, the said mort-



gagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that C ey will execute such further assurances as may be requisite.

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

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 ε , their the same 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 office in part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the inter-est thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. hegge, 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 neces-say and to grant and convey the same to the purchasers or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public 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 com-mission of eight per cent. 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 mortgragors, representatives, heirs or assigns.

Anothe 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 mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount

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 reats, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby anthorized, 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.

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-mortgagee on or before. March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgage recipts 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 the same shall become due and payable and to-pay and discharge within ninety days after the same shall become due and payable and to-pay and discharge within ninety days after the same shall become due and payable and to-pay and discharge within ninety days after the same shall become due and payable and to-pay and discharge within ninety days after the same shall become due and payable and to-pay and discharge within ninety days after the same shall become due and payable and to-pay and discharge within ninety days after the same shall become due and payable and to-pay and discharge within ninety days after the same shall become due and payable and to-pay and discharge in the mortgage or note, or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgage. See the buildings on said property in code condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediale reparament of the debt hereby secured and the failure of the mortgager. I comply with said demand of the mortgage for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver, as horeinafter provided; (3) and the holder of this mortrage in any action to forcelose 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 a

mitness, the handsand sealed said mortgagors.

Attest:

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Rosalie M. Yanyorno

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Bosalic

State of Maryland, Allegany County, to-wit:

55.8.

I hereby certify, That on this 2974 day of JUME

in the year ninetcen Hundred and Fifty - 2022, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Wit, single, and Roselie M. Yantornu, single

De

the said mortgagors herein and $t_{i}e_{Y}$ acknowledged the aforegoing 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.

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

This Mortgage, Made this 23 TH day of JUNE 29" 1954 at 12:30 P.M.

year Nineteen Hundred and fifty -four by and between

Berthe M. Cover, vidow, and James A. Cover, her son,

of Allegany County, in the State of Maryland, part108 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, Maryiand, party of the second part, hereinafter called mortgagee.

WITNESSETH:

URDEREAS, the said mortgages has this day loaned to the said mortgagors, the sum of <u>Two Thousand Five Hundred & 00/100 - - - (\$2, 500.00) - - - Dollars</u>, which said sum the mortgagors agree to repay in installments with interest thereon from</u>

the date hereof, at the rate of 52 per cent. per annum, in the manner following:

By the payment of <u>Twenty-five & 00/100 - -(\$25,00) - - Dollars</u>on or before the first day of each and every month from the date hereof, until the whole of saidprincipal 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 mortgages in the following order: (1) to</u>



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 aforesuid 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 Le 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 for entries designetes as Lote for. Sit and S. en electric to the first of the Partied Land and Incroverent Scienty's All for to Confering, this work loss as electric to the Site of Contents, All only County, Meryland, and none infinite operated as follow, workit:

The function for sell Lote Fac. 571 and 572 at the continuet information of Virginia avanue and Botomed Streat, then Josth 53 1/2 of a seriest 20 fort, then South 36 1/2 degrees thet 150 fort to a local offer, then alto said alleg forth 53 1/2 degrees wort 00 fort to Virginia avanue, then with Virginia avanue Forth 36 1/2 degrees hert 150 fort to the place of beginning.

Delty the sens property which was conveyed unto Milliem J. Gover and Bertha N. Gover, his sife, by deed of Charles Z. Heckit, Trustee, dated December 20, 1930, and recorded story the land decords of Alleyeny County, Maryland in Liber To. 105, folio 519, the raid "Millier J. Gover having baretofore denarted this life complete title to wild reparty thereupon became visted in his widow, Bertha M. Cover, one of the porty-pore harder by operation of law, and the other mortgagor, James A. Gover, executed this mortgage for the surpose of pergonally covenanting and guaranteeing to pay the

wortgage abt 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 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 <u>they</u> will execute such further assurances as may be requisite.

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

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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,

UBIR 305 PAGE 357

its successors and assigns, forever, provided that if the said mortgagor ε , <u>their</u> 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 t. - 17part to be performed, then this mortgage shall be void.

Bnd it is Exceed 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 inter-estime mortgage debt intended to be hereby secured shall at once become due and paynble, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or George W. Lerge, its duly constituted attorney or agent are increby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be neces-or assigns; which sale shall be mide in namer following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryhand, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the party seiling 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 under the above power but no sale, one-half of the above commission shail be ailowed and paid by the mortgagers, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-gagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least <u>Two Thousand Five Hundred & 00/100 - (12500.00) - 0</u> 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 mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

HnO the said mortgagors, as additional security for the payment of the indebtedness herehy secured, do hereby set over, transfer and assign to the nortgagee, its successors and assigns nli rents, issues and profits accruing or failing due from said premises after default under the terms of this nortgage, 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 he necessary to protect the mortgage under the terms and conditions herein set forth.

as may he necessary to protect the mortgage under the terms and conditions herein set forth. In consideration of the premises the mortgagors, for themseives and their heirs, and person-mortgagee on or before. March 15th of each year tax recipts evidencing the payment of all inw-fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evi-become due and payahie and to pay and discharge within ninety days after the same shall become due and payahie and to pay and discharge within ninety days after the same shall mental ievies 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 wortgagors to keep the buildings on said property or any part thereof, and upon the failure of the mortgagors to keep the buildings on and property in good condition of repair, the mortrage may demand the immediate repair of said buildings or an increase in the amount of security, or the mortgagor at the option of the mortgage may, without notice, institute a hreach of this mortgage, and at the option of the mortgage may, without notice, institute proceedings to foreelose this of this mortgage in any notion to foreelose it, shall be entitled (without regard to the adequacy of promises, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder promises and apply for the debt) to the appointment of a receiver to collect the rents and profits of said agged property be acquired by any person, persons, parthership or corporation , other than the mortgage withen consent, or should the same be encumbered by the mortgagers, their heirs and personal representatives and assigns, without the mortgagers written consent, then the whole of said personal representatives and assigns, without the mortgage switche consent, then the whole the mortgage written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, wit

mitness, the hand and searof said mortgagors .

Attest: ettia m (SEAL) [SEAL] (SEAL) (SEAL)

State of Maryland, Allegany County, to-wit:

I hereby rertify. That on this 28TN day of JUNE

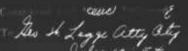
in the year ninetcen Hundred and Fifty -four ____, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Berthe A. Cover, whoek, and James A. Cover, her son,

the said mortgagors herein and Ligy acknowledged the aforegoing 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.

Terren L. C.

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



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FILED AND ACCADED JUNE 29" 1954 at 12:30 P.M.

This Mortgage, Made this 2974 day of JUNE in the year Nineteen Hundred and fifty-four_____by and between____

William F. Welsh and Catherine G. Melsh, his wife,

of Allegany County, in the State of Maryland, partice 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 mortgages.



WITNESSETH:

. .

undercas, the said mortgagee has this day loaned to the said mortgagors, the sum of Five Thousand & 00/100 - - - - - - (\$5,000.00) - - - - - Dollars,

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

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

By the payment of Fifty $\pm 00/100 - - - (\$50.00) - - - - Dollars$ on or before the first day of each and every month from the date hereof, until the whole of saidprincipal 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 mortgages in the following order: (1) tothe payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges

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or every nature and lescription, ground rent, fire and tornalo 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 Obercfore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at Le maturity thereof, together with the interest thereon, the said mortgagors do 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 threals of ground known as Lote Nos. 1, 2 and 3 and a large unnumbered lot lying to the North-Ast thereof, call three numbered lots and one unnumbered lot being bounded by BanDoy Drive, First Street, Tvy Street and Second Street as shown on the alst of PenPoy Gardens A dition, recorded among the Land Peccede of Allering County, Maryland, in Flat Rox No. 152, and which are more particularly described in one percel as follows, to-wit:

Baginning for the same at an iron sinks standing on the ' masterly side of Second Street at the dividing line between Lots Noc. 2 and 3 in said Addition said state being also North 12 degrees Sc winness East 75.05 feet from the intersection of the prolongation of the northeasterly side of Ivy Street with the prolongation of the exceeding side of Second Street and running them with the easterly side of Second Street and running them with the easterly side of Second Street Second Street by the arc of a circular curve of 105 feet radius to the right, a distance of 55 feet to an iron state; then still with Second Street North 42 degrees 58 minutes

That 07.0 first to an iron stake; then by the arc of a circular curve of 20 feet radius to the right, a distance of 31.22 fait to an iron stake on the equilibraterly side of PenFoy Drive; then with the southwesterly side of RenRoy Frime South 27 degrees 02 minutes East 192.55 first to an iron stake; then by the arc of a circular curve of 20 first radius to the right, a distance of 10.72 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 352.82 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 northeesterly 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 right, a distance of 50.20 feet 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 Renaith 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 thercof, 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.

COACTOCT 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, <u>their</u> 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 ontheir part to be performed, then this mortgage shall be void.

End it is Egreed 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 necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public 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 halance, 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.

Endthe 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 Thousend & 00/100 - - (\$5,000,00) - - - - Dollarsand 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 iien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage debt.

End 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 failing 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 themseives 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 recipts 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 governmentai levies that may be made on the mortgaged property, on this mortgage or note, or in an

other way from the indebtedness secured by this morigage; (2) to permit, commit or suffer no montgagors to keep the buildings or said property, or any part thereof, and upon the failure of the demand the immediate repair of said property in good condition of repair, the mortgager may demand the immediate repair of said buildings or an increase in the amount of security, or the with said demand of the mortgage for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to forcelose this of this mortgage in any action to forcelose 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 tilt to the herein mort-gaged property be acquired by any person, persons, partnership or corporation ______, other than the mortgage's written consent, or should the same be encumbered by the mortgagors, their heirs of said principal sum shall inmediately become due and owing as herein provided; (5) that the whole of said principal sum shall inmediately become due and owing as herein provided; (5) that the whole of said principal sum shall inmediately become due and owing as herein provided; (5) that the whole of said principal sum shall inmediately 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 aforegoing eovenants or conditions of thirty consecutive days.

Witness, the handwand seaf of said mortgagors.

William K [SEAL] low [SEAL] Cutherine G.

State of Maryland. Allegany County, to-wit:

Attest:

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I hereby certify. That on this 2974 JUNE ____day of____

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

Milliam R. Welsh and Catherine G. Welsh, his wife,

the said mortgagors herein and they acknowledged the aforegoing 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. Aland ta Notary Public.

Com Total 3

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FILED ALL ALL USD JUNS 29" 1954 at 3:35 P.M. This Mortgage, Made this 28 day of June a the year Nineteen Hundred and fifty-four

- - - - ROBERT C. BARCLAY and VIOLET L. BARCLAY, his wife, - - -

by and between

Allegany County, in the State of Maryland

varias 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

xtFrostburg, Allegany County, in the State of Maryland,

2-10 T:a: 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

payable one year after date of these presents, together with interest thereon at the rate of six per centum $(6\ddot{x})$ 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 a signs, 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 amondments, by Chapter 923 of the Laws of Maryland, 1945, or any future amondments thereto.

Now Cherefore, in consideration of the premises, and of the sum of one dollar 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

give, grant, bargain and sell, convey, release and confirm unto the said part \mathbf{y}_{--} part do

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

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ALL that lot or parcel of ground lying and being in Allegany County, Maryland, situated on Aspinall Street, in the Town of Frostburg, Maryland, known and distinguished as part of Lote Nos. 5 and 6 on a plat of lots laid out by William McLuckie, said plat being of record among the Land Records of Allegany County, Maryland, in Liber No. 99, folio 64, said property being more particularly described as follows:

BEGINNING at the end of the first line of Lot No. 5 and running thence with Aspinall Street North forty-four degrees fifty-five minutes West sixty-seven feet to the line of the parcel leased to the Cumber-land and Allegheny Gas Company and thence with the lines of said psrcel North seventy-three degrees forty-five minutes East ten feet, and North forty-four degrees fifty-five minutes West eight feet to a fourteen foot alley; thence with said alley North seventy-three degrees forty-five minutes East one hundred ninety-eight and five tenths feet to the line of a sixteen foot alley; thence with said alley South fifty-two degrees no minutes East thirty-three and five tenths feet to the line third line of Lot No. 5; then reversing the third line of Lot No. 5, South seventy-one degrees fifteen minutes West one hundred thirty and five tenths feet to the end of the second line of Lot No. 5; then re-versing the second line of Lot No. 5, South forty-five degrees no min-utes West sixty-nine and one-tenth feet to the place of beginning. Containing twenty-hundredths of an acre more or lees.

IT being the same property which was conveyed to the parties of the first part herein by William Jenkins and wife, by deed dated Dec-ember 26, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 213, folio 27.

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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.

Frouided, 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 , 1ts successors_____ **EXECUTER X X ACCOUNT OF AN AND A STATE AN**

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 eovenants herein on their 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 part ies of the first part hereby eovenant to pay when legally demandable.

But in ease 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 $m{y}_-$

of the second part, its successors - thirth suggior control to training 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 a, their

representatives, heirs or assigns.

And the said partian 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 112 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 hours 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.

mitness, the hands and seals of said mortgagors .

Witnes Robert C. Barcles [Seal] Violet L. Barclay [Seal] DAVID R. WILLETTS

Seall

LIGER	305 page 364	
State of Maryland,		
Allegany County, to-wit:		
I hereby certify. That on this	28 Th day of June	
in the year nineteen hundred and fifty-fo		
a Notary Public of the State of Maryland, in an		
ROBERT C. BARCLAY and VIOLET	L. BARCLAY, his wire	
and each acknowledged the aforegoing	mortgage to be their respective	
act and deed; and at the same time before me als	so personally appeared F. EARL KREITZBURG,	18 78 78
Cashier of the Frostburg National	l 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 for the caption of said Bank and dul; affidavit.	rth, and further made oath that he is y authorized by it to make this	
TINESS my hand and Notarial Seal the d	day and year aforesaid.	
	Cutto m. Jodd	
	RUTH M. TODD Notary Public	1
hat Thank Come arty		
20 to City		
PITED AND FORM	DED JUNE 29" 1954 at 11:20 A.M.	1
F ALGU AND RECORD	DED DUNE LY" LY) 4 dt LL: LU K.M.	

of Allogany County, in the State of Maryland, partias of the second part, WITNESSETH:

WIFE, AND ERMA BURGER ROBERTS,

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1 1

CODE AGE. 3(5) CODE AGE. 3

It is also covenanted and arread by the parties hereto and fully is instead by them that is rortgage shall, at the optim of the mortgagees, sooner such future advances as are provided for by Article 53, Section 2, of the 1951 edition of The Annotated fode of the Fublic General Lews of Maryland, and any arendments and supplements therety. - +16

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 werlyn F. Viller and Elizabeth

E. willer, his wife, parties of the first part,

dohereby give, grant, bargain and sell, convey, release and confirm unto the said Duke" W. Furger end Mery E. Burger, his wife, as tenants by the entiretien, "heir heirs and assigns an undivided one-helf interest, and unic the seid Duke W. Burger and Fime Europe Roberts, as joint tenants, their heirs and assigns/the following property, to-wit:

All that lot or piece of ground, consisting of two parcels, situste on Columbia Street in the City of Cumberland, Allegany County, Saryland, and known as the Burger property, and more particularly described as follows, to wit:

FIPST PARCEL: All that lot of ground known as Lot No. 40 of lichael 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 seid 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 Fast 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 Hecords of Allegany County, Karyland; and also the same property which was conveyed by said parties of the second pert to said parties of the first part by deed of even date to be recorded among said Land "ecords. Together with the buildings and improvements thereon, and the rights, roads, ways,

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

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

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

parties of the second part their heirs,

executor ? , administrator or assigns, the aforesaid sum of NIMETEEN MUNDRED

(51,900.00) 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. thoir part to be

performed, then this mortgage shall be void.

And it is Rarced 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

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heirs, executors, administrators and assigns, or <u>Rohart NacDonald Buice</u>, 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 therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland. Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such asle, 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 that representatives, heirs or assigns.

And the said parties of the first part do hareby

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

Company or companies acceptable to the mortgageepor theirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

Witness, the hand and seal of said mortgagors the day and year first above

written. Attest: Mely J. Miller MERSON P. MILLER din [SEAL] XINGSENSETYIC Elyabeth m milleshi ELLERBETH M.

~	State of Maryland. Allegany County, to-wit:
	J hereby rertify. That on this 28 day of June
	a Notary Public of the State of Maryland, in and for said County, personally appeared Terlyn F. Miller and Elizabeth, M. Miller, his wife,
	and 2.20h acknowledged the aforegoing martgage to be thair respective act and deed; and at the same time before me also personally appeared Duke 2. Burger 25 of the Execution in said
	WITNESS my hand and Notarial Social
	visition.

Ly Commission expires May 2, 1955

aure

Re. J.J. 3 - tester un

day

FILED AND RECORDED JUNE 29" 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

700

in the year One Thousand Nine Hundred and Fifty-One

Document No.

made and executed by THE SHILOH WELSH CONGREGATIONAL CHURCH OF FROSTBURG, MARYLAND in the County of Allegany and State of Maryland, a Maryland corporato the said The Congregational Church Building Society, to secure the payment of the sum of THIRTI-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,

- -

on the 17th

LIGER 305 PAGE 368 in the year One Thousand Nine Hundred and Fifty-One December 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: assigneu, in fil IN WITNESS WHEREOF, the said THE CONCREGATIONAL CHURCH BUILDING SOCIETY, has hereunto caused its corporate seal to be affixed and these presents to be subscribed by its TEN YORK Vice President and Assistant Secretary at the City of New York, the 15thday of June 1954. In the presence of The Congregational Church Building Society unter Douglas Eit "duck Phillips by -Vice President alatant 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 aforegoing instrument to be the act and deed of The Congregational Church Builting Society. NUTARE Auth Estles King 1950 à PUBLIC 2 2 Notary Public State of See Tork No. 21-2121550 Qualified in New York County Taom Expires Barch 20, 1995 BUTH SPITTER KING Car i.e. 214-3-48 - unit Ros Protoce Broadlead Ra 10 07 FILEDAND ACCORDED JUNE 28" 1954 at 10:20 A.M. SECOND This Mortgage, Made this 22 20 day of June in the year Nineteen Hundred and Fifty_Four , by and between GUY M. DAVIS and MARIE E. DAVIS, his wife, of Allegany _County, in the State of_ Haryland part ing of the first part, and WILLIAM A. SHAFER of Allogheny __County, in the State of Pennsylvania part y ... of the second part, WITNESSETH:

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Wildercas, 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, ($\frac{1}{25}$,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 fate of Five Per Centum (5,0) 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, ($\frac{1}{25}$,000.00), and in-terest has been paid and satisfied. terest has been paid and satisfied.

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 coufirm 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 worth side of the Lational Highway, about five miles West of Cumberland, in Allegany County, Maryland, and more particularly described as follows,

FIRST: BEGINING for the same at an iron stake standing 40 feet on the first line of tract of ground conveyed by Calvin E. Deal and Hargaret L. Deal, to Harry C. Deal, et ux., by deed dated the 26th

and Hargaret L. Deal, to Harry C. Deal, et use, by user water the sound 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 orth side of said Sational Highway and 30 feet from the present centre heal 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 lational Highway North 34 degrees and 41 minutes West 213-9/10 feet to an iron stake, thence North 22 degrees and 45 minutes West 192-452-7/10 feet to an iron stake, thence North 67 degrees and 15 minutes Sast angles to the sixth and last line of the aforementioned Harry C. Deal Fract of ground; thence 40 feet from and parallel to said sixth line, most Easterly brick post at the driveway entrance that leads into this 22 degrees and 45 minutes East 372-4/10 feet to the centre of the described parcel of ground; thence with the same line extended South 22 degrees and 45 minutes East 33-1/10 feet to the beginning; contain-ing approximately 4-1/10 acres more or less.

SECOND: All the right, title, interest and estate of ground lying and being on the Easterly side of the tract above mention-ed, 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 Mast 405 5 feet. 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. thence

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,

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

party of the second part, his beirs,

executors, administrator sor assigns, the aforesaid sum of_____

their

-----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 Egreed 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 eovenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at onee 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 <u>duly authorized atterney</u> 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.

Hnd the said parties of the first part.

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

Company or companies acceptable to the mortgagee or <u>his heirs or</u> assigns, the improvements on the hereby mortgaged land to the amount of at least

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..

Himess, the handsand seals f said mortgagor s.

Attest

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SEAL]

further covenant to

(SEAL) Tarie ino [SEAL] HARTE 12. DAVIS [SEAL]

State of Maryland, Allegany County, to-wit:
J hereby certify, That on this 22 nd, 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
GLY H. DAVIS and MARIE E. DAVIS, his wife, and each acknowledged the aforegoing mortgage to be their
act and deed; and at the same time before me also personally appeared $d^{1}LLLAP \Delta_{o}$ SHAPPEN the within named mortgagee, and made oath in due form of law, that the consideration is used
with the said wi
Lucy H. Balaley Notar Public.

T has it degge alty The

FILED AND RECORDED JUN 3 28" 1954 at 12:45 P.M.

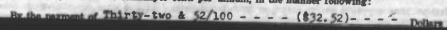
This Mortgage, Made this 25TN day of JUNE _____in the year Nineteen Hundred and fifty-four____by and between____

Hubert J. Feeney and Elizabeth F. Feeney, his wife,

of Allegany County, in the State of Maryland, partles 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:

UDbercas, 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 53 per cent. per annum, in the manner following:



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 those two lots or parcels of ground situated on the esith ride of Kentucky avenue, in Bannockburn Addition to Cumberland, in alle any County, Maryland, known and designated as Lots "as. 20 and 79 on the rist of said Addition, a plat of which said Addition is recorded in Liber No. 1, folid 82 one of the Plat Records of Allemany County, Maryland, and particularly described together as follows, to-vit:

Beginning for the same on the south side of Kentucky avenue at the end of the first line of Lot Co. 77, in said Addition, and mining 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 Yest 103.3 feet to Porter Alley, then with Forter 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 rince 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. Booney, 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 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.

. .

UBER 305 PAGE 373

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

Cogctber 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, <u>their</u> 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 ontheirpart to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the inter-est thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be neces-or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, 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 under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heira or assigns.

Endthe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-gagee or its successora or assigns, the improvements on the hereby mortgsged land to the amount of at least <u>Two Thousand Seven Hundred Sixty-five & CO/10C - - - Dollars</u> 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 mortgagee may effect said insurance and collect the premiuma thereon with interest as part of the mortgage debt.

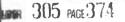
Bnd the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage,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

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 mortgagee on or before. March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts 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 govern-other way from the indebtedness secured by this mortgage; (2) to permit commit or suffer no vaste, impniment or deterioration of said property, or any part thereof, and upon the failure of the mortgagers to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said huidings or an Increase in the amount of security, or the mortgager, and at the option of the mortgage may, without notice, institute proceedings to foreclose this mortgager, and at the option of 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 acount therefor as the Court may direct; (4) that should the title to the herein mort-mortgagers, by voluntary or involuntary grant or assignment, or in any other manner, without premises and account therefor as the Court may direct; (4) that should the title to the herein mort-mortgagers, by voluntary or involuntary grant or assignment, or in any other manner, without here mortgagers, by voluntary or involuntary grant or assignment, or in any other manner, without and personal representatives and assigns, without the mortgages' written consent, then the whole default in the payment of any monthly installmenta, as herein provided; (5) that the whole of asid mortgage det intended hereby to be secured shall become due and demandable after there the anortgage d

Hitness, the hand and seal of said mortgagors.

Attest.

[SEAL] [SEAL]



State of Maryland, Allegany County, to-wit:

I hereby certify. That on this 25TN 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. Foeney and Flizabeth F. Feerey, his wife,

the said mortgagors herein and they acknowledged the aforegoing 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.

a

tary Public

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

Comment and Mathin relecces &

- 1 - -

GUALY

This	Mortga	RECURDED JU	this 25TH	day of	.hor	in the year	
	undred and Fifty				· · · · ·	in the year	
							i i
	CHARLE	S C. ACKER an	d LYDIA D.	ACKER, his	wife,		
of Allegany	County, in the Sta	te of Maryland	narty of the	first next he	main dan same		
mortgagor,	which expression	shali include th	e niural as w	net part, ne	miles and the	etimes called	1
well as the	masculine, as the	context may m	opurat as w	THE EIDER	guar, and the	Ieminine as	1000
FROSTBUF	G, ALLEGANY	COUNTY. MAR	VI.AND a c	orporation du	II SAVINGS	BANK UF	
Laws of the	State of Marylan SSETH:	d, party of the s	second part, h	ereinafter cal	led mortgagee	d under the	Contraction TAA
WHER	EAS, the said more	tgagor is justly	and hone fi	de indebted :	into The Fide	lity Carlmon II	
Bank of F	rostburg, Aliegan	y County, Mar	yland, the r	nortgagee he	rein, in the	fuii sum of	ALC: N
FROM THOU	BAND AND NO/10	0				Doiiars	Contraction of the second
(\$ 8,000.0	0) with interest	at the rate of	Say De	r centum (%) per annur	n for which	CORDATION TAL
amount the	said mortgagor h	as signed and de	elivered to th	e mortgagee	a certain pron	nissory note	
bearing even	n date herewith an	d payabie in mo	nthly installm	ents of			Protestor V
Two HUNDRED	THERTEEN AND OO	100			125.64	- Dollara	
(\$ 213.00) commenters					- LOUIACE,	CIED IN
(\$ 213.00) commencing	on the 25m	day of	JALY		, 195 🖌 🚹	ACT OF IGAT

and on the 25_{TH} 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 25_{TH} day of June , 195_8 . 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 Lydla 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'a Addition to Cumberland, and situated in Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a stake standing South 65 degrees 21 minutes West 325 feet from the point of intersection of the Southeast 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 minutes West 65 feet to a stake then at right angles to said Frederick Street extended, South 24 degrees 39 minutes Enst 200 feet to a stake, then parallel to Frederick Street extended, North 65 degree 21 minutes Enst 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 degrees 39 minutes West 200 feet to the place of beginning.

BEING part of the same property conveyed by Walter P. Schlund et al, Erecutor of John C. Schlund, deceased, 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 aaid 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

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. A

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 aforegoing 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 helrs, executors, administrators, successors and assigns of the respective parties hereto.

Charles Caller

(SEAL)

WITNESS the hand and seai of said mortgagor.

0.714

ATTEST.

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STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

RACHEL KNIERIEM

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 Avin Kreiling 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 County 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.

USLI

Notary Public RACHEL KNERLEN

(c. ker (SEAL)

(SFAL)

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Lobert Mac & Bruce alty 2 ty

FILED AND ASCOLDED JUNE 28" 1954 at 2:50 P.M. **This Murtgage**, Made this 28" 1954 at 2:50 P.M. 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 THE FIRST NATIONAL BANK OF CHMBERLAND, a banking corporation, duly organized under the laws of the United States,

County, six the State of

and a subscription of the states of the states

LIGER 305 PAGE 378

party of the second part. WITNESSETH:

Whereas, the seid parties of the first part are justly and bona-fide indebted onto asid party of the second part in the full sur of "HETY-SIX HODERO (23,600.00) DOLLAPS, with interest from date at the rate of six per centur (67) per annum, which said sum is a part of the purchase price of the property hereirafter describoi, and this northage is hereby declared to be a Purchase Koney forthage, which said our seld parties of the first part covenant and atree is per in cuel contribution of thirty. Clars and thirtyeight that's (30.38), our count of interest and principal, symmats to hegir on the 20 lay of the parties of thirty. Clars and thirtyisme day of each and every route first part covenant is all to split of the first, to the payment of interest, and, secondly, to the payment of principal of the mortgage inlebtedness. The entire upsid principal debt together with interest due thereon shall become due and pysile 10 yrs.from date fully in restored by them that this mortgage shell, at the option of the cortgage, secure such future advances as are provided for by Article 76, Section 2, of the 1951 edition of The Arnotated Code of the Public General Laws of Maryland, and any amendments and supple-

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 <u>Merlyn F. Miller</u> and Elizabeth . Tiller, his wife, parties of the first part,

done mehy give, grant, bargain and sell, convey, release and confirm unto the said mue First National Benk of Cumberland, party of the second part, its successors or assigns,

hoirscandcastigns, the following property, to-wit:

- N

All that lot or piece of ground, consisting of two parcels, situate on Columbia Street in the Sity of Cumberland, Allegany County, Maryland, and known as the Surger property, and more particularly described as follows, to wit:

FIRST PARCEL: All that lot of ground known as Lot No. 40 of Michael Sprights property beginning at a point six feet westward of the point of intersection of the northeest side of Columbia Street with the line extended with the northeest side of the brick house on

seid lot end 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 percel 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 streight 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. Bunger et ux. et al., by deed of even dete, which seld deed is to be recorded simultaneously with these presents among said Land "ecords.

Cogether 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 essigns, Assessors v, adaptimizator X af assigns, the aforesaid sum of

Thirty-six humined (72,900.00) 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 <u>their</u> part to be performed, then this mortgage shall be void.

End it is Egreed 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 saidparties 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 Curberland, party of the second part, its successors

Address and an experience of the same and terms of sale in some newspaper published in Cumberial Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such 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

Hnd 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

....

--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 _ known assigns, to the extent of its, his. her or _____ their lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee -, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Illitness, the hand and seal of said mortgagors the day and year first above written. Atte-t:

1 God unice Mulyn F Miller ISFALI FRIVE F. VILLER Clizabeth M MullerEALI FLIJ BETH F. VILLER Gandis

State of Maryland, Allegany County, to-mit:

I hereby certify. That on this 28' day of June in the year ninetcen Hundred and Fifty Four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared werlyn F. Miller and Elizabeth M. Miller, his wife,

and each acknowledged the aforegoing 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 motigage is true and bona fide as therein set for forth, and further made oath in due form of law that he is President of The First National Bank of Camberland and is duly authorized to make this acknowledgement.

a.a. Hehmich Notary Public.















FILED AND MECUALED JUNE 29" 1954 at 3:50 P.M. THIS MORTGAGE, Made this <u>2874</u> day of June, 35% by und between Buchholtz, Inc., a corporation existing under the Laws of the State of Many'and, of the first part, sometimes hereinaftecalled the Montgager, and The Liberty Thust Company of Cumbrian. Many'ani, a corporation, July incorporated under the Laws of Many and, Trust of for Mrs. Glady: E. Stalling only frust Agricment, Jacci July 17, 1953, of the schond part, squetimes hereinaafter called the Mortgage, WITNESSER.

LIBER 305 PAGE 381

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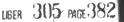
Whankad, the baid Minigagen stands indefine unto the Montgages in the full and last sum of Thinty-Six Thousand Ninity One and 437.1 (\$36.791.43) Dollard, as is evidenced by a promistry note of even date and tenor herewith, which note is payat a one year from the date hereof and bears an interest rate of Four purchantum (49) per annum, said interest being payate in quartery installments as it accords at the Office of The Liberty Trust Company in Cumberland, Mary and, on March 5, June 50, September 30 and December 31 of each year, the first pro-rate quarter y installments on taid note to be payable on the 30th day of September, 154.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$...0), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the maid Buchholtz, Inc. does hereby tangain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company. Trustee for Mrs. Giałys E. Stallings under Trust Agreement dated July 17, 1953, its successors or assigns, the following property, to-wit:

All that lot on parcel of ground situated on the South side of Baltimore Street in the City of Cumberland, Allegany County, Manyland, which is more particularly described as fo lows, 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 Ealtimore 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



male by Henry W. Johalit in June, 1939.

It being the same propinty which was enveyed unto Buchholtz, Inc. by two deeds; namely, one from Vincent A. Buchholts Substituted Trustee under the Last Will and Testament of William A. Buchholtz, deceased, dated May 5, 139, and recorded in Liter No. 133, folio 308, one of the Land Records of Allegany County, and by deed from The Second National Bank of Cumberland, Maryland, Frustee index the Will of Michael L. Fesenmoter, and others, dated May . 157, and recorded in Liber No. 133, folio 400, of said Land Berords.

FOGETHER with the buildings and improvements thereon, and the right:, roads, ways, waters, privileges and appurtonances 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,

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgager shall, except by reason of Bouth, nease 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 longen, the Montgagor 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

Mo "gage, then the endine montgage lebt intended to be hereby we to i shall as an exercise the and balapte bookise that the Noniguras shall give written notice of any lefault, by engine of mil' ni make imman. Son tenier of the tricticanes, and the Targe shall have sixty is all a the menelpt of said action. mare thousand thats sebt, and the streamnts are hereby set one to be much in their, and the sets the liberty Trust Company. Its when prove the arrive, set G -age R. Hugher, its, the continents and promitical and in may consist and see beach, attending and a fix while ingoing the configure, to get the property hereby mentdepth, in stands there of a may be needed by and is grant and conty the sum the the purchaser on purchases there of hit, here a shele helps of assigns; which said shall be male in manner following, 'c-wit: Ey fiving at least twenty days' notice of the plain, mann r and thoms of all, in some newspaper published in Cumberland, Maryland, which terms shall be sash on the day of said on up in the mattice action thereof by the Count, and the proceeds ends's, "nom such said to apply Strate. To the payment of a d xpin : in 'lent to see, the biling tax s, and the primitum: for the mane pair by the Mettgagee, and a commission of eight pront, to the party set ing or making sale sale, ind in race tota property to advertised, under the power herein mistained, and no ails theroof made, that in that went the party so advertising sha i be paid all expenses incurred and one-half of the said commillion; secondly, to the payment of all moneys swing under this Montgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagor, its successor on assigns.

AND the said Mortgager loes futher 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

povenant micresais are to extend to and bind the several heirs, extructors, administrators, successors on assigns, of the respontive parties hereto.

WIINESS the signature of Vincent A. Buckholtz, President of pomboliz. Inc. and the componant seal and duly component is shortany inc day and y ar above whitten.

EUCHHOLTZ, INC.

linn n' A. 'Bu

A. - MHE STATE OF MARYLAND COUNTY OF ALLEGANY

APPEST:

TC WIT:

I HEREBY CERTIFY, That on this 2007 day of June, 59, tefore me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, pensonally appeared Vincent A. Bushholts, President of Bushholtz, Inc., and he acknowelged the aforegoing Montgage to be the act and deed of Said comporation; and at the same time, before me, also pensonally appeared Charles B. Piper, President of The Liberty Trust Company. and John J. Robinson, Trust Office of The Liberty Trust Company. Fourtee, the within named Montgages, and made buth in due form of law, that the consideration in said Montgage is true and hona file as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President and agen on attorney for said corporation and duly authorized by 1t to make this affidavit.

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



- James Mi Lorley

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Matyre City

day of

. by and between

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FILED AND WCU.WED JUNE 28" 1954 at 2:45 P.M.

This Mortgage, Made this _ 28th

June

in the year nineteen hundred and fifty-four

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%) 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

by legrees last 111 perches to a post and stone ple, North 35 legrees East 5 perches to a bounded Chestnut Oak tree, South 372 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 103-2 acres of land, more or less.

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EXCEPTING, HOWEVER, all that part thereof which was convoyed by David E. Wilson and wife, to Joseph Blair Hardman and wife by deed of the Land Records of Allegany County. The parcel conveyed herein embraces end-half acre, more or less.

It being the same property conveyed by David E. Wilson and wife, to the said Montgagons, by deed dated the 22nd day of June, 1951, and recorded in Liber No. 235, folio 285, one of the Land Records of All egany 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 pooperty 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 aforesald, or of the Interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to 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 , lts, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to seli the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, 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 Cumberiand, 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 seiling 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 mortgager 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:

hundred and

Thomas Lhuck

_(SEAL) mar. (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I hereby Certify, that on this 25 day of June

in the year nineteen

flfty-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,

each acknowledged, the foregoing mortgage to be their and

deed; and at the same time, before me, also personally appeared Charles A. Fiper. act and

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

Seradichert Notary Public



Compand and Milled Webered F. To Mitgel Fronchurg Tild

July

LIBER 305 PAGE 388

FILED AND AND AND AND JUNE 28" 1954 at 2:15 P.A. FURCHASE MONEY

in the year

This Mortgage, Made this 25m day of Jame

Nineteen Hundred and Fifty - four by and between

WITNESSETH:

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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 s_{1X} 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 25TM day of JULY , 195 4 and on the 25TM 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 25TM day of JUNE, 1965 , 1006 . 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 - - - - - - -

domn 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 Fist Records of Allegany County, Maryland. HEIND the same property which was conveyed to the said Hazel M. Wilson, Marl H.

HEING the same property which was conveyed to the said Hazel M. Wilson, Marl 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. Filson



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 essements therein set forth.

THIRD PARCEL

All that lot, piece or parcel of ground, aituate, lying and being on the Southeasterly side of Bowery Street in the Town of Froatburg, Allegany County, Maryland, and partioularly 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 accure a part of the purchase price of this parcel of land and is, in whole, a FURCH.SE MONEY MORTGEGE 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-wilt: 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 pald by the mortgagor, his representatives, heirs or assigns.

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

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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 mortgages 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.

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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 encumhered 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 aforegoing 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 Readins' ment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof hall 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 agreel 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:

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Jacker KNIERICH	Hazel M. Wilcon HAZEL M. WILSON	/ (SEAL)
RACHEL KNIERIEN	Earl N. Wilson EARL H. WILSON	(SEAL)
Richel KNIERIEN	Jean Taylor Stilson	(SEAL)
Angel Reienien African	Harry Wilson Je.	(SEAL)
Hachd Kurenen -	Juanita a. Hilson JUANITA A. MILSON	(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 2574 day of June in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Mary-

land, 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 attended the same time, before me also personally appeared attended the same time, before me also personally appeared attended to be their respective. FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of iaw, that the consideration in sald mortgage is true and bona fide as therein set forth; and the said the said the said further in like manner are onth that he is the Treasurer, and agent or attorney for said corporation and duly authorized

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LIBER 305 PAGE 391 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. ••••• Notary Public RACHER MITCHIER FILD AND COULED JUNE 26" 1954 at 8:30 A.H. This Mortgage, Made thia_ 24" day of Jun in the year Nineteen Hundred and Fifty____ Four , by and between Charles E. Kesecker and Mattie P. Kesecker, his wife Mineral of County, in the State of West Virginia part ies of the first part, and The Farmars and Merchants Bank of Keyser, West Virginia, a corporation, 10 State B TE: County, in the State of West Virginia of Mineral party______of the second part, WITNESSETH: Ulbercas, 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 Dol-lars (\$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 Mer-chants Bank of Keyser, West Virginia, a corporation, is the payee, payable on demand after date, and until demanded the interest there-on is payable in monthly installments. How Eberefore in consideration of the premises and of the sum of one dollar in hand 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 Charles E. Kesecker and Mattie P. Kesecker

give, grant, bargain and sell, convey, release and confirm unto the said Farmers and Merchants Mank of Keyser, West Virginia, a corporation, its .

LIBER 305 PAGE 392

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

do

All that certain parcel of land situate in Dixon's Addition to AcCoole, Allegany County, Maryland, BEGINNING at the corner of Centre and Davis Streets extended, then or with North side of Centre Street North 402 degrees West 26 rods, thence North 53 degrees East 32 rods to Ravenscroff's line, thence with Ravenscroff's line South 402 degrees East 25 rods to Powell and Connells line, thence with Foweils and Conneils line South 53 degrees West 32 rods to the place of MELINNING containing 5 acres. 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 De ember, 1930, and recorded among the Land Records of Allegany County, Maryland in Liber 164, Folio 605.

Cogether 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 event of default in the terms of the aforesaid note, that either this Mortgage or the aforesaid Deed of Trust, or both may be en-forced at the election of the said Farmers and Merchants Bank or other owner or holder in due course of said indebtedness and note. Hnd it is Hgreed 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.

Kasacker

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hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the Interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to 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

Marchants Bank of Keyser, West Virginia, a corporation, its

heirs, executors, administrators and assigns, or_ Joseph A. Blundon in the second state and sesting and assigns, or a solution of the second state of the or assigns; which sale shall be made in manner 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

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UBER 305 PAGE 393

matured or not; and as to the balance, to pay it over to the said Charles E. Kasacker 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, ketras 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. 1ts 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 , 1ts hairs massigns, to the extent its **xhax** lien or claim hereunder, and to place such policy or of policies ferthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.. Mitness, the hand and seal of said mortgagors Attest . 7 Marchel Charles E-X outer ISFALI eleker SEAL State of Harpener, MINERAL County, to-wit: I hereby certify. That on this 24 day of in the year ninetcen 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 aforegoing mortgage to be their aet 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. AIFAI Mancy Belle Koundile. Ngary Public. 2

tany To Earl & Manger attyate LIGER 305 PAGE 394 lip 19 .0. 12 23 13 FILED AN J ... CO. JED JUNE 26" 1954 at 9:05 A.M. PURCHAUE HUHLY This Mortgage, Made this 22 2nd day of June in the year Nineteen Hundred and Fifty -1001 _, by and between Earl L. Warner ALLE Many County, in the State of dary Land of party of the first part, and william Cameron Lucas County, in the State of Unio of party _____ of the second part, WITNESSETH: Wibercas, the Party of the First Part is justive and bona fidely 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 rincipal 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. 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 Lari L. Warner give, grant, bargain and sell, convey, release and confirm unto the said do $e_{\rm S}$ killiam Cameron, mis heirs and assigns, the following property, to-wit: ALL that lot or parcel of ground situate in the City of Cumber-land, Allegany County, Maryland, known as Lot No. 14 in The Cumber-land Improvement and Investment Company's Southern Addition to Cumperiand, 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. 3 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,

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North 13 degrees 34 minutes mast 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 AFORESALE PROPERTY is the same property conveyed by deed of even date merewith, by and between William Cameron and Lonald Thomas Cameron and Earl L. Warner, and which said deed is to be recorded simultaneously with the recordation of this Purchase Joney Mortgage among the Land Records of Allegany County, Mary-Land; 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. 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, nis

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

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

bari 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, nis

heirs, executors, administrators and assigns, or <u>hart</u> <u>h. Manges</u> his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty or assigns; which sale shall be made in manner ionowing to with. By giving at least wenty device of the time, place, manner and terms of sale in some newspaper published in **Corsa taxions**, Maryland, which said sale shall be at public 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.

L. Warner, nis

_heirs or assigns, and 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.

Hnd 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

Illittess, the hand and sead of said mortgagor:

Attost: Salt Marner [SEAL] ISFALL

State of Maryland, Allegany County, to-wit:

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in the

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. . . .

I hereby certify. That on this 22 22 day of June

in the year nineteen Hundred and Fifty -1our _____, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared Eari L. Warner

and acknowledged the aforegoing contrage to be nis

act and deed; and at the same time before me also personally appeared Charles $c_{\tt 2} \texttt{meron}$

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

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

al El min Marger Notery Public.

anno E netge Rawlings Md.

____, by and between

FILED AND RECORDED JUNE 26" 1954 at 11:20 A.M. PURCHASE MONEY

This Anrigage, Made this _____ day of June

in the year Nineteen Hundred and Fifty-four

RUSSELL W. BECKMAN and CAROL M. BECHLAN, HIS WIFE,

Baltimore City of

Maryland

___County, in the State of Maryland

part_ies_of the first part, and_

CARL D. LILER and BERNICE O. ZILER, HIS WIFE,

of___ Allegany

part 103 of the second part, WITNESSETH:

Wilbereas, 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.

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 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 particu-larly 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 88% 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 26% degrees West 195 feat to a bickory sepling on the westerly bank of a run with wire feet to a hickory sapling on the westerly bank of a run with wire

fence attached thereto, then leaving the land of said Marshall Shryock 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 motches, then North 18 degrees Last 168 feet to a stake and stones on the westerly bank of a run, then North 63 3/4 degrees Past 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 791 degrees East 105.6 feet to a stake on the westerly bank of the public road, then South 322 degrees East 239 feet to a stake on the westerly bank of said road, then South 271 degrees East 173 feet, and then South 24 3/4 degrees East 437 feet to the place of peginning, containing 30 acres, more or less.

IT BEING the same property which was conveyed unto the said mussell W. Beckman and Carol M. Beckman, his wife, by Carl D. Ciler and Bernice O. Aller, his wife, by deed of even data herewith, and to be recorded among the Land Records of Allegany county, Maryland, prior to the recording of this mortgage.

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

waters, privileges and appurtenances thereunto belonging or ln anywise appertaining.

Drovided, 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

executor s, 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 <u>their</u> part to be performed, then this mortgage shall be void.

And it is Hgreed that until default be made in the premises, the sald

Russell N. Jockman and Carol M. Beckman, his wife,

may hold and possess the aforesald property, upon 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,

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hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to 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 <u>Clarence Shutter</u> 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 therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public 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 <u>Russell W. Beokman</u> and <u>Carol M. Beokman</u>, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission ahall be allowed and paid by the mortgagor <u>a</u>, their representatives, heirs or assigns.

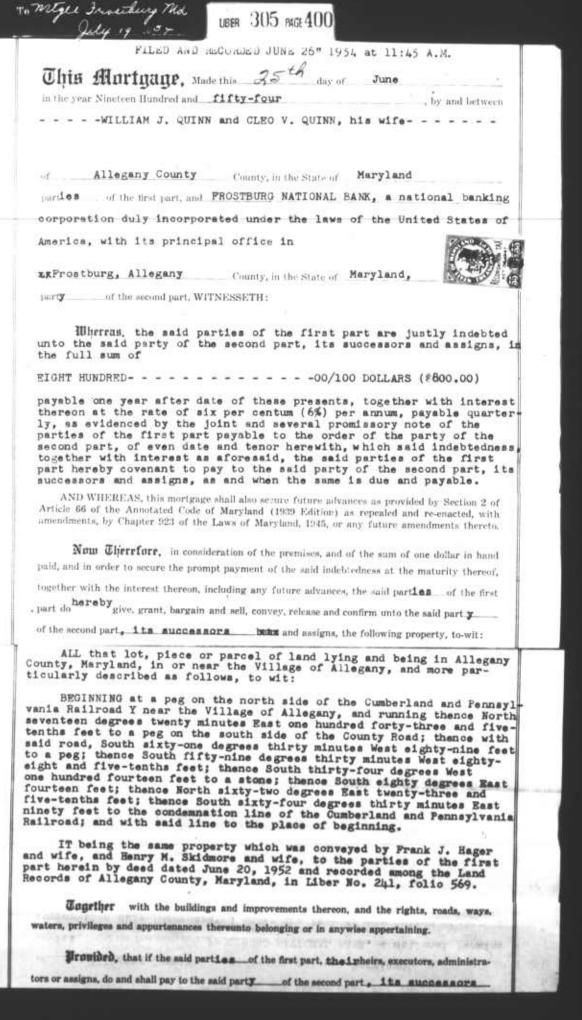
Hnd the said Russell W. Beakman and Carol M. Beakman, his wife,

LIBER 3(15 PAGE 399

the second se	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 the	ir .
assigns, the improvements on the hereby mortgaged land to the	e amount of at least
Nineteen Aun Tred-	Dollar - Dollar
and to cause the policy or policies issued therefor to be so fra	amed or endorsed, as in case of fires,
to inure to the benefit of the mortgages, their	heirs or assigns, to the extent
of their lien or chim herei	inder and to place and a th
poincies for the most possession of the mortgagee , or the mo	Ptgagee may offeet wid in
and collect the premiums thereon with interest as part of the	nortgage debt.
Mitness, the handand seasof said mortgagor s	-
Attest:	
ussell	SEAL
land in	R CON
Carol A.	Beckman [SEAL]
State of Maryland,	
Allegany County, to-wit:	
I hereby certify. That on this	day of June
in the year Nineteen Hundred and fifty-four	
a Notary Public of the State of Maria	before me, the subscriber,
a Notary Public of the State of Maryland, in and for said Cou	nty, personally appeared
missell Seclaran and Carol H. Beck	chan, his wife,
and they acknowledged the aforegoing mortgage to be	thetm
act and deed; and at the same time before me also personally ap	peared
Carl J. Ziler and Bernice C. Ziler, his	
the within hamed mortgagees and made oath in due form of law	w, that the consideration in and
mortgane in true and bona fide as therein set forth.	the consideration in salu
	1
WITNESS my hand and Notarial Seal the day and year afo	resaid.
_Ethil	Nogary Public.
in the second se	Notary Public.
	V V

Compared and Mailed 'etcerog-

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UBBR 305 PAGE 401

xxxx in xxx in the aforesaid sum of - - - -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 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 party _____

of the second part, its successors REPERMENTARY AND A Stranger 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 mortgagore, 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 1ts 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 inure to the benefit of the mortgagee . its successors

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

miness, the hand a and seal s of said mortgagors.

I hereby certify. That on this 25 th day of June

a Notary Public of the State of Maryland, in and for said County, personally appeared WILLIAM J. QUINN and CLEO V. QUINN, his wife

Witness: (as to Bath)

William & Zuina [Seal]

State of Maryland.

in the year nineteen hundred and fifty-four

Cles V. Quin [Seal]

, before me, the subscriber

Allegany County, to-wit:



and each acknowledged the aforegoing 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 latrue and bona fide as therein set forth, and further made oath that he is the gashier of said Eank and duly authorized by it to make this affidavit.

Stuthe ne and

Notary Public

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

Compared and Sector Trans

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FILED AND RECORDED JUNE 25" 1954 at 2:20 P.A.

THIS MCPTGAGE, Made this ***544** 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, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the Mortgagee in the full and just sum of Seven Thousand (\$7,000.00) Dollars, as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Five per centum (5%) per amnum, 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 Series 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,

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iogethen with the interest thereon, the said Thomas 4. Pennew and Anne C. Penlew, his wife, do hereby rive, zeant, banrain and s hervey, transfer, assign, release and penfirm unto the raid The licenty Treat Company. Substituted Crustee for William P. 44 day fature, it is not some of statent, its following processing its set.

T' n to the C'ty of Contention, Mingary County, Manyland. PIGINNING Contribution at the point of internation of the

the Southerly side of Pareton Stores (now Known at forumtia (son a) with the Susterly side of Pickopy Alley in a Southerly monomial the Susterly side of Pickopy tiley in a Southerly side of the Southerly line of the whole lot on part of lot heretoform conveyed to Muny Shale by (upust Shake, and then the Southerly line field to a point on the Southerly side of Farmison Storet, (now Snown as Columbia Avenue), from compto jeginnin , and then lith Marrison Street to the teginning

Tide: that rentain piece on paceti of those . lituat and gint in the City of Cumberland, Many and, no berinn'ny for the same at a stone plantee on the South file of New Y Such son Scheet (now Known as Columbia Avenue) and distant as fret measurer clong the sale iteract. In an Easterly Sinchtion from . Imith's house, an manning thenny, louth 24 degrees and orn IS minute West 10° fect 10 inches to a stone planted in the line marking the read of that part of the whole lot which was conveyed to Nathanie' Snowden by Catherine Dunham by deed dated July 19, in the gase 1955, and recorded in liter F. P. No. 12, folio 352, etr., one of the Land Records of said Allegany County, and running thence with this said rear line, North 691 degrees West 11 feet to the third line of that part of the whole lot which was conveyed by DeWarren H. Reynoldsand A. Hunter Beyd, Trustees, to Mary Shade by deed dated July 15th, in the year 1891, and recorded in Liber T. L. No. 70, 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 682 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 8, 1953 and recorded in Mills filer Y, page 175, in the Office of the Register of Wills for A legany County, Maryland, he devised the above described proposty unto his son, Thomas A. Perdew, in fee simple.

""Gurup: with the but since and improvements thereon, and the state, state, with a with , privilets and appuntenance, there are interrupted in any wise appendiming.

TO MANS AND TO FILE the above described property untra the said Montrages, "to successors and absigns, in fee simple foregree.

PROVIDED, that if the said Montgagens, their terns, xinuter, administrators of arsign, do and shall day to the said Montgagee, its successors on 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 novemants herein on their part to be performed, then this Montgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Montgage if the sail Montgagens shall, except by reason of death nease to own, transfer or dispose of the within described property without the written consent of the Montgagee.

AND IT IS FURTPER AGREED, that until default is male, and notionger, the Montgagor may retain possession of the montgaged property, upon paying in the meantime, all taxes, assessment and public 'iens levied on said property, and on the Mortgage debt and interest hereby intended to be serured, the said Mortgagors hereby povenant 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

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UBER 305 PAGE 405

reasons on Assigns, on Geonge 2, Sugnes, its, bis on their duly constituted attendey or agent, and beneby sutherized and empowers: st any time thereafter, to act the property hereby montgament, or is much thereof us may be necessary; and to grant and enouglise and to the parintane of partanets thereof, Fig. Her or their contrary of analyzed of 1^{-1} , on ∞ should be made to manner to lesting. "-with by slying at feast eventy mays' notice of time, place, minder and terms of sale, in tome newspaper published in Cumbre-"and, Maryland, which terms shall be than on the day of ante or upon the matification thereof by the Court, and the proveed) including 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 e'git per sent to the party selling or making said sale, and in case said property is advertised, under the power besein contained, and no tale thereof made, that in that event the party so advertising thall be paid all expenses incurred and one-half of the said commission: secondly, to the payment of all moneys owing under this Northage, whether the same abail have then matured or not; and as to the balance, to pay it over to the said Mortgagers, their heira, 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 3even Thousand (\$7,000.00) Dollars, and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee, its successors or sisigns, 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:

Chomes to find sent SEAL Anne C. Perdew (SEAL

LIGER 305 MIGE 406

GTATE OF MARYLAND COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this wirk day of June, 1954. before me, the subscriber, a Notary Public of the State of Maryions, in and for the County of Allorany, personally appeared Totalis A. Perdes and Anne C. Perdew, his wife, and each acknowledged the afforecellar Monteser to be their act and deets and at the same the, before me, also perionally appeared Charles A. Fiper, Prest-Jent of The "liberty Thust Company, and John 1. Tobinson, Thust officer of the Liberty Trust Company, Trustee, the within named Fortgagee, and made each in the form of law, that the consideration in said Mortgage is true and bona fide as therein set forch; and the auto Charles A. Fiper did further, in "ike manner make bath 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 Notarial Seal the day and the year above writtens

Peodo cobert

Compared and Malled Cloudy Matgel 3501 Northempton \$170 5-7-

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FILED AND RECORDED JUNE 251 1954 at 2:10 P.M. This Mortgage, made this 21: - 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 of the first part and

Leah McElfish Wilder and James S. Wilder, her husband,

hereinafter called Mortgague s . which expression shall include their heirs, personal represen-tatives, 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 Mortgagecs 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, afte deducting the interest shall be credited to the principal indebtedness. after

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 Dolfar, in hand paid, the said Mortgagor do hereby bargain and sell, give, and the sum of One Dollar, in nano paid, the said Mortgagor do hereby bargain and grant, convey, release and confirm unto the said Mortgagee 3 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 'ine of the Partition Wall between the double brick dwelling Number 204 and 206, Fear Street, said beginning point being also at the end of 17.9 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 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 Mort-gagor by James 3. Wilder and wife, by deed dated the day of June, 1954, and duly recorded prior hereto among the Land Records of Allegany

AND WHEREAS this Mortgage shail-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 g the aforesaid

and in the meantime shall perform all the covenants herein on her part to be performed, then this mortgage shall be vold.

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, sil 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 Mortgagee a

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 riving at least twent days' notice of the time, place, manner and terms of sale, in some new super-

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 sale 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 convenant 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 _ - -to inure to the benefit of the Mortgagee $_3$ to the extent of the ir hereunder, and to place such policy or policies forthwith in possession of the Mortgagee $_3$ lien or claim ; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagor

Attest oten 10

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

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57 I hereby certify that on this 21 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 3. Grapes. unmarried.

, and acknowledged the foregoing mortgage to be her the within named Mortgagor 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 S , and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth. 9

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

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(SEAL) (SEAL) (SEAL)

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LIBER 3()5 PAGE 4(19)

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Wilger Franchurg Md

FILED AND NECO DED JUNE 25" 1954 at 8:304.M.

THIS MORTGAGE, Made this 24th. day of _____ June, 1954

James E. Minnick & Agnes P. Minnick, his wife,

" Frostbury, Allegany County ar Frostourg, *11egany County ______, in the State of Maryland, Mortgagar # , and THE FIDELITY SAVINGS BANK OF FROSTHURG, ALLEGANY COUNTY, MARYLAND, Mortgagee

WHEREAS, the said Mortgagar 8 878 justly indebted unto the Mortgagee in the fall 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 munth from

NOW, THIS MORTGAGE WITNESSETH. That in consideration of the promises and of the sum of One Dollar, the said gor 8 do grant, assign and convey unto the said Mortgages, its surcessors and assigns in fee simple all that lot of ground Mortgagor 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

Fallo 642

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, apportenances 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 aforenaid unto the said The FIDELITY SAVINGS HANK OF FROSTBURG, ALLEOANY COUNTY, MARYLAND, its successors and assigns, for ever, provided that if the said Mortgager 5 their hours, canculated and the ground the terms of assigns, do and shall pay at and when the same shall became due and payable and, in the meantime, do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND, It is agreed that until default be made in the premises the sold Mortgrupor B may retain possession of the mortgaged sty upon paying in the meantime all taxes and assessments levied in sold property, all of which taxes, mortgage debt and to pay when legally demandable.

AND, the said Mortgagor B further covenant to keep the improvements on the said mortgaged property fully insured singt has by fire and other basards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some spany acceptable to the Martgagee 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 martgage debt hereby secured shall at once hercome due and payable, and the Martgagee. Its successors or assigns, or Albert A. Douh, its, his or their duly constituted attorney or sgent, are hereby empowered, at any time thoreafter, to sell said property or so much thereoff as may be reversary, and to convey the same to the parchaser, or his, her or their heirs or assigns, which sale shall be made as follows: By any be giving at least twenty days outcie of the time, place, manner and terms of rake in some newspaper published in Allegany County. Maryland, which sale shall be at public acction for cash and the proceeds arising therefrom to apply: first, to the payment of all momens owing under this mortgage, whether the same shall have been matured or not, and as to the bulance, to pay it over to the Mortgagor g the Mortgagor g their or assigns, and in cure of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagor g their representatives, heirs or assigns.

WITNESS our hand 8 and seal 8

0 ATTEST: A alf M Gace

James E. Minnick (BEAL) James E. Minnick (SEAL) Janes P. Minnick (SEAL)

. 19 before me,

STATE OF MARYLAND.

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 24th. day of June, 1954 the subscriber, a Notary Public of the State and County aforesaid, personally appeared_

James E. Minnick and Agness P. Minnick, his vife, the Mortadoord, ", nemed in the storegoing martinge and they accomposed the aforegoing mortgage to be their act at the mine side disc dipeased commence accounters, Transmirer of THE FIDELITY SAVINGS BANK OF FROSTBURG, and bost Mine and Agness accounters, Transmirer of THE FIDELITY SAVINGS BANK OF FROSTBURG, and bost their side dipeased commence accounters, Transmirer of the fideling of the storegoing mortgage is true and bost the store in set forth /G. Alvin Arcillag. ASUVCENNESS by hand and Notarial Seal. Ralph M. Race, Notary Public

Company Man & Bellewy To Mager Hesternport Rd

July 19 10 52

LIGER 305 PAGE 410

FILED AND RECULDED 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 wifs------

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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----party ______ of the second part, WITNESSETH:

Wilbercas, 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 lean 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 Whsreas, it was agread between the parties hereto prior to the lending of said money and the giving of said note that this mortgage should be executed

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 party of the second part, its successore -----

and assigns, the following property, to-wit:

- V

All that part of lot No. 37 on the Maryland, described as that lot of ground which was conveyed unto the parties of the first part herein by deed from Samuel P. Digman et ux, 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 records in Liber No. 237 Folio 24 ticular and definite description of the eaid lend hereby mortgage a reference is hereby made to said deede so recorded tad

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

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 Darty of the

fillessess Second Part, fits successors or easigname

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 therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland; which said sale shall be at public 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, theirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and pald by the mortgagora, their representatives, heirs or assigns.

Hnd the said parties of the first partsessessessessessesses

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or <u>1ts successors</u> or <u>------</u> assigns, the improvements on the hereby mortgaged land to the amount of at least

Withtess, the hand and seal of said mortgagor B.

Clarke & Fauglin

AT She had right and a mouth

Nalter Cli B [SEAL] * Anna Alice Busky [SEAL]

State of Maryland, Allegany County, to-wit:

J hereby rertify. That on this Twenty third day of June, 1954 HEREFERENCESSAGE AND ADDRESS AND ADDRES

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and each acknowledged the aforegoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Horace P. Whitworth, President of The Citizens National Bank of Westernport, Maryland. the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth, and that he is the president, of the said bank duly authorized to make this affidavit.

Richard Hushy

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

Computer in Receiver

FILED AND RECORDED JUNE 25" 1954 at 10:35 A.M. This Mortgage , Made this twen ty-third day of June in the year Nineteen Hundred and Fifty four-	to and between
Hugh Morgan and Ida Ellen Morgan, husband and wife	
of Westernport, Allegeny County, in the State of Maryl parties of the first part, and The Citizens National Bank of We	Continues
Maryland, a a corporation, organized under the national ba of The United States of America	aking laws
of Westernport. Allegany County, in the State of Wary party of the second part, WITNESSETH:	land
Wilbercas, The said parties of the first part are ind	sbted 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 losn is evidenced by the promissory note of the parties of the first part herein, execute 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 Pank of Westersport, Maryland. And Wherea. 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.

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 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 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 lota numbers four hundred and eighteen and four hundred and nineteen, each fronting 5C feet on Lynn street in said town and extending back the same width throughout a ditance of 156 feet o Chestnut Street. Being the same property which was conveyed unto the parties of the first part herein by deed from Catherin 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.

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

waters, privileges and appurtenances thercunto 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 ______ bundred and fifty-dolla a

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

End it is Egreed that until default be made in the premises, the saidparties of

the first part, herein, their beirs and assignment

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

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 accoud



be a service a particle and an and assigns, or <u>Horace P. Thitsorth</u>, <u>ite</u> 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

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

Six hundred and fifty _______Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee .its successors ______Mee or assigns, to the extent of its or ______ the mortgage ______ the mortgage ______ the mortgage may effect such policy or policies for the in possession of the mortgagee ______, or the mortgagee may effect suid insurance and collect the premiums thereon with interest as part of the mortgage debt...

Mintess, the hand and scal of said mortgagors

Charles !! aughlin

part, its successors-

Hugh Morgan [SEAL1 ******************** x da Ellen morgan. [SEAL]

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State of Maryland, Allegany County, to-wit:

- N -

Hugh Morgan and Ida Ellen Morgan, husband and wife------

and each ______acknowledged the aforegoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Horace P. Whitworth, President of The Citizens National Bank of Westernport, Maryland.

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

of the said bank duly authorized to make this affidavit.

chard Bluche

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

Comment and Mart & Redewood

Filed AND MECONDED JUNE 25" 1954 at 2:55 P.M.

This Mortgage, Made this 25 4 day of first in the year Nineteen Hundred and Fifty-Sour

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_, by and between

Simmer 3. Phillips and alice 1. Phillips, his wife,

of <u>Allsteny</u> County, in the State of <u>Nuryland</u> part las of the first part, and

the Escond National Bank of Cumberland, a rational barking Conversion with its orincipal place of Dusiness in Cumberland

of _____County, in the State of _____Keryland

part 2 _____ of the second part, WITNESSETH :

Wibercas, the parties of the first part are indebted unto the nerry 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 unpeld belances, said indebtedness to be amortized over a 20 year nerrod by the regnant of at least \$62.64 per month, the first monthly nevrent being due and rayable one month from the date of these presents and each and every nonth thereafter until the whole principal torather with the interest accruing thereon is paid in full, raid monthly the with the interest accruing thereon is paid in full, raid monthly the with the interest accruing thereon is paid in full, raid monthly the with the interest accruing thereon is paid in full, raid monthly the with the interest accruing thereon is paid in full, raid monthly the with the interest which said orincipal together with the inthere accruing thereon these presents are executed. Privilage is rerarved to propey at any time, without resium or fee, the entire indebtedness or any part thereof not leas then the amount of one installment or \$100.00, whichever is least.

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

Jense H. Thillips 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

sheins 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 Lote Nos. 151 and 152 in Bowling Green First Addition about 3 miles Westerly of Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 2, 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 Easterly side of McMullan Highway at the division line between Lote Nos. 140 and 141 in said addition, and running then with said side of said Highway South 20 degrees 39 minutes East 80 feet/North 69 degrees 21 minutes Tast 120 feet to an alley, then with said alley North 20 degrees 39 finutes West 80 feet to the end of the second line of said Lot To. 140 and with said second line reversed South 69 degrees 21 minutes West 120 feet to the nlace of beginning.

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Being the same property which was conveyed into the martine 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 Becords of Allegany County, Maryland, simultaneously with the recording of these presents.

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

Drovided, that if the said James H. Phillips and Alice L. Phillips, hi wife, their heirs, executors, administrators or assigns, do and shall pay to the said Second Netional Bank of Cumberland, its successors
EXECUTER XX administrators or assigns, the aforesaid sum of

Ninety-nine Hundred & 00/100 - - - - - (\$9900.00) Dollers

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

And it is Harced 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 Janes H. Phillips and Alice

L. Phillips, his wife,

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hereby covenant to pay when legally demandable.

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

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

matured or not; and as to the balance, to pay it over to the said. James H. Phillips

LIBER 305 PAGE 41.7

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagora <u>Letr</u> representatives, heirs or assigns.

and the said James ". Fhillips and Alice L. Thillips,

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

Finety-nine Hundred & $0^{\circ}/100 = - - - (2000.00) = - - - Dollars,$ 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 <u>BUCCOSECTE</u> **XMOIN** or assigns, to the extent of <u>Ite</u> 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 preminums thereon with interest as part of the mortgage debt.

Mitness, the hand and seal of said mortgagor e .

Attest: Ingula A. Mc Claus - america A. The Some H. Phillips Angula A. Mc Claus - Alice J. Phillips Alice L. Phillips [SEAL] [SEAL] ISEALI

State of Maryland, Allegany County, to-wit:

3 hereby certify. That on this $\nu 5$ day of funcin 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 aforegoing 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.

male h.

Notary

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

and Here D livered Com 1. He st. Luge atty aty

LIGER 305 PAGE 418

FILED AND RECURDED JUNE 25" 1954 at 12:10 P.M.

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Dollars.



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 10 Bof 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

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Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of

Two Thousand (\$2000.00)

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 <u>Thirty (\$30.00</u>) 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.

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

All that lot or percel 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 than with said second line reversed North 67 degrees West 71 feet to the place of beginning. beginning.

Being the same property conveyed by Annie L. Hiett 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 mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the ag-gregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the fall amount of any such advance is used for pay-lng 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 pollcy assigned to the Mortgagee or wherein the Mortgagee is the Beheficiary and which is held by the Mortgagee as additional colla-teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid bal-ance of this indebtedness.

It is agreed that the Mortgages may at its opti-ayment of premiums on any Life Insurance pol fortgages is the Beneficiary and which is held by the heldbirdness, and any sums of money so advanced a ion advance sums of money at anytime for blicy assigned to the Mortgages or wherein the Mortgages as additional collateral for shall be added to the unpaid balance of

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

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

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

COGCIDE 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, <u>their</u> heirs, executors, administrators or assigns, do and shail 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 shail perform all the covenants herein on the irpart to be performed, then this mortgage shall be void.

Hnd it is Egrced 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 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 mortgage, 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 neces-say and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberiand, Maryland, which sale shall be at public 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 com-mission of eight per cent, 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 under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagers, representatives, heirs or assigns.

Endthe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-gagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount

of at least. 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 debt.

End 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.

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-hereby covenant with the mortgage as follows: (1) to deliver to the mortgage on or before. March 16th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgage recipts evi-dencing the payment of all jiens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all govern-other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no wortgageor. So keep the buildings on said property, or any part thereof, and upon the failure of the mortgage, and at the option of the debt hereby secured and the failure of the mortgager 8. to comply immediate repayment of all buildings or an increase in the amount of security, or the mortgage, and at the option of the mortgage may, without notice, institute proceedings to forcelose this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of the immortgage 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 and any security for the debt by any person, persons, parthership or corporation —, other than the immortgage in any action to foreclose it, shall be entitled (without regard to the sequency of the mortgage is and apply for the appointment of a receiver to collect the rents and profits of and apprecisates' and apply for the debt by any person, persons, parthership or corporation —, other than the mortgage is any action to foreclose it, shall be entitled (without regard to the sequency of the mortgage is any motion to suffer the appointment of a receiver to collect the rents and profits of and apremises and account therefor as the Co

LIGER 305 PAGE 420 Withtess, the hand and seal of said mortgagors Attest : [SEAL] No. HABON ERVIN EVELYN 202 [SEAL] M. MASON State of Maryland, Allegany County, to-wit: I hereby certify, That on this 247H 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 aforegoing 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 most that he has of law that he had the proper authority to make this affidavit as agent for the said mortgagee. 111 SI 61 STITNESS my hand and Notarial Seal the day and year aforesaid. Notary Public. and celle Dellered & Thegel City FILED AND RECORDED JUNE 24" 1954 at 3:20 P.M. This Mortgage, Made this -23rd June in the year nineteen hundred and fifty-four , by and betwe 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 Camberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages,

· / ...

Whereas, the said

Orble E. Boughton and Christine Boughton, his wife,

stand indebted unto the said The Liberty Trust Company in the just and fuil sum of $\exists we ve Hundred (\$1000.00)$ - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of $\exists ve (5\%)$ 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-rate quarterly interest hereunder to be payable on $\exists ve dot \exists 0 = 30$, d = 30.

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

The 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 Let Ne. 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 517.3 feet along the North side of said Pike from its interfection with a .6-foot aley, it being at the end of 10.3 feet on the first line of Lot No. 14 of Seiss's Grove, and running thence with said National Pike. South 56 degrees 16 minutes West 1.2 feet, South 52 degrees B minutes West 28.8 feet, thence North 362 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, fclio 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 emount of any such advance is used for paying the cost of any repair, alterations or improvments 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 licns levied on said property, and on the mortgage debt and interest hereby intended fo 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 salc 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

Evelve 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:

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Orble B. Boughton (SEAL)

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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 acknowledged, the foregoing mortgage to be each act and their deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgages 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. 1.5m these whereof I have hereto set my hand and affixed my notarial seal the day and year shore with

23	LBER 305 PAGE 423
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	mitges formathing Mid
	FILED AND JECUNDED JUNE 25" 1954 at 1:30 P.M.
	This Mortgage, Made this 24 th day of June
	in the year Nincteen Hundred and fifty-four, by and between
	CATHERINE H. PRINEGAR, Widow
	of Allegeny
ALC: THE	of Allegany County, in the State of Maryland party of the first part, and FROSTBURG NATIONAL PANK, a national banking
R. Santa	corporation duly incorporated under the laws of the United States of
	America, with its principal office in
1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	* * Prostburg, Allegany County, in the State of Maryland
	partyof the second part, WITNESSETH:
Distantian all	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
	FIFTREN HUNDRED
	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.
	Nom Cherefore, in consideration of the premises, and of the sum of one dollar in hand
	together with the interest therean including on the said indebtedness at the maturity thereof,
	part do/ give, grant, bargain and sell, convey, release and confirm unto the said part v
	of the second part, its successors man assigns, the following property, to-wit:

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ALL that lot or parcel of land situated near Midland, in Allegany County, Maryland, being e part of the Resurvey of "Elk Lick" which is described as follows, to wit:

BEGINNING for the same on the County Road leading to Vale Summit at a stone, then running South sixty-seven degrees West eighty-eight feet; thence South thirty degrees West one hundred fifty-eix feet to a corner in Neff's Run; thence South sixty-five degrees, Eest thirty-seven feet to a maple tree known as Chises Corner; thence South eighty degrees East eighty-two feet to a White Oek Tree; thence North sixty-one degrees East one hundred eighty-nine feet; thence North forty-seven degrees, West one hundred sixty-five feet to the place of beginning, containing 33449 of an acre.

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TO T

IT being the same property which was conveyed by Robert M. Miller and wife, to Catherine H. Brinegar by deed deted January 17, 1951 and recorded among the Land Records of Allegany County in Liber No. 232, folio 474.

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

Browided, that if the said party of the first part, her heirs, executors, administrators or assigns, do and shall pay to the said part_____of the second part_____ta auccassors_____ ALLOCARXXX MAINING or assigns, the aforesaid sum of ...

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 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 part y____ ___of the first part may hold and possess the aforesald property, upon 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.y......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, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become

due and payable, and these presents are hereby declared to be made in trust, and the said part.y-

of the second part . its successors Refer ane aborst administrature 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 eash, 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 Y ____of the first part____ber__ heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor ... her

__representatives, heirs or assigns.

And the said party _____ of the first part further covenants to insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee or 158/assigns, the improvements on the hereby mortgaged land to the amount of at least FIFTKEN HUNDRED- - -00/100 (\$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 losses to inure to the benefit of the mortgagee , 1ta successors

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assigns, to the extent of its ____lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages or the mortgages may effect said '

LIGER 305 PAGE 425 Miturss, the hand and scal of said mortgagor . Witness; DAVID R. WILLETTS Catherine H. Brinegar (Seal) State of Maryland, Allegany County, to-mit: 24 14 I hereby certify. That on this 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 CATHERINE PRINTGAR, Widow and she acknowledged the aforegoing mortgage to be her act and deed; and at the same time before me also personally appeared F. EARL KFEIT4PURG. 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 osth that he is the cashier of said Bank and duly authorized by it to make this WITNESS my hand and Notarial Seal the day and year aforesaid. FRED W. BOETTNER Notary Public

En XA Mitza

FILED AND .CCUDED JUNE 24" 1954 at 3:20 P.M. **Ohis Antigage**, Made this 23. 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 25 bits the singular, and the feminine as well as the masculine,

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

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

wenty -Five Hardreed (\$2500.00) $\stackrel{-}{=}$ - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of $\exists \{x \ (0, 1)\}$ 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-rate quarterly interest hereunder to be payable on $\exists une \exists 1, 1954$

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

umas E. Imitri and Florence R. Imith, his wife,

does hereby bargain and self, 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 nature of and situate and being in Election Distri-N. r., A clany County, Maryland, known and designated as for F. Che mile Notro of Notro Bounch Village and being a part of what was known a the lid Hischer, Faum, and more particularly described as follows:

HEGINNING for the lame on the west side of C drown Year listant that her measured in a Southerry literation along the West side of the measured in a Southerry literation along the West side of the measured in a single hiskory the standing at the teginning of at 12 to 1 of and bearlied in a deet from Albert Charles to test S lien, that, dated Algust 10, 0.7, and recorded in Siber No. 1, folio 5 to and tunning thence a ong and with the W st side of said from the J minutes West 4 to feet to a point on the twenty-third line to atove mentiones used from Albert Charles to the said Golden, et . There with the twenty-third line, North 41 togrees 45 minutes West if out the twenty-third line, North 41 togrees 45 minutes West if out to intersect a line drawn North 50 degrees 15 minutes West if out of beginning, thence reversing said intersecting line, both 5 degrees 15 minutes East 401 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagent by Lewis M. Wilson, Trustee, by deed dated March 4, 1928, and recorded in Liber 157, follo 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 improvments 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 blnd 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)

Sugasishing Public

Thomas LKeech

Florence E. Smith STATE OF MARTIAND, AGAEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 23rd day of June in the year nineteen

fifty-four hundred and 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

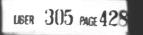
acknowledged, the foregoing mortgage to be each their deed; and at the same time, before me, also personally appeared

act and

Charles A. Piper, President of The Liberty Trust Company, the within named mortgages 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 Winiwritten.



Compared and Meebod Delivered E

T. Miler at,

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Julie 14 11 54

FILED AND RECURDED JUNE 24" 1954 at 3:20 P.M. **This Mortgage**, Made this 24^{-24}

June in the year nineteen hundred and fifty-four

George W. Brown and Lelen 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 3. 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 3% 3% 1954



day of

, by and between

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 Durwat, North 391 degrees West 242 feet, thence South 512 derees West 90 feet to the Hill Race, and with said Hill Race, South 1.11 123

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TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appartenance's thereinto 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 tee simple forever,

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, doc- and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Dollars, together with the interest thereon when

and a 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.

FT IS AGREED, that it shaft be deemed a default under this mortgage if the said mortgagor shaft, except by reason of death, make 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 meanfime, 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 ease 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**, it 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



parch - i or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in $v \rightarrow v \rightarrow coviry$ to write. By giving at least twenty days' notice of time, place, manner and terms see a set of a pull had in Camberland. Maryland, which terms shall be each on the the source is associate for treation therea, by the court, and the proceeds arising from such safe to reserves a second of all expenses incident to such safe, we lade gotaxes, and all prenitanse the end of the regards and a commistance of each period to the party selling or the case such property is advertised, order the power herein contained, and transformer in that a shart exert the party soundvertising shall be paid all expenses incorrect constrained and the boost relationed or not can be the balance, to pay it over to the $(1,1,1)^{-1} = (1,1,1)^{-1}$ for $(1,1,1)^{-1}$ for $\mathfrak{M}_{\mathcal{M}}^{1}(\lambda) = \mathfrak{M}_{\mathcal{M}}^{1}(\lambda)$

AND pp said to regagor does further coven int to usure forthwith, and pending the existence corrections to keep heared by some insurance company, or company succeptable to the mortthe sets of a sense the improvements on the hereby mortgaged and, to the amount

Bollars, and to cause the pole's or press as is not to refer to be so trained or endorsed, as in the case of tire, to inure to the benefit of the entropy of the cossons of a signs, to the extent of its or their hen or claim hereinder, and for a construction of policies for this that possession of the mortgages, or the mortgages hav effect and extranse and play the pressuum thereon with interest as part of the mortwage debt

and it is a reacting the powers, stilled atoms and covenants afores and are to extend to and bind the overal heres executors administrators, successors or assigns, of the respective parties thereto.

WIINESS, the Faird and seal of said mortgaror

and

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Frank Crownshall Staten L' siloure (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

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 comportion and duly authorized by it to make this affidavit.

bf witness whereof I have hereto set my hand and affixed my notarial seal the day and year abbye written. Quarter Ment 11115 .

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Final erst maine 4. 24" 1-24 at 10. . P. . FURTHACK VONEY

This Mortgage, Made this 23 day of Jure,

LEFENDER HELF AN WEISSEN and FRALE FRANCES FITTEN, his size.

County, in the State of Mun-lund,

- County in the State of Maryland, reades of the first part and THE FIRST NATE SAL DANS OF COMBERLAND, a mathemal benktor corporation, having its trincipal office in the fits of Curporiand.

MA Allerany

19173 of the second part, WITNESSETH

Withcreas, the marties of the first mart are justiv and bons fine indebted unto the marty of the second part in the full and just sum of FOUR TRANSAU JOLLANS (24,777,77) with interest from date at the rate of four and one-half per cent (4-1/2%) per annum, which said sum is that of the nurshape trice of the property bereinafter described are this mortgine is hereby declared to be a Furnhase Money Vortgage, and which said sum the said parties of the first part covenant and sprag six sents (241.66) on account of interest and printing, resident and interest in the same the after until the whole of said printing and interest in the said parties must be continuing on the same day of mark well every infinite after until the whole of said printing and interest in the Said contains after until the whole of said printing and interest in the finite after until the whole of said printing of the parties of interest, and secondary to the partent of principal of the contrary indectednerg.

How Cbcrcforc, in consideration of the premises, and of the sum of one dollar in hand poid, and in order to secure the prompt payment of the said indebtednessont the said and the said indebtednessont the said indebtedness

xof together with the interest thereon.XDB maxed and in order to secure the prompt purgrant 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 morthurs above exact hargein and advances asks and one has not the mate

Make and as hear the following property: New Min there of and to be used for paying the cost of any repairs, alterations or improvements to the hereby mortgared property, the said parties of the first part do hereby mive, grant, bargain and sell, release, convey and confirm unto the said party of the second part, its successors and assigns, the following property, to wit:

All that lot or tract of land situated and being of Cumberland, in Allevany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at an iron stake standing at the end of the fifth line of a tract of land conveyed by The Cumberland Industrial Corporation of the State of Maryland to Wesley A. McGraw and wire dated June 12, 1936, and recorded among the Land

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IER 315 - 432

The rds of Allerany County, Mervland, in Deed Liber No. 175, folio 1 , and running vith part of the suid sixth line North 49 degrees is viewes and 35 minutes Vest 56 feet from the east corner of Lot No. 30 of Forman Firk Ad iting to Tumberland, Marvlahd, and continuing there leaving said Greap Road North 33 degrees and 35 minutes Vest 16.1 feet until it intersects one of the lines of The Celarese Corner tion i America, it teins also the third lines of The Celarese For time is and of land conveys: from the Cumberland Industrial The time South 16 degrees as minutes Wist 221.0 feet to an iron the stift is fifth lines of Medraw Land Worth 57 degrees 5 minutes and i fifth lines of Medraw Land Worth 57 degrees 5 minutes Land to the perindical

If main's the same property conveyed by Flow 1. The set of the set of the linet said by deed dated the <u>set</u> day of June, 1914, and to be r coried an us the Lunc Honoris these presents: said deed, though dated as so ve, was delivered at the same time as the delivery of this motion e, both being park of one simultane us transaction, the motione being siven to secure a rant of the manchage prize of the property horein described and contares.

Conceller the building of reprove leas therein, and the rights, roads, ways,

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Dicvided, parties of the first part, their

the said of the said of the said of the said

farty of the second part, its successors and assigns,

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p for it is the configure half word.

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

of the first cart

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mertgage 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 exocutors, subministrate essential designs or <u>Matthew J. Mullaney, its</u> his known their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland. Maryland, which said sale shall be at public 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

1858 3115 Par 413 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, heurs 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 misurance Company or companies acceptable to the mortgagee or - its succersors and assistes, the improvements on the hereby mortgaged land to the amount of at least Boir Bourant Dollars (14, 10, 1), and to bain a the policy of policies issued therefor to be a found or endersed, as in case of fires, to a netable benefit of the most grees 117 successors and wax or assigns, to the extent its Han her or class recorder, and to more such poles or •) States no secure of the contengence, or the contengence time of out and real and in the providence of the providence of the providence of the contractor debt. Illitness, in de edeal ad nortgagors 111 ... A. C. andin Le France Redauned & Here STALL ISEAL) Theima Frances theseen (SEAL) Tie.ma Frances Whiesen State of Maryland, Allegany County, to-wit: I hereby certify. Pater the 23" das of June, m the year areas to threshol and Fifty -four Infor the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared LEFGANCE HaDMIND AHISSEN and THELMA FGANCUS WHISSEN, they acknowledged the aforegenic inactence to be their act and deed; and at the same time before me also personally appeared A. W. TINDAL. FHESIDENT 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 for forth; and he further made eath 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. Nº Elis Elyinth D. Braffied Notary Public. 11 10 4 :

Compared and in accessing

USER 3115 MIL 134

FileD A.J and and JUNA 26" 1954 at 8:304.0.

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This Mortgage, Made this 2380 day of June in the year

Nineteen Hundred and Fifty-four by and between

WILLIAM HEGREDOR and MAOLI D. MEGREDOR, 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 FROSTHURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

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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 THOUS.2D aD D D/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

and payable on the 23mb 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

Milliam McGregor and Naomi D. McGregor, his wife,

dogg 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: HEDINENING at a peg on the North side of Washington Street at the end of the

first line of Lot No. 25, 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 aaid line reversed, South 31 degrees 45 minutes west 160 feet to the beginning.

UBER 305 PAGE 435

EEEEG a part of the same property which was conveyed to the said William McGregor and Macmi D. McGregor, his wife, by deed from Rebecca Eisel, widow, dated Eay 25, 1948 and recorded in Liber No. 201, folio 648 among said Land Records of Allegany County, Maryland.

THE above described property consists of Lot No. -7 in Eckhart Flat Addition No. -, saving and excepting therefrom a rive-foot strip on the Ematerly side thereof which was conveyed to Charlotte Doris Duncan et al, by deed from the said Milliam McGregor et ux, dated March 6, 1950 and recorded in Liber No. M29, folio 646 among said Land Records of Allegany County, Emyland.

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 deht aforesaid, or of the interest. thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to 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

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 mortgager to keep the buildings on said property in good condition of repair, the mortgager may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the dobt hereby secured, and the failure of the mortgager to comply with said demand of the mortgager for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgager, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to forcelose 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 infequency 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 mortgages! property be acquired by any person, persons, partnership or corporation, other than the mortgaged, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgaged's written consent, or should the same be encombered by the mortgager, his heirs, personal representatives or assigns without the mortgaged'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 aforegoing covenants or conditions for sixty consecutive days.

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

If the indicated press secured hereby he guaranteed or instanced under the Service reset's Reading τ set Act, as an unded, such Act and Regulations issued thereander and in effect on the date here of "full govern the rights, duties and lightlifties of the parties hereto, and any provisions of this set other instruments executed in connection with such indicatedness which are inconsistent with such we are Regulations are hereby accorded to conform thereto.

 ΔND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and local the several here, executors, administrators, successors and assume of the respective parties breads.

WPINESS the hand and coal of said continuor.

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Court

William Mc Jry RACHEL KNIERID 04 Harman Margar 1 6 min RADIEL KHICHICH (SEAL) N. OMI D. MCGREGOR

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 23ap 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 MCGREDOR and MACMI D. MCGREDOR, 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. Mains. 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 your algage written.

	8 305 PAGE 4:37	Com: ar	ee Fronker	Cascelo
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Filmer M.) . LoCo	WED JUNE 24"			
THIS MORTGAGE, Made this 2×nd. dr Cherles F. KERR and Martha C. KE	June, 1954	4	, 19 . by n	nd between
Enorthean the co		of Maryland, Mortgaj	or 8 , and THE	FIDELUTY .
WHEREAS, the sold Mortgagor are jus Six Hundred and twelve =	the industriations of the	r Gulden.	nd just sum of	Martine =
which is to be repuid in twenty consecutive a the date hereof at the effice of the said Mortgagee	nonthly installments of \$		(\$ 612.00 h, beginning one n	
NOW, THIS MORTGAGE WITNESSETH, That Mortgagor S do graot, assign and convey unto the sa	t in consideration of the of Mortgagee, its snecess	promises and of the ora and assigns in fea	sum of One Dolla simple all that lot	r, the said of ground
36 1/2 Mt. Pleasant St., (also) Lot	*72 of Frostbur	g, Allegany Con	anty, Md.,	known as
s or more may described in a Deed from	ren & Daurer 1. M	LYnN . dated	to the Town Sept. 21, 19	of Frostbur 26
recorded among Loud Records of Allegany Count	y, Maryland	Liber 153	701	
TOGETHER with the buildings and improvement and advantages thereto belonging or in anywise appert			ers, privileges, app	
TO HAVE AND TO HOLD the said lot or, pare- said THE FIDELITY SAVINGS BANK OF FIDER for ver, provided that if the said Mortgage, its smcessor or cause to be prid to the said Mortgage, its smcessor as and when the some shall become due and payable an their part to be performed, then this mortgage	r heus, executors cand assign the atoresa	VALUE MARTEAND	. Its successors m signs, do are ter with the inter-	id assigns, I shall pay
AND, it is agreed that until default he made in t property upon paying in the meantime all taxes and as interest thereon and Mortgagor ${f S}$ — hereby covenant	he premises the said Mort sessments levied on said to pay when legidly de	proparty, an or white prindable.	n Dixes, mortgage	debt and
AND, the said Mortgagor 3 – further covenant against loss by fire and other hozards as the said Mortg company a ceptable to the Mortgagee to the extent of it	lo keep the improvem agee may from time to to s hen thereon and to defi	en's on the said mort me require, for the us iver the policy to the	Raged property ful e of the Mortgage	ly insured 6, in some
But in case of any default or violation of any co- secured shall at once become due and payable, and the M constituted attorney or agent, are hereby empowered, at necessary, and to convey the same to the purchaser, or h giving at least twenty divs' notice of the time, place, m Maryland, which sale shall be at public anothing taxes, and a to the payment of all memos using individual this mortgage, to pay it over to the Mortgagor S . their here commission shall be paid by the Mortgagor S . their	any time thereafter, to is, her or their heirs or a unter and terms of sale i sh and the proceeds aris commission of eight per c , whether the some shall I	¹ assigns, or Athert A sell suid property, or issigns, which sale sl in some newspaper p ing therefrom to app cent (87, 1 to the party have been matured or f advertisement but a	Doub, its, his or so much thereof a add he made as fol iblished in Allegan by: first, to the m	their duly is may be lows: By y County, tyment of
WITNESS OUR hand 8 and seal 8				
ATTEST:		VILLO F		
1º		uit a	/	(SEAL)
Ralph M. Ruce	Mar	the C. Kerr	- Le	(SEAL)
STATE OF MARYLAND,	10000			
ALLEGANY COUNTY, Io-wit:				
I HEREBY CERTIFY, That on this 22nd.		June, 1954	, 19, be	fore me,
the subscriber, a Nolary Public of the State and County at Charles F. Kerr and Murtha (foresaid, personally appea C. Kerr, his wife	ared		
the Morigues, 5, manual in the aforegoing mortgage at At the sume time sume and a more and a sume out in a sall BEANY COUNTY, MARYLAND, and made oath in a sall privating to direction set forth. /G. Alvin Kreil	d they acknowledge Treasurer of THE FI	ed the aforegoing mo DELITY SAVINGS consideration set fort	lgage to he thei BANK OF FROS h in said mortgage	T nel. TBURG, e ls true
$\rightarrow \pi$ WTNES my hand and Noturial Seal.		9	1	
	Ralph M. Race) all m Jothry Publi	Jack	
South and the second se	Dellar Die DelCe			
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Compared and Mailed Delivered

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FILED AND ECCLED JUNE 24" 1994 at 900 A.M. THIS DEED OF PARTIAL RELEASE, Made this <u>Yes</u> day of <u>fune</u>, 1954, by and between The Cumberland Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the isos of the State of Maryland, party of the first part, and Charles I. Sullivan and June V. Sullivan, his wife, of Allegany lounty and State of Maryland, parties of the Second part, witnesseth:

TEAT for and in consideration of the Dollar and other good and valuable considerations, The Gumberland Davings Bank of Cumberland, Daryland, Dereby releases from the mortgage given by Duarles C. Sullivan and June 7. Bullivan, his wife, to Cumberland Bavings Bank of Gumberland, Maryland, date i 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: <u>SECOND:</u> All those lots or parcels of land lying and being in the City of Sumperland, Allegany gounty, Maryland, and known as Lots Nos. 107, 100, 109, 110 and 111 on the mast side of Ford Avenue in Cumperland Park Addition as shown on a plat of said addition recorded in Fist Case Hox No. 96 among the Land Records of Allegany Bounty, Karyland, and which said lots are described in one parcel as follows:

BEGINERING 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 Jest 155 feet to the end of the first line of Let 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 Let 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 Mos. 101, 102, 103, 104, 105 and 100, situated on John Street, being some of the lots and parcels of land which were conveyed to the said John R. Treiber, and Saran R. Treiber, his wife, et al, by The Second National Bank of Sumberland, Maryland, by deel date! December 17, 1945, and recorde! 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. Troiber, 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 IA E 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 aforasaid mortgage had never ocen 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 # MEREOF 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.

BROOFE livid. 150 h. WHITING, Iresident

ATTEST:

John I. Conway

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this Ynd 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 aforegoing 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.

Ellel McCart

and Maller Rebsends

mitger City

FILED AND MECOLDED JUNE 23" 1954 at 10:20 A.M. LID FORTERTE, Male this <u>2.2.Md</u> day of June, 1954, by an even the EY A. NORT CRAFT and ETHEL M. NORTHORNET, his wife, of allowary Dounty, particul, parties of the first part, and THE VIET ATT ALT AND THE OF DU ERIALD, a banking corporation, ally provided uncer the law of the United States, party of the second art, TIT. DUSETH:

Heread, the ortion of the first pert are justly and bons fide indebted unto the party of the second part in the full and just sum of Six Thousand Mine Mumared ("6,900.00) Dollars, with interest from date at the rate of six (55) per cent per annua, which said sum the rate parties of the first part covenant and agree to pay in equal monthly installments of not less than Fifty Eight Dollars and Thenty Four Cents ("58.24) beginning on the **2126** day of _______, 1954, and a like and equal sum of not less than Fifty Eight Dollars and Thenty Four Cents ($\frac{1}{58.24}$) on the said <u>2006</u> 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 nortgage.

NOW, THEREFORE, THIS MORTCAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (41.00) Dollar in hand paid, and in order to secure the

NBBR 305 PAGE 441

promet sugment of the said indebtedness, together lith the interest thereon, and is order to bedure the compt payment of such future subunces together with the interest thereod, a may be such as the party of the second bart to the parties of the first part rise to the full separat of the interesting more indom such as not weeden in the interesting of five success, and sot weeden in the interesting of five success (1960.00) offers, and not to be made in an abound which would sugge the total or the independences to exace the original amount thereof and the uses for suging of the costs of any repairs, siterations on is row west to the levely costs of any repairs, siterations of the first part as sive, crant, burgain and cell, convey, release and confirm onto the said party of the second part, its successors and costions:

All that lot, piece, or carcel of land situate, lying and delve in election district No. 21 of Allegany County, Paryland, and nor to reicularly described to follows, to-wit:

Build at a stare at the head of a drain on the lower ease of the solutions like and which said beginning point of the last be indian point of the first like and the ending point of the last like of first certain used dates the 1st day of Lori, 1946, from harry O'scal et as to Herry 1. Northbraft et us, and recorded in liber So. 15°, folio 62°, one of the land mecords of allerany boarty, jarg add, a specific reference to which the rain deed is hereny made for a full and particular celeription of the said point of beginning; and runnin thence with the last line reversed of the aforesaid need and its the drainage of the stream, forth 19 degrees lest 16° feet to the center of whother small drain; and thence North 5f.5 degrees East 56 feet to the junction of unother drain and with it, South 19 degrees East 150 feet to the South bank of the aforesaid Bultimore Fice; and thence South 75 degrees Test 66 feet to the place of beginning.

It being the same property conveyed to Harry A. Northcraft by Carl R. Criffith and Hillian V. Criffith, 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 thereunts belonging or in anywise appertaining.

- 2 -

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, torether with the interest thereon, in the manner and at the time as above wet forth, and such future advances together with the interest thereon, as may be made by the party of the second part to; the marties of the first part as hereinbeform set forth, and in the realting to an shall perform all the covenants herein on their part to be performed, then this cortage shall be void.

add If is which, that until default is made in the predices, the said in these of the first part may bold and possess the aforesaid property, upon paying in the meantime, all taxes, ascenarious and ublic liens levied on said property, all of which these, mortgage debt and interest thereon, the said parties of the first part hereby povenant to pay when levally demandable; and it is covenanted and acreed that in the event the parties of the first part shall not may all or said taxes, assessments and public liens a high when the same become due and payable, the second party shall have the foll leval right to may the same, together with all interest, penalties, and leval charges thereon, and collect the sub with interest as part of this portgage debt.

But in case of default being made in payment of the north relabet aforecaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mort age, then the entire mortgage cebt 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 hereisbefore set forth, shall at once become due and payable, and these presents are sereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Malter 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 cortage, including such future advances as may be made by the party of the second part to the. parties of the first mart as b reinbefore set forth, whether the sure shall have then matured or not; and us to the sulance, to fay 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 mort agons, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mort $_{t} a_{t} e_{t},$ to keep insured by some insurance company or companies acceptable to the mortgugee or its successors or assigns, the improvements on the hereby portgaged property to the amount of at least Six Thousand Nine Hunared ($_{\psi}6$,900.66) 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 $^{\dot{f}}$ such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the cortgase webt.

TITNEDS the hands and seals of the suid mortgagors.

WITNESS as to both: Send Merry (SEAL) D. J. J. ETHEL M. NORTH CRAFT (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

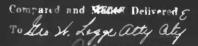
I HEREBY CERTIFY, That on this 2.2.7d day of June, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesuid, personally appeared HARRY A. NORTHCRAFT and ETHEL M. NORTHCRAFT, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; 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 thsrein set forth.

WITNESS my hand and Notarial Seal.



Elizabeth J. Bradfuld UT IN . V. IIJ Commission expires May 2, 1905

and the second sec



FileD AND RECORDED JUNE 23" 1954 at 2:10 P.M.

This Martgage, Made thia 22 No day of JUNE in the

year Nineteen Hundred and fifty -four by and between

Jeres R. Lencester and Bernadine R. Lancaster, his wife,



Set.

s220 (s220

of Allegany County, in the State of Maryland, part 105 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:

· · · ·

UDbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousard & 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 52 per cent. per annum, in the manner following:

By the payment of <u>Thirty-two & 69/100 - - (\$32.69) - - Dollars</u>on or before the first day of each and every month from the date hereof, until the whole of saidprincipal 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) tothe payment of interest; (2) to the payment of all taxes, water rent, assessments or public chargesof every nature and description, ground rent, fire and tornado insurance premiums and othercharges 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 thegranting of said advance.</u>

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 mortgagers 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 in the West end of Frostburg, Allegeny County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at an iron stake standing at the

end of the first line of a tract of ground conveyed by Thomas J. James, Executor, to Mershall Lewis, by deed dated October 14, 1927,

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and recorded amone the Land Records of Alls, any County, Maryland, in Liver No. 150, folio 515, and running then, reversing said part of the This first line (magnetic bearings as of Jure 12, 1968, and with Controntal measurements) South 87 degrees and 31 minutes test 300 sect iron stake, then tarallel to the second line of the aforetentioned Wright' levis tract, Touth 5 digrees and 40 minutes Tast 199 fort to stake of an in in the line of an old fence and at the roirt of ion sit the third line of the aforementioned Marshell Lewis corres, ther measure in sein third line and with an of force Youth So Harmone and Si Houter Wast 200 fast to An iron stake 1100 inf the secon line of the said Lawis sarcel of ground, and reversions set | second line, North 5 depress and 10 minutes West op fast to the testiming containing 1.70 of An Acre, more or less. Dains the same property which was conveyed unto the parties

of the first part by deed of John W. Neal at al dated June 26, 1953 which is recorded among the Land Becords of Allepany County, Maryland

in liber No. 251, folio 377.

"And whereas this mortgage shall also scenre as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the ag-gregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt ing the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

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

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

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

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

Together with the buildings and improvements thereon, and the rights, roads, waya, 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, <u>their</u> hcirs, executors, administrators or assigns, do and shall pay to the said mortgager, 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 irpart to be performed, then this mortgage shall be void.

Hnd it is Egrced 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 defauit 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 Georre 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 neces-say and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days? Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the parynent of all expenses incident to such sale including taxes, and a com-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 mortgagers, heirs or assigns, and in case of advertisement ander the above power byt no sale, one-half of the above commission shall be allowed and paid by the mortgagers, representatives, heirs or assigns. presents are ~ Coor re W

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Andthe said mortgagers, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-gages or its successors or assigns, the improvements on the hereby mortgaged land to the amount at least F ar Tousenc & 00/200 - - - - (\$5000.00 of at least - 37 20032802 & 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 mure 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.

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-mortgagee on or before. Murch 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgage recipts evi-become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all evver-netted way from the indebtedness seemed by this mortgage; (2) to permit, commit or suffer no other way from the indebtedness seemed by this mortgage; (2) to permit, the mortgage may other way from the indebtedness seemed by this mortgage; (2) to permit, the mortgage may other way from the indebtedness seemed by this mortgage; (2) to permit, the mortgage may other way from the indebtedness seemed by this mortgage; (2) to permit, the mortgage may other way from the indebtedness seemed by this mortgage; (2) to permit, the mortgage may other way from the buildings or an increase in the amount of security, or the secures, and at the ception of the mortgage inmediately mature the entire principal and interest to comply the said demand of the mortgage may, without notice, institute proceedings to forcelose this of this nortgage in any action to forcelose it, shall be entitled further provided; (3) and the holder investigate and apply for the appointment of a receiver as beroinafter provided; (3) and the holder investigate and account therefor as the Court may direct; (1) that should the title to the herein mort-is and account therefor as the Court may direct; (1) that should the title to the herein mort-is and provides withen consent, or should the same be encumbered by the mortgage, their heirs and personal representatives and assigns, without the mortgage's written consent, then the whole of aid principal sum shall immediately become due and owing as herein provided; (5

Hitness, the hand and seal of said mortgagors .

Attest:

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madine R. Jan Casteral)

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 22 40 _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,

Tancate (SEAL)

the said mortgagors herein and they acknowledged the aforegoing 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.

LIGFR 305 PAGE 447

ESS my hand and Notarial Seal the day and year aforesaid. 10

Unald I H Notary Public.

the are no Senine Della The H. Linge alt

FILL AND ALCONDED JUNE 23" 1954 at 2:10 P.L.

This Mortgage, Made this 2242 day of JUNE _____in the year Nineteen Hundred and TRANK Fifty-four by and between

D. Chilford Dodfellow and Mary S. Woodfellow, his wife,

Alla tiny ____ County, in the State of _____uryland of part_ies__of the first part, hereinafter called mortgagors__, and First Federai 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:

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unbercas, the said mortgagee has this day loaned to the said mortgagors , the sum of Ten Thousand 2 0./20. - - - - - - (\$10.00.00) -- - - - - - - Dollars,

which said sum the mortgagor s agree to repay in instaliments with interest thereon from

the date hereof, at the rate of 4 per cent. per annum, in the manner following:

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

All that lot, piece or parcel of ground 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-Virw Drive at

e direttasian.

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which was conveyed unto the sarties of the first of the same bolfe low, show, of even date, which is intended to be

- ... on the bind seconds of All- any County, Saryland, similtaneously with

the second of filtere 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 π 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 need/ul 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 rechir and unprovement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor = hereby warrant 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.

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

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors <u>their</u> 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 Harced that until default be made in the premises, the said mortgagor⁵ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor⁵ hereby covenant to pay when legally demandable.

ble in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entre mertgage debt intended to 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 is during the end of the end o

have then matured or not; and as to the balance, to pay it over to the said mortgagors, <u>their</u> heirs or assigns, and 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, <u>their</u> representatives, heirs or assigns.

End 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 mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. Ten Thousand & CO/100 - - - - (\$10000, CO) - - - - - 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 mortgage may effect said insurance and collect the premlums thereon with interest as part of the mortgage debt.

End 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 mortgage 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.

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the nortgagee's written consent, or should the same be encumbered by the nortgagers . their hens, personal representatives and assigns, without the mortgage's written consent, then the whole of said principal and shall immediately become due and owing as herein provided; (5) that the whole of said mortgage dobt 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 aforegoing covenants or conditions for thirty consecutive days.

Withree, the handsand seals of the said mortgagors .

Attest:

SubmisEAL) Fodf. D ay E. Goodfellow (SEAL)

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this 22NO day of JUNE

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

D. Clifford Goodfellow and Mary E. Goodfellow, his wife,

the said mortgagor • herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared. George 4. Leave, 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

to sh Legge acty City

UBER 305 PAGE 450

FileD AND RECUIDED JUNE 23" 1954 at 2:10 P.N.

This Mortgage,	Made this 22 20 day of	JUNE	in the
year Nuction Hundred and fifty		en.	

Seyud F. Durch

of Allegany County, in the State of Maryland, part.y _____ of the first part, hureimatter 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:

· · · · ·

By the payment of <u>Forty 8</u> -0/100 - - - (*40, 00) - - - Dollarson or before the first day of each and every month from the date hereof, until the whole of saidprincipal 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) tothe payment of interest; (2) to the payment of all taxes, water rent, assessments or public chargesof every nature and description, ground rent, fire and tornado insurance premiums and othercharges 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 thegranting of said advance.

Row Cbcrcfore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at L.e 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 L e following real artate situated and lying in or near the City of Cumberland, Allegany Courty, Maryland, the same being Lote For. 59 and 60 of Bannockburn Audition to Cumberland and more carticularly described as follows, to-wit:

Reginning at a point on the Northerly side of Michigan Averus at the end of the first line of Lot No. 58 in seid addition, and Unrolne then with seid Averus South 47 degrees 30 minutes East 80 feet, then leaving seid Averus Forth 52 degrees 30 minutes, Fast 100 feet to Forter Alley, then with seid Alley North 57 degrees 30 minutes, West 70 feet to the end of the second line of seid Lot No. 58, and then with seid second line reversed South 42 degrees 30 minutes, West 100 T 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 B. Sommerkamp, his wife, of even date, which is intended to be recorded among the Land Records of Aklegany County, Maryland, simultaneously with the recording of these presents. HER 305 PAGE 451

"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 as 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 inpaid balance of this

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

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

The said mortgagors hereby warrant ε generally to, and covenant ε 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 <u>sha</u> will execute such further assurances as may be requisite.

 σ ogether 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 mortgager , <u>her</u> heirs, executors, administrators or assigns, do and shail 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.

End it is Egreed 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 necesor assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberiand, Maryland, which sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, 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 under the above power but no sale, one-haif of the above commission shali be allowed and paid by the mortgagers, representatives, helrs or assigns, and in case of advertisement under the above power but no sale, one-haif of the above commission shali be allowed and paid by

Endthe 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 iand to the amount of at least Four Thousand & 00/100 - - - - - - (\$ 000, 00) - - Dollars and to cause the policy or policles 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 llen or claim mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, doff 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 defauit, 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 themseives and their heirs, and personal representatives, do 68 hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts 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 governother 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 mortessee to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the mortgages in the dot hereby secured and the failure of the mortgager is to comply with said demand of the mortgage for a period of thirty days shall constitute a breach of this mortgages, and at the option of the mortgage, immediately nature the entire principal and interest here's secured, and the mortgage may, without notice, institute proceedings to forcelose this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the appointment of a receiver as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the dobt) 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 mortregard property be acquired by any person, persons, partnership or corporation —, other than the to ortgage is written consent, or should the same be enembered by the mortgagers, their heirs and perioreal swritten consent, or should the same be enembered by the mortgagers, their heirs of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage dobt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty conseculive days.

Mitness, the hand and seal of said mortgagors

Attest Maude F. Jusch [SFAL]

State of Maryland, Allegany County, to-wit:

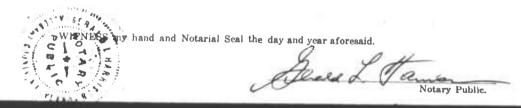
- A.

I hereby certify. That on this 22 NO 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

Maude F. Disch, Widow,

the said mortgagors herein and <u>ECC</u> acknowledged the aforegoing 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.



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This Mortgage, Made this 23. days of June,

m the year Nineteen Hundred and Fifty -four

, by and between

Harold «. Stallings and Dessie Mae Stallings, his wife,

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:

unbecars, the said mortgagee has this day loaned to the said mortgagors , the sum of

SIX	HUNDRED	(\$600.00)	Dollars.
which said sum the mortgagor a		to repay in installments with interest	thereon
from the date hereof, at the rat	e of six per cen	it, (6%) per annum, in the manner follow	ing:

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.

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 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 trect 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. Roed (Nicholes), end said steke standing south 40.5 degrees west 72 feet from the southwesterly corner of the Almer 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 Iroms 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 1.765 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 dice and Anna M. Rice, his wife, unto the said Harold W. Stallings and Dessie Mae Stallings, his wife, by deed dated april <u>9</u>, 1954, and recorded among the Land Records of allegany County, Maryland, in Liber <u>258</u>, folio <u>447</u>.

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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 and the money secured by this mortgage will be used for utilities, this purpose, and in that sense this is a purchase money

B 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.

Cogetber 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 bold the aforesaid parcel of ground and premises unto the said mort-

gagee, its successors and assigns, forever, provided that if the said mortgagor 3, the 1r 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 theipart to be performed, then this mortgage shall be void.

End it is Elgreed that until default be made in the premises, the said mortgagors may hold nnd possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereou, 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 thereou, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall nt 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 thercof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving 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 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 ,thair 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, adminstrators 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

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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 because due or negable, and to produce the require for such accounts within that true to 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 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; commt 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 re-pair, 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 proceed-ings to forcelose 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 mortgager'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 mort-gage 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 aforegoing eovenants 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.

Mittess, the hand and seal of the said mortgagor .

Attest: Thomas Loly Rectande . Harold ...

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 23. 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,

Con FAR

the said mortgagor⁸ herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Riehards, 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 path in due form of law that he had the proper authority to make this affidavit as agent for the sai

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

Commerce and Mailes Recence magel P.a. Bux 32 al

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UBER 305 PAGE 456

Flind AND . CO. JED JUNE 23" 1954 at 3:20 P.M. This Mortgage, Made this 23rd day of from in the year Nineteen Hundred and Fifty-four - - - - - - by and between - - - Walter R. Harden and Catherine M. Harden, his wife. - - -Allegany t.f County, in the State of Maryland, parties of the first part, and Charles W. Yergan and Grace S. Yergan,

Allogany _____ 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 semis-annual balances; and during the con-tinuance 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 prin-cipal and interest are fully paid.

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

give, grant, bargain and sell, convey, release and confirm unto the said parties 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, 1010, and recorded among the said Land Records of Allegany County, Maryland.

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

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

heirs, executors, administrators or assigns, do and shall pay to the said 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 Barced that until default be made in the premises, the said parties

may hold and possess the aforesaid property, upon 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 aforesald, or of the Interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the sald parties of the

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helrs, 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 therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty or assigns; which sale shall be made in manner following to-wit: Dy giving at seast twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-beriand, Maryland, which said sale shall be at public 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 newment of all moneys owing under this morters whether the same shall have been them 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

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

End the said parties of the first part -----

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

Company or companies acceptable to the mortgagees or <u>their heirs and assigns</u>, **EXERCISE** the improvements on the hereby mortgaged land to the amount of at least Five Thousand and 00/100 - - - - - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to mure to the benefit of the mortgagees, <u>their</u> heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith m possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Illitness, the hands and seals of said mortgagors.

Harris Baron Diller Marsen (SEAL) Harris Ravon Catherine M. Harden (SEAL) Catherine M. Harden (SEAL) Catherine M. Harden.

State of Maryland, Allegany County, to-wit:

See Van

I hereby certify. That on this 23 rd 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. R. Harden and Catherine M. Harden, his wife, - - - and they acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Charles W. Yergan, one of - - - -

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

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

Ethal Me Carty Notary Public.

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FilmU whith instrument JUNE 23" 1954 at 3:40 P.M. OF REAL AND PERSONAL PROPERTY This Mortgage, Made this 29ad day of June

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

Chester A. Kanker and Emma Irene Hanker, als wife,

of Allegany

County, in the State of Maryland part 1es 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:

Wabercas, the said Gnester A. Ranker and Emma Irene Banker,

ais 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 mix per cent (6.%) per annum, to be computed monthly on unpaid balances, in payments of at least

r'1f'ty----- 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 thereafter until the whole principal, together with the interest accured thereon, is paid in full, to secure which said principal, together with the interest accuring thereon, these presents are made.

Hnd Wabcrcas, 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 therete

Now Uberefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Shester A. Ranker and Emma Irene

Ranker, his wife.

give, grant, bargain and sell, convey, release and confirm unto the said CUMBERdo LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, 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 Gumberland Valley Addition to Cumberland, and described as follows,

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 Marticular side of take American theorem with the Southerly side of said Westerly side of Lake Avenue; thence with said Westerly side of Lake

IEER 305 PAGE 460

Avenue, North 22 degrees 10 minutes East 55 feet to the place of beginning.

It being the same property which was conveyed to Gnester Allen Hanker and Emma Irene Hanker, his wife, by Maclonia Perrin and Melisa 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 Milegany County, Maryland.

SECOND: 1954 Ford 4 Noor Sedan, Angine and Serial No. A-406141601

Cogctber 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 Diester A. Ranker and Erms 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 <u>Twenty-Six</u> <u>Jundred and Pifty-----Dollars</u> (\$ 2020.00) 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 <u>their</u> nart 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 Hanker, 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 ______ Jheater A. Hanker and Emma Irone

hanker, 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 Chester A. Ranker and

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

And the said Guester A. Ranker and Emma Irene Ranker, his wife,

further covenant to

[SEAL]

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

<u>Twenty-Seven Hundred-----Dollars</u>, 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.

dilittess, the handband sealed said mortgager

Ethel Micharty

Emme dreve Ranker [SEAL]

Chestera Ranker

setane or Satarynami, Allegany County, to-wit: I hereby certify. That on this 29rd day of June in the year ninetcen Hundred and Fifty -four ___, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Jiester A. Ranker and sma Irene Rasker, his wife, they and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Marchis A. Laughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland. the within named mortgagee, and made oath in due form of iaw, that the consideration in said mortgage is true and bona fide as therein set forth, and the said Margus A. Jauchton _further made oath in due form of iaw that he is the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumberiand, Maryland and duiy authorized to make this affidavit, T A WITNESS my hand and Notariai Seai the day and year aforesaid. Ethel Malarty Nglary Public. ٩

TLED AND RECORDED JUNE 23" 1954 at 3:00 P.M.

This Mortgage, Made this

day of

22 nd

Same .

June.

in the year nineteen hundred and fifty-four

, by and between

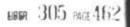
William T. Howser and Bessie E. Howser, his wife,

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



date at the rate of $\exists t \times (5\pi)$ 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-rate quarterly interest hereunder to be payable on 25%

COLLA M REGARDA II EXECUTED TO LECURE PART OF THE PURCHASE MONEY FOR O FORTUFUL EXISTING TENDINE AND CONVEYED AND IS, TREREPORE, A COMMENSIONEY 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

at 1 m 1. light ind Sente E. Jowner, bit with,

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

1 that set on parent of ground struated on the Ext stde of View sinth evenue in the City of Cumberland. Aslegary Jounty, Maryland, being parts of Lets No. 415, 376, 477 and 878 in the Humbled's Addition of Cumberland, and particularly isomethed as follows:

LOGINGING for the same on the East side of Virginia Avenue at a side of an ing free from the intersection of said Avenue with the solt of it of Potimar Street, informing there with said Avenue, the side of a side of the side of a fine drawn perpension and could Avenue will pass through the partition was of the south Sig degrees East 11 feet to the West side of a 10-feet alley, then with said side of said alley, south 361 degrees West 17 feet, the parallel with Potomac Street, North 533 degrees West 110 feet

It being part of the property conveyed by Alma E. Zembower, widow. To Donald D. Utt and his wife, by feed dated only 5, 1949, and recorded in liter No. 225, folio 433, one of the Land Seconds of Allerany County, State of Maryland, said property was subsequently conveyed by the said Donaid D. Utt and wife to the said Montgagors by deed lated the $\mathbf{Z}\mathbf{Z}$ day of June, 1954, and to be filed for record immediately prior to the recording of this Montgage.

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 E1gbt Hundred (S20,O2) - - - 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 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.

18FR 305 MG 463

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thercon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the cutire mortgage debt intended to 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. Eugnes , 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

Elight burdweet (\$210....) - - - - - - - - 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. How (SEAL)

James M Lorley

Bessie E. Houris(BEAL) STATE OF MARYLAND, ALLEGANY COUNTY, IV-WIT:

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Sames Miching

I hereby Certify, that on this 22 day of June hundred and fifty-four

in the year nincteen

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 mitness whereof I have hereto set my hand and affixed my notarial seal the day and year aque gesten.

Compared and Misilat Delivered & To Mager City

UNER 305 PAGE 464

FILED AND ACCURDED JUNE 23" 1954 at 3:00 P.M.

C

This Mortgage, Made this

9 54

day of

in the year nineteen hundred and fifty-four

, by and between

22 2

Channy 1. Toess 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

payable on

in ?

K

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 Flfteen Bundred (\$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 31x (69) per centum per annum, payahle 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

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 Zinginia Avenue in the City of Cumberland, Allegany County, Maryland, being parts of Lots Nes. 475, 476, 477 and 478 in the Humbird's Addi-tion to Cumberland, and particularly described as follows:

BEGINNING for the same on the East side of Virginia Avenue at a point distant 93% 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% degrees East 19-3/4 feet to the be-gluning 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% degrees East 110 feet to the West side of a private Alley 10 feet wide, then with said side of said Alley, South 36% degrees West 19-3/4 feet, then parallel with Potomac Street, North 53% degrees West 110 feet to the beginning.

It being the same property which was conveyed unto the said Mortga gors by Donald D. Utt and wife, by deed dated 22 day of June, 19 and to be duly filed for record among the Land Records of Allegany 1954 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 auccessors 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 (3:500.00) - - 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 Morigage Shall also secure as of the date hereof, future alvances made at the Morigage's option, prior to the full payment of the morigage 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 morigage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost provided by Chapter 923 of the Laws of Maryland passed at the January sodsion 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, hls 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 helrs 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 pald by the mortgagee, and a commission of eight per cent. to the party selling or making said salc, 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 helrs, 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) - - - Doliars, and to cause the policy or pollcles 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 iten or claim hereunder, and to place such policy or policies forthwith in 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.

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WITNESS, the hand and seal of said mortgagor.

T.

Changy March (SEAL) ATTEST: Semes In Soluce Bennes E. Press (SEAL) STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I hereby Certify, that on this and day of in the year nineteen hundred and stift y - the area 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 the to 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 Changes A. Pip r 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. as signation Notary Public 120 Compared and Mailed fatiscover To Magel Barton That July 19 9 9 4 Filed And accounted JUN 5 22" 1954 at 10:50 A.M. This Mortgage, Made this Beventeenth day of June----in the year Nineteen Hundred and Fifty four------ by and between Twul 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: Whereas, The said parties of the first part are indebted unto

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HERR 305 PAGE 467

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 doilars to the order of the party of the second part at The First National Bank of Barton, Maryland. And Mereas, it was agreed between the parties hereto prior to the lending of said money and the givin, of said note that this mortgage should be executed.

How Therefore, in consideration of the precises, and of the sum of one dollar in hand part, 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, -----

we 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 cegrees 32 minutes East 125 feet; thence South 45 degrees 50 minutes Fast 110 feet; thence North 44 degrees 22 minutes East 125 feet to Street cegrees 32 minutes East 125 feet; thence bouth 45 degrees 50 minutes East 11C feet; thence North 44 degrees 22 minutes west 128 feet to the place of beginning. Deing the same property which was conveyed unto the parties of the first pirt herein by deed from Leslie 5. Smith and Bertha M. Smith, husband and wife, dated November 25, 1947 and of record minute the land records of Alleian/ County. Maryland in there record along the land records of Allegany County, Maryland in Liber

Cogether 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-----

ettime and the state or assigns, the aforesaid sum of Cne 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 vold.

And it is Harced 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.

second part, its successors

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

the second property of the second assigns, or Horne . P. Whitwarth, ite-

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, his, her or their hereaand to grant and convey the same to the purchaser or purchasers thereof, his, her or their heira or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberhand. Maryland, which said sale shall be at public auction for eash, 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

contured or not; and as to the balance, to pay it over to the said Derties of the first

Hud 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 1te successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Illitures, the hand and seal of said mortgagors

Attest ". " night standle I would Havelle

Johnson ISTAL x Paul Johnson ******* * The the Johnson (SEAL)

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State of Maryland. Allegany County, to-wit:

- I -

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

LIBER 305 Mars 469

Compared and Malle Meleurs To Mitgee Frosedury ned

.... باز: 6 باغ ، 197 " Wi تا UN فاسد المانين العدة الاستاع THIS MORTGAGE, Made this 21st. June day of , 19 54 , by and between Alexander CONFAD and Iola Morgan CONFAD, his wife,

Frostlurg, Allegany County in the State of Maryland, Mortgagar \boldsymbol{S} , and THE FIDELITY

WHEREAS, the said Mortgagor 8 are justly indefined into the Mortgagee in the full and just sum of Four Hundred and ninety-six = - = - = -20/00 3 496.2 496.20

which is to be repaird on **eighteen** consecutive monthly installments of \$28.00 the date hereof at the other of the soul Margagee. each, beginning mie maith trom

NOW, THIS MOREDAGE WEINESSETH. That in consideration of the greanises and at the sum of One Dadar, the soul going degrant assign and convey unto the sond Moregagee, its successors and assigns in fee simple all that for of ground Mortgagor 8 and promises located on Election District No. 26 of Frostlurg, Allegany County, Maryland known as

108 Orman St., Frostburg, Md. /&/ Lot #11 of Block # 3, Frost's Heirs Addition

and more tudy described in a Deed from Anna M. Neal and others dated July 30, 1945

recorded among Land Records of All*gany County, Maryland , Laber 204 - Fatro 610

TEXETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, aquartenances and advantages thereto belonging or in anywise appertanting.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvement s and apportenances aforesaid unto the said Mittigger B LARK OF FROSTBILGE ALLELANY FUDINTY, MARYLAND, its ancessors and assigns, for ever, provided that if the said Mittigger B LART — here exervines administrators or assign, do — and shall pay or change to be performed, then this mortgage shall be void.

AND, it is agreed that until default he made in the premises the soul Morigagors — may retain possession of the morigaged property upon paying in the meantime all taxes and assessments levied an and property, all of which taxes, mortgage debt and interest thereon and Mortgagor 8 – hereby covenant — to pay when legally demandshie.

AND, the said Morigagor **9** further covenant to keep the improvements on the said mortgaged property fully insured against loss by the and other heards as the said Morigagee may from time to time require, for the use of the Morigagee, in some company acceptable to the Morigagee to the extent of its heir therein and to deliver the policy to the Morigagee.

company acceptable to the Martgagee to the extent of its hen thereon and to deliver the policy to the Mortgage. But in the effect of any default or violation of any covering ar condition of this mortgage, then the entire mortgage debt hereby second at to once the one due and payable, and the Mortgagee, its sure soors or ussigns, or Albert A. Doub, its, his or their duy consistent at to once the one due and payable, and the Mortgagee, its sure soors or ussigns, or Albert A. Doub, its, his or their duy consistent at to once the same to the parchaser, or his, her or their heirs or assigns, or albert A. Doub, its, his or their duy giving at least wenty dey induce at the time, place, manner and terms of sale in some newspaper published in Allegony County all expenses modent to be sale unduing taxes, and a commission of eight per cent 0%, it to the party making said ade, secondly, at the pay it over to the Mortgager **B**. their commission shall be paid by the Mortgager **R**. their **r** representatives, here or assign.

and 8 and seaf 8 WITNESS our

ATTEST Prich M. Rice

Chlegander Carrie (CGISEAL) Alexander Conrad (SEAL) Juca Morgan Contact ISEAL

STATE OF MARYLAND.

ALLEGANY COUNTY, to wit:

I HEREBY CERTIFY, That on this 21st. day of June , 19 54 , before me,

16 24, before me ALEXANDER Conred and ols Morgan Conrad, his wifa, the Mortgager 6 mamed in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act Ar the some two also appeared concerns of they acknowledged the aforegoing mortgage to be their act ALEELANT (a) (NTY, MARYLAND, and made onthin due form of hiw that the consideration set forth in said mortgage is true and the active of furgement of the form of his that the consideration set forth in said mortgage is true and the active of the said and Notarial Seal

PUBLIC ...

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Juf M. Lack

Ralph M. Race

Compared and Marine deerser To Mitgel Insuchurg Mid

LIBER 305 PAGE 470

FILED AND RECORDED JUNE 22" 1954 at 2:10 P.M.

This Mortgage, Made this 2157 day of June in the year

Nineteen Hundred and Fifty-four hy and between

.ILERT ... DOUB, JR., and F.MILLE C. 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:

 DIXTY-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 sconer paid, shall be due 1969

 and payable on the 21st day of July , 1954

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 A. 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:

EECINMING for the same on the Southeasterly side of Weshington 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



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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 Jest 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. 201, folio 383

atong 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 fce 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 ease of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to 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 eash, 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 OQ/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 ilen 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 itens 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 mortgage may, without notice, institute



proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

and a start

That the holder of this mortgage in any action to foreclose it, shall be entitled (without régard 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 aforegoing 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 Beadiust ment Act, as amended, such Act and Regulations issued thereunder and in effect on the date here of ball govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other fastruments 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 blud the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

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(SEAL) al (SEAL) PACHEL K HERIEN

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 2157 day of June in the year Nineteen Hundred and Fifty -four before me, the subscriber, a Notary Public of the State of Maryhand, in and for said County, personally appeared

ALBERT A. DOUB, JR., and FAIMABELLE 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 **Schultz for and the same time**, before me also personally appeared **Schultz for and the same time**, before me also personally appeared **Schultz for and the same time**, before me also personally appeared **Schultz for and the same time**, before me also personally appeared **Schultz for and the same time**, before me also personally appeared **Schultz for and the same time**, before me also personally appeared **Schultz for and the same transformed for and the same time** and bona fide as therein set forth; and the said **Schultz for and the said for and the said Compared for and the said for an and the said for 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 KNIERIEN

Notary Public



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FILED AND . CO. CED JULY 1" 1954 at 3:15 P.M.

This Mortgage, Made this 30th. day of June, in the year Nineteen Hundred and Cour

____, by and between

Ernest T. Lawrence and Mary F. Lawrence, his wife,

of _____County, in the State of _____Maryland,

parties of the first part, and James E. Lease and clizabeth R. Lease, his wife,

of Allegany _____ County, in the State of _____ Maryland,

part iss of the second part, WITNESSETH:

Unbreas, the said mortgagees have this day loaned to the said mortgagors, the sum of LLEVEN 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.

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 <u>strest T. Lawrence and Mary F.</u> 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 McMallen 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 McMallen Highway adjacent to and on the Northeasterly side of the Crossland property and more particularly described as follows, to-wit:

BLGIN.ING at a stake standing at the Southwesterly Corner of Military Lot No. 3487 on the Lasterly side of the McMallen Highway in the right-of-way limits thereor where the Crossland line intersects said right-of-way limits upon said Highway, and running thence South 44 degrees 33 minutes Last 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 limit 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 Lasterly side of McMullen Highway and 180° feet in depth with the width of the Lasterly back line thereof of 90° feet.

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This being the same property which was conveyed by James H. Lease and Elizabeth H. 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 mecords 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 plock 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 srnest 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 Alizabeth R. Lease, his wife, their

executors, administrator or assigns, the aforesaid sum of <u>LLEYEN HUNDED NINE</u>

DULLARD AND FIFTY-NINE CENTS

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

And it is Agreed that until default be made in the premises, the said crnest 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 <u>sinest</u> 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 <u>Thomas Lohr Richards</u> 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 therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at ieast twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland. Maryland, which sald sale shall be at public 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

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	Mary F. Lawrence, his wife, their heirs or assigns and
	a case of advertisement under the above power but no sale, one-half of the above commission
8	representatives, heirs or assigns,
	And the said Arnest T. Lawrence and Mary F. Lawrence, his wife,
11	sure forthwith, and pending the existence of this mortgage, to keep insured by some insurance.
as	signs, the improvements on the hereby mortgaged land to the amount of at least
a an	CLEVEN HUNDRED NINE DOLLARS & FIFTY-NINE CENTS BAKAS ad to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to	mure to the benefit of the mortgagees their heirs or assigns, to the extent
of poi and	their lien or claim hereander, and to place such policy or lienes forthwith in possession of the mortgagee S , or the mortgagee may effect said insurance d collect the premiums thereon with interest as part of the mortgage debt.
No.	Mitness, the hand and seal of said mortgagor s.
At	4 marks
1	tate of Mary Ind
	Mary F Lawrence [SEAL]
	the startitulli,
A	llegany County, to-wit:
	I hereby certify. That on this 30th. day of June.
	the year Nineteen Hundred and four before me the mineral
al	Notary Public of the State of Maryland, in and for said County, personally appeared
	Ernest T. Lawrence and Mary F. Lawrence, his wife,
and	
	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
mor	trange is true and bona fide as therein set forth.
1. 13	D z C
	WITHES my hand and Notarial Seal the day and year aforesaid.
	1612 33423
	Rosalie a. Craffice) Notary Public.

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FILED AND LECORED JULY 1" 1954 at 2:30 P.H. THIS MORTGAGE, Made this Joth 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, WINNESSETH:

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 (54) 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:

EEGINNING 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 25 minutes East 9.1 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 199, 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 minutes East 31 fect to an iron stake, thence North 72 degrees 2° minutes East 99.05 feet to a chiseled V on he 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 he 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 performall the covenants herein ontheir part to be performed, then this Mortgage shall be void.

IT IS AGREED, that is 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 o. default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgage 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 salc, 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 Mortgages, its successors or assigns,

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the improvements on the hereby mortgaged land to the amount of at least \Im venteen Thousand Pive 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 ortheir lien or claim hereunder, and to place such policy or policies forthwith in 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 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.

Cottom Secretary ÷

STATE OF MARYLAND COUNTY OF ALLEGANY

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THE ALLEGANY COOPERATIVE LABOR TEMPLE ASSOCIATION, INC. by - non

TO WIT:

I HEREBY CERTIFY, That on this foth day of former, 1954, before mc, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared formed formula, 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 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.

Bost M.

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FILLD ANDCURDED JULY 1" 1954 at 12:30 P.M..

	s Mortgage,	Made this JOTH day of	JUME	in the
year N	incteen Hundred and fif	ty-four by and bet	ween	
	Setting Tate	le and Mary Jana Ha	tele, 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:

- A -

. . Wibercas, the said mortgagee has this day loaned to the said mortgagors, the sum of Towar Thousand Five Fir.red Fifty & on/100 - - (\$7550.00) - Dollars.

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

By the payment of Forty-cever \$ 79/100 - - - (\$47.79) -

By the payment of <u>PORTV-cever 3 (9/100 - - (87.79)</u> - - - 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 grantum of said advance. ...Dollars granting of said advance

How Observed on the prompt payment of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at Le maturity thereof, together with the interest thereon, the said mortgagors do release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-ing described property, to-wit:

all that lot or arcel of ground situated on the south eice of innered eireet. 10 feet in wigth, crossing the John N. · Foorlaugh Farm, in the town of Corrigansville, Allegany County, State of Varyland, and more particularly described as follows, to-vit: Perinting for the same at a stake standing on the south

eide of an unramed in fost street, suid stake also stands South 25 depress and of minutes West, 50 feet from the end of the second line of that marcel of pround conveyed by John N. Pourbaugh at ux to Crispio E. Varcell at ux by deeddated the 8th day of December, 1949, and recorded in liber "o. 227, folio 290, one of the Lend Fecords of All arony County, and running then with the said south side of the street (Megnetic 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 b degrees and 30 minutes East, 125 fest 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.

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rthurn, his wife, of even ste, which is intended to be recorded smorp

the Land Fecords of Allegany County, Marylard, eimultaneously 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 imortgage delt, but not to exceed in the ag-gregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt ing the costs of any repairs, alterations or improvements to the mortgaged property as provided amendments thereto."

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

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

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

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

The said mortgagors hereby warrant generally to, and covenant with, the said mort-gagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that. 1997 will execute such further assurances as may be requisite.

Cogether 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 e . their the said mortgager e . their constraints and inistrators 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 todr part to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagor g may hold and possess the aforesald property, upon 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 g 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 mortgage, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to soll the property hereby mortgaged, or so much thereof as may be neces-say and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which sale shall be at public auction for cash, and the proceeds arising from such mission of eight per cent, 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 mortgagers, representatives, heirs or assigns.

Endthe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-gagee or its successors or assigns, the improvements on the hereby mortgaged and to the amount of at least Seven Thousand Five Hundred Firty & 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 iien or claim mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End 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

IEEE JUD Ref 45%

Mittess, the hand and scal of said mortgagors .

Attest:

- 1

[SEAL] y Jage Ret Very [SEAL]

State of Maryland. Allegany County, to-wit:

> I hereby certify. That on this JOTH _day of JUNE

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

Phillin J. Matels and Mary Jame Matale, his wife,

the said mortgagors herein and Lhay acknowledged the aforegoing 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.

WTANESS my hand and Notarial Seal the day and year aforesaid. Alar L 3 1 otary Public.

Therman C & cleares, 110 to Hack so tragenteen The

, by and between

PALESSI 2

SPASE

FileD and to Use JULY 1" 1954 at 11:50 A.m.

day of

This Mortgage, Made this in the year Nineteen Hundred and Clfty-Four

Lehoy L. Allen and Daisy Allen, his wife,

Allegany of County, in the State of duryland part. fee of the first part, and Surah a. Brewer

of Mashington County, in the State of Maryland

part y of the second part, WITNESSETH :

Wibercas, 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 Kollars (15,000.00), payable one year after date, with interest from date at the rate of six per centum (6,0) 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.

Row Cherefore, in consideration of the premises, and 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 LeRoy L. Allen and Daisy Allen,

his wife.

give, grant, bargain and sell, convey, release and confirm unto the said do 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, nis 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 by deed dated April 21, 1944, and recorded in Liber 199, folio 500, one of the Land Records of Allegany County, Maryland.

 \overline{u} ogether 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 Lekoy L. Allen and Daisy Allen, his wife,

their heirs, executors, administrators or assigns, do and shall pay to the said Baran A. Brewer, ner

4

executors , administrators or assigns, the aforesaid sum of Five mousand 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 <u>their</u> part to be performed, then this mortgage shall be void.

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

LeRcy L. Allen and Maisy Allen, ais 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 <u>LeRoy L. Allen and</u> Daisy Allen, nis wife, their

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 Lekoy 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

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

UEER 305 PAGE 485

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

ner

Witness, the hands and seaB of said mortgagor s

Attest Levoy L. Allen [Seal] Die 10 J. Allen [Seal] Die 2 Julien [Seal] mis N. Jerry

State of Maryland, Allegany County, to-wit:

NOTARI

to inure to the benefit of the mortgagee

I hereby certify, That on this 21 st day of fun in the year nineteen hundred and <u>fifty-four</u> _, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared Lekoy L. Allen and Daisy Allen, his wife,

they and acknowledged the aforegoing mortgage to be their

act and deed; and at the same time before me also personally appeared Thurman C. Lindsey agent for Saran A. Brewer

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

Joan Jun

* WUTNESS my hand and Notarial Seal the day and year aforesaid.

FILED AND LECULDEN JUNE 25" 1954 at 10:00 A.M. This Mortgage, made this 24 th day of June

s i ma n lite Irene leiman, hir wife,

year Nineteen Hundred and fifij-four , by and between



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

itani en ana o le M. Mirzettler, n's vice,

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

- 1 - - -

Mtore 155 Indhe

WHEREAS. It is the first and first y ad bona fide indected and is the first of the first of Tonee Thousand (15,10,1) is the with a interst the Thousand (15,10,1) is the with a interst the rate of vir endentum and the first of the first the rate of vir endentum first at first less than Fifty (551.1) Dollars each month on first of the less than Fifty (551.1) Dollars each month on first of the less than Fifty (551.1) Dollars each month on first of the less than Fifty (551.1) Dollars each month on first of the less than Fifty (551.1) Dollars each month on first of the state of the stated, the is the stated, the state of the stated, the is the stated and deducted for the payment, and the balance thereof, after deducting the interest, when THEREFORE this ded of motored mitmatch that is consideration of the promises

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 3 do hereby bargain and grant, convey, release and confirm unto the said Mortgagee 3 the following property, to-wit: hereby bargain and sell, give,

In thick pape of ground situated along the Northerly sid-it with Toat leading Northerly from the Winchester Prac, There of Cresaptowm, in Allegany County, Manyland, known as fit No. 1, if the leb-division laid out by John W. Cecil out of the lotted rim by the other heirs of William Ceril out of the fit of Fillo Cril, and purticularly described as follows, - N 1 * 1

HEGINNING for the sume at a stake standing at the North side of Clusty of Fract coal at a stake standing distant Couth 66-3,4 de-west of a fract from the beginning of said whole Lot Nn. 3, it is to Clust H. Cecil and wife ty deed dated December 1, 1929, and not in like No. 160, folio 20 of the land Renords of Allegany may as a mining thence with said side of said road. Bouth 66-3,4 de-west bl fact to the beginning of the lot conveyed by John W. Cecil side to George G. Cecil and wife by deed dated June 29, 1929, and is in like No. 61, folio 71, of said Land Geords; then with the found George G. Cecil of, North P31 degrees West 150 feet to a late, then North 66-3,4 degrees East 50 feet to the end of a line of late to be beginning.

It being the same property which was conveyed unto the said Mortga-by De Jecon. Notional Bank of Cumberland, Maryland, a corporation, by deed dated the Bist 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 323 of the Laws of Maryland passed at the January session in the year 1945 or any aupplement 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 3 shall pay to the said Mortgagee 3 the aforesaid

and in the meantime shall perform all the covenants herein on

their part to be performed, then this mortgage shall be void.

AND IT iS AGREED, that until default be made in the premises, the said Mortgagor 3 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 3 hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee S

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 aaid 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 convenant to insure forthwith, and pending the existence of this mortgage, to keep insured hy 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 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.

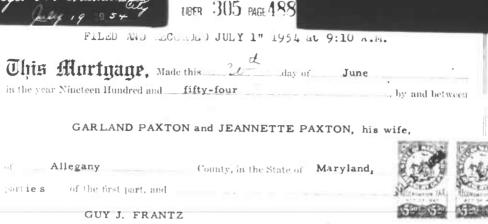
WITNESS the hand and seal of said Mortgagor

Attest Fronge T. Ung his (SEAL) (SEAL) SEAL) (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 24 de	ay of	1.176	, in the year
19, before me, the subscriber, a	Tub!!	of the	State of Maryland,
in and for said County, personally appeared,			
istra , Kis wife,			
the within named Mortgagor : , and acknowle	dged the foregoin	g mortgage to be	the!
act and deed. And at the same time, before me,	also personally ap	peared	VItzmille
and if Kitzmiller, his wif	£,		
due form of law that the consideration in said mo	the within nar	ned Mortgagee	, and made oath in
WITNESS in hand and Notarial Seal the d	iay and year last a	bona nde as therein bove written.	i set forth.
	Au	rge R. Itu	ghis In.

Compared and Mailed Telescoredy To Metger 505 Columbia for



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



Illigrras, 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 morigage shall also server future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amondments, 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 ica 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 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 beionging or in anywise appertaining.

in any which apper tailing.

Frouided, that if the said part is of the first part, their heirs, executors, administra-

tors or assigns, do and shail pay to the said part.y_____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 defauit be made in the premises, the said partian of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes,

2

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 eonvey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mort-gage, whether the same shall have been then matured or not; and as to the balance, to pay it over

to the said 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 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 mortgage 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 mortgage **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 mortgage or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Tituess, the hands and seals of said mortgagors.

Witness

[Seal] JEANNETTE PAXTON [Seal]

Patty ann Dan

Notary Public

State of Maryland, Allegany County, to-wit:

J hereby certify, That on this 30 - 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 aforegoing 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.

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



Compared and Victor D Heredy

To the A. Legge atty aty ہو- ج

FILSD AND SCORDED JULY 2" 1954 at 10:20 A.M.

This Mortgage, Made this 137 day of JUNY

year Non-teen Hundred and fifty-four-by and between Mine as every only tife,

of Allegany County, in the State of Maryland, partlasf 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:

CT 4 2 1



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_in the

unbercas, the said mortgagee has this day loaned to the said mortgagors, the sum of The Englished 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 $5\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of <u>Torty-rever</u> & <u>75/100</u> - - - ($\frac{1}{2}$ /7.75) - 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 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

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

All that lot, piece or marcel of ground, lying and being in Allmany County, Meryland, known and distinguished as Lot No. 162, of "The Howling Green First Addition Amended to Cumberland", a plat of which said educition is filed in Plat Box No. 90, of the Land Hecords of Alleyany County, Maryland, said Lot No. 162 efforesaid, being described more particularly as follows, to-wit:

Beginning st a point on the south side of Long Avenue at the end of a line drawn South 20 degrees 39 minutes 40 fast from the intersection of the east side of Second Street with the north side

. . . . 1. IFT, 1915 _ · , "And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the ag-exceed the original amount hereof provided, the full amount which would make the mortgage debt ing the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

a . .

305 PAGE 491

71. 1114 6 41

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

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

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

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

Conceptor 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 c_1 , <u>their</u> 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 onthe 1r part to be performed, then this mortgage shall be void.

Hnd it is Harced that until default be made in the premises, the said mortgagore may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage deht 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 Inter-est thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be neces-say and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said ale shall be at public auction for each, and the proceeds arising from such make to apply first, to the payment of all expenses incident for each, and the proceeds arising from such makes on or eight per cent. to the party selling or making said sale; secondy, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the haiance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no saie, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-source of the source of an insurance company or companies acceptable to the amount

of at least $\sqrt{5}$ T. THERE Five Herored & $(5/160 - (1250 . 0^{\prime}) - 0^{\prime})$ - 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 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.

as now be necessary to protect the mortgage under the terms and conditions herein set forth. In consideration of the premises the mortgagers, for themselves and their heirs, and persons mortgages on or before. March 15th of each year its recipts evidencing the payment of all have denote the and payable and to pay and discharge within ninety days after the same shall be payment of all thems for public improvements within ninety days after the same shall be payment of all thems for public improvements within ninety days after the same shall be payment of all thems for public improvements within ninety days after the same shall be payment of all thems for public improvements within ninety days after the same shall be payment of all thems for public improvements within ninety days after the same shall be payment of all thems for public improvements within ninety days after the same shall be payment of the derivation of said property, or any part thereof, and upon the failure of the pay from the indictedness secured by this mortgage. (2) to permit, commit or suffer no pay from the indictedness exerned by this mortgage. (2) to permit, the mortgage may pay from the indictedness exerned by this mortgage. (3) to repair, the mortgage may pay from the indictedness exerned by this mortgage. (4) to repair, the mortgage may pay for the devision of the nortgage may, without notice, institute proceedings to forcelose it, be appointment of a receiver, as herein and the neutre principal and interest pay security for the devision to forcelose it, shall be entitled (windut regard to the herein mortpay security for the devision to forcelose it, shall be entitled (windut regard to the herein mortpay of this mortgage in any action to forcelose it, shall be entitled (windut regard to the herein mortpay of this mortgage in any and assigns, without the mortgages by withen one stagers, their heirs pay be property be acquired by any person, persons, partnership or emored by the mortgagers, their heirs pay of pr

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Withtess, the hand and seal of said mortgagors.

Attest: Colum Pl [SEAL] mina a. ayers [SEAL]

State of Maryland, Allegany County, to-wit:

· · · ·

I hereby certify. That on this 157 day of 1044

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

Celvir P. Ayore and Mine A. Ayore, his wife,

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

the said mortgagors herein and they acknowledged the aforegoing 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.

> Bener I I and Notary Public.

URER 305 PAGE 493

Corr and and Lease 1 Her st. Large atty ati

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FILED AND RECORDED JULY 2" 1954 at 10:20 A.M.

This Mortgage, Made this 137 day of JULY _in the year Nineteen Hundred and fifty -four by and between A TON Alvin F. Drew and Delcie K. Drew, his wife, 1911 Z,

of Allegany County, in the State of Maryland, partige of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body 220 192 corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

151 Wabercas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousand Two Hundred Fifty & 00/100 - - (\$4250.00) - - Dollars, 220152 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 <u>Thirty-four & 72/100 - - (\$34.72) - - - Dollars</u>on or before the first day of each and every month from the date hereof, until the whole of saidand the said installment payment may be applied by the mortgagee in the following order: (1) toof every nature and description, ground rent, fire and tornado insurance premiums and othersaid principal sum. The due execution of this mortgage having been a condition precedent to thegranting of said advance.</u>

How Uberefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the sald indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-

All that piece or parcel of pround, situated, lying and being on the Southwesterly side of Templey Avenue in the City of Cumberland, Allegany County, Maryland, and comprised of Lot No. 129 and one-half of Lot No. 137, as laid out on the plat of Dilfer Ferms Addition to the City of Cumberland, a plat of which said addition is recorded among the Land Pecords 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 Tampley Avenue, said point being North 54 degrees 13 minutes West 225 fiet from the intersection of the Southwesterly side of Tampley Avenue with the Northwesterly side of Holland Street; and running then with the Southwesterly side of Tampley Avenue North 54 degrees 13 minutes West 75 feet; then at right angles with said Avenue and with the division line between Loty No. 138 and No. 139, South 35 degrees 47 minutes West 150 feet; then at right angles and parallel to seid 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, deted the 16th day of September, 1952, which is reconded among the Land Fecords of Allegany County, Maryland in Liber "c. 2^{1,1}, folio 161.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the ag-gregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for pay-ing the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional 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 needtul and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained. Mortgagors covenant

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

The said mortgagors hereby warrant generally to, and covenant with, the said mort-gagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbranees, 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, rowaters, privileges and appurtenances thereunto belonging or In anywise appertaining. roads, ways,

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 , <u>thatr</u> 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 owtheirpart to be performed, then this mortgage shall be void.

End it is Egreed 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 mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesald, or of the inter-est thereon, in whole or in part, or in any agreement, eovenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby deelared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Levge, 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 neces-say and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses Incldent to such sale including taxes, and a com-mission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moncys owing under this mortgage, whether the same shall have then matured or not; and as to the balanec, to pay it over to the said mortgagors, helrs or assigns, and in case of advertlsement under the above power but no sale, one-half of the above commission shall be atiowed and paid by the mortgagors, representatives, helrs or assigns.

Endthe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-gagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount

of at ieast Four Thousand Two Hundred Fifty 400/100 - - - - - Doliars 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 iien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee debt mortgage debt.

End 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 hereby all profile appropriate and profile account of failing due from said premises after default under

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LIBER 305 PAGE 495

the terms of this morigage, and the mortgagee is hereby anthorized. 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.

as may be necessary to protect the mortgage under the terms and conditions herein set forth. In consideration of the premises the mortgages, for themselves and their heirs, and person-nortgages on or before. March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgage recipts evi-become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall need to be the mortgage or note or in any other way from the buildings or an increase (2) to permit, commit or suffer no other way from the indeficiences secured by this mortgage (2) to permit, commit or suffer no nertfagers of the keep the buildings on said property, or any part thereof, and mono the failure of the dowand the innovation of said property in good condition of repair, the mertgage may how there, and at the option of the mortgage for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgage may without notice, institute proceedings, to foreclose this of this mortgage in any action to foreclose, it, shall be entitled (without regard to the sequence) and the indegrate of the appointment of a receiver, as hereinfully the title to the herein mer-mortgage, and apply for the appointment of a receiver to collect the rest and profits of said of this mortgage in any action to foreclose, it, shall be entitled (without regard to the sequence) when the indegrate and assigns, without notice, may here herein provided; (3) and the holder and streages is written consent, or should the same be encounded to the cortgagers, their being of said property. Le acquired by any person, persons, partnership or corporation — other than the isotrace with expresentatives and assigns, without the mortgage by written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the oball person

Mitness, the hand and seal of said mortgagors.

Attest [SEAL] lie K. Drew [SEAL]

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this 157 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 aforegoing 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.

TYNESS my hand and Notarial Seal the day and year aforesaid. 04 General Ha ~ HAR0, Notary Public.

Compared and concerns E Takes the Lagge atty City

LIBER 305 PAGE 496

FILED AND RECORDED JULY 2" 1954 at 10:20A.M.

This Mortgage, Made this 1st day of Juny

year Nineteen Hundred and fifty -four by and between

Helen V. King



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in the

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:

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UNDERGAG, the said mortgagee has this day loaned to the said mortgagors, the sum of <u>Fifteen Huncred Fifty & $20/10^{\circ} - -$ (\$1550.00) - - - - Dollars</u>, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of <u>51</u> per cent. per annum, in the manner following:

By the payment of <u>Twenty 3 00/100 - - (20,00) - - Dollars</u> 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 **Ubcrcfore**, in consideration of the premises, and of the sum of one dollar in hand 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 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 Doad about 14 miles Fortheasterly of the City of Cumberland, Allerany County, Maryland, Known as Lots Nos. 127 and 128 and Lots Nos. 147, 149 and 149 Section A as shown on Amended Flat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, recorded in Plat Case Box No. 98 of the Land Records of Allegany County, Maryland, said Lots Fos. 127 and 128 being described in one parcel and Lots Nos. 147, 148, and 149 being described together in one parcel as follows:

Lots Nor. 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 3th 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 3th 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 Noe. 1^{16} 7, 1^{16} 8 and 1^{16} 9: 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

LIBER | 305 | PAGE 497

action A in said Addition, and minning then with the forth-rly side of Pern Street North 50 d price 30 minutes West 120 feet, then North 39 decrase 26 minutes Fest 1323 feet to the Southerly side of an Alley, t en with said Alley South 50 depress 34 minutes Fast 120 feet to the Factorly side of this first mentioned Alley, and they with this Alley South 39 degrees 26 minutes West 132; feet to the clace of beyinging. Being the sure cromenty click use conveyed into Mis. Weler Virvinie King - down from Poy L. Here r and Katie A. Mortor, his life,

stea June 9, 1949 and recorded in Liver No. -25, folio 299 Land

Records of Allegeny Courty, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the ag-gregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt ing the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

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

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

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

Cogctbet 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 bold the above described land and premises unto the said mortgagee,

its successors and assigns, forever, provided that if the said mortgagor , <u>her</u> 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.

End it is Egreed 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 5 to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the inter-entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be neces-say and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, 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 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.

HnOthe 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-



gages or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least F1fters Handrad F1fty $\pm 00/100 = -$ (\$1550.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to hereunder, and to place such policy or policies for the so framed or endorsed, as in case of fire, to hereunder, and to place such policy or policies for thwith in possession of the mortgagee, or the mortcages may effect said insurance and collect the premiums thereon with interest as part of the mortcage debt.

Bno the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do as hereby set over, transfer and assign to the mortgagee, its successors and assigns all muts 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 much be necessary to protect the mortgage under the terms and conditions herein set forth. under such default.

as near the necessary to protect the nortrage under the terms and conditions herein set forth. In consideration of the premises the mortgagors, for themselves and their heirs, and person-mortrages on or before. March 15th of each year its recipte evidening the payment of all law-fully imposed taxes for the preveding calendar year; to deliver to the mortgages recipits evi-title imposed taxes for the preveding calendar year; to deliver to the mortgage recipits evi-ties and payable and to pay and discharge within ninety days after the same shall be norted and payable and to pay and discharge within ninety days after the same shall be into the individedness secured by this mortgage; (2) to permit, commit or suffer no varies impairment or all here for public improvements within annety days after the same shall be used from the individedness execured by this mortgage; (2) to permit, commit or suffer no varies impairment or determention of said property, or any part thereof, and upon the failure of the statil be removed to the delt hereby secured and the failure of the mortgage. To comply its way from the individence may, without notice, institute provided; (3) and the holder is used, and the contrages for a period of thirty days shall constitute a breach of this is all did and and of the mortgages (1) and the failure of the mortgages to foreclose the is used, and the exploint of a mericine related water provided; (4) and the holder is used and the subtrage may, without notice, institute provided; (4) and the holder is used and proved to a subjective the scatter of the adequacy of its scatters in any action to foreclose it, shall be entitled (which resard to the herein mort-ing of the mortgage, be assumed and used in the individence in our states, wither mannee, without is a scatter of the dolit) to the appointment of a receiver to collect the resits and profiles of shall be consisted for the dolit) to the appointment of a receiver to collect the resits and profiles of shall be consisted be any person person, per

Witness, the hand and seal of said mortgagers

Attest Helen V. King [SEAL]

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this 137 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 sha .acknowledged the aforegoing 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.

and not			
Swirness my			
	hand and Notarial Sea	I the day and year aforesaid.	//
The Part		Aboutt	S.
4.7.8		a the start the	Notary Public

20.41.00

Compared and Valled Delivered, To they St. Legge atty atty

TO

FILED AND AND JULY 2"1954 at 10:20 A.M. This Anterna

ering muttigaüb'	Made this ST day of	JULY
year Nineteen Hundred and fift	ty -four by and between	
Stonhan M. H	y which is the end	

Stephen M. Movek and Roce A. Novak, his wife,

of Allegany County, in the State of Maryland, partime 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 & 0c/10c - - - - (130c0.00) - - - - 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 - - (\$67.03) - - - 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 pald, 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 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 Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at Le maturity thereof, together with the interest thereon, the said mortgagors do release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-

All those lots, pieces or percels of ground lying and being on the northerly side of LAVale Court known and designated as wart of lot To. 141, whole Lot No. 142 and part of Lot Mo. 143 in LaVale Boulevard Court Addition, LaVale, Allepany County, Maryland, a what of which said addition is recorded in Liber No. 1, folio 75 one of the Plat Becords of Allepany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Baginning for the same at a point on the northarly side of LaVale Court, said point being distant North 48 degrees 20 minutes West 426.6 feet from the intersection of said side of said LaVale Court with the westerly side of Atlantic Avenue, and running then with said side of said LaVale 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



first set by sets of 5.H] r. . 7. Cover and Ethel M. Cover, his for any sta, which is intended to be recorded amon, the Land 1.1.0 5. Fight of All's any County, Maryland, simultaneously with the re-" three managete. e ral

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the ag-gregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for pay-ing the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amountments therete."

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

It is agreed that the Mortgagee may at its option advance sums of aloney at anytime for the payment of premiums on any Life Insurance policy assigned to the Martgagee 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 nuppid balance of this indebtedness. indebtedness.

The Martgagors covenant — ta maintaia all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and conditian, 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 af 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-gages that the above described property is improved as herein stated and that a perfect fee simple title is coaveyed 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.

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

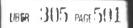
To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor ε , their the same heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid 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 T Thart to be performed, then this mortgage shall be void.

Rnd it is Bgrccd that until default be made in the premises, the said mortgagor a may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, martgage debt and laterest thereon, the said mortgagor a hereby cavenant to pay when legally demandable.

But is case of default being made in payment of the mortgage debt aforesald, 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 ance 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 thereoffer, to self the praperty hereby mortgaged, or so much thereof as may be neces-suy and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner fallowing to-wit: By giving at least twenty days' notice of the time, pince, manner and terms of sale in some newspaper published in Cumberland, Muryland, which said sale shall be at public auction for cash, and the proceeds arising from auch sale to apply first, to the payment of nll expenses incident to such sale including taxes, and n com-mission of eight per cent. to the party selling or making said sale; secondly, to the payment of all maneys owing under this mortgage, whether the same shall have then matured or not; and ns to the balance, to pay It over to the said mortgagors, helrs or assigns, and In case of ndvertisement under the above power but no sale, one-hnlf of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-gagee or its successors or assigns, the improvements on the hereby mortgaged iand to the amount of at least Three Thousand $\& 00/10^{\circ} - - - (\$3000.00) - - - - Dollars$ and to cause the policy or policies issued therefar to be so framed or endorsed, as in case of fire, toinure ta the benefit af the markagee, its successars or assigns, to the extent of its lien or claimhereinder, and ta place such policy or policies forthwith in possession of the mortgagee, or themortgagee debt.mortgage debt.

End 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 fniling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, that take charge of said property and collect all rents and issues therefrom pending such proceedings



rtunge under the terms and conditions

As now be necessary to prove the mortgage under the terms and conditions herein set forth.

Witness, the hand and seabof said mortgagors .

Attest:

[SEAL] 61 Koul link (SEAL) 13 .

State of Maryland, Allegany County, to-wit:

> I hereby certify, That on this 137 day of Juny

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. Novek and Bors A. Novek, his wife,

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



my hand and Notariai Seal the day and year aforesaid.

Notary Public.

Connared and Mailed Detromotor

LIGER 305 PAGE 502

FILED AND ACCOMMEND JULY 2" .954 at 11:30 A.M. THIS CONTRACT, Made this <u>104</u> day of **July** 1954, by and between JaCK L. (UnitaY and LaUKA 7, AURRAY, his wife, of alloying County, Faryland, partles of the first part, and TAK THAT DATIONAL OUT OF OUT WARLAND, a tanking corporation, duly by anized under the land of the United States, party of the second pert, 107 MADETTER

This as, the parties of the first part are justly and then file initial unto the party of the second part in the full and just sum of Fourier's Thousand (al4,CCC.CO) Ipilars, with interest from date at the rate of four one one-half per cent (4.5%) per summer, which waits can be part of the purchase price of the property hereinister described, and this cortgage is hereby declared to be a furchase toney corteand, and which hald sum the main parties of the first part covenant and agree to pay in equal monthly installments of One Summed Seven Ipilars and Ten Cents (1007.10) on account of interest and principal, beginning on the sum of the every forth thereafter until the wishes of old d principal sum and interest is paid. The sum conthey payseds shall be a cilied, fir t, to the payment of interest, and, secondly, to the payment of principal of the cortgage incobtenees.

.00", THEREBURG, THIS CORTANSE TITLESSETH:

That for and is consideration of the premines and of the sup of One (.1.00) bollor is here paid, and is order to recure the provide payment of the said indebtedness, together with the interest thereas, and is order to recure the promot 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 isotopic indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars and not to be made is an drount which would cause the total mortgage inductedness 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 essigns:

ALL that lot, piece, or parcel of land situate, lying, and being on the south side of the Old Mational Pike (now Braddock Road), in Election District No. <u>6</u> in Allegany County, Maryland, and which said parcel is more particularly described by metes and bounds, courses and distances, as follows, to-wit:

woll InG for the slid arcel of land at the surrety merch r stunding on the moutherly flue of rucuber bud who keing to. 3. 4°5.2) and 2 300.49 about one will retwardly from the City lights of Guiterian; uni running thence sith the taid moutherly wide of rations one, Journ FA we meet 24 minutes must 110.00 feet to chiers's chirter 3 50 .00 and & 500.00 uni which said fairder stance it to prove thrig core ripfiet we. 1 of the Dewey F. Clubba printy of reprock doug is grown on therecorded of that said crosert;; and remain the said vesterly line of said lot So. 1 and which said like leaves Bru dock Rood, Bouth 1 servee 12 rinutes fort 130 feet to the end of suid line of it. Intersection with the we terly line of Lot No. 17 of said propert; and thence constructing a new sivision line over and across a part of the whole parcel of which this is a part, North so degrees 4° minutes West 12° feet, fore or leas, to a stake standing in the westerly division line of the said viole property; and running thence with the remainder of suid line, Forth 9 degrees 59 minutes must 140 feet, more or less, to the place of teginning.

It being the same property conveyed in a deed of even date herewith by bevey P. Clayton and Blanche I. Clayton, his wife, to the said parties of the first wirt, and intended to be recorded around the Land Records of Allegany County, Baryland, simultaneously with this rortage.

TOCETTER 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 doed.

PROVILED, 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 (414,000.00) 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



coverant to pay when legally demandable; ind it is covenanted and agree that in the event the parties of the first part shall not pay all it said takes, accessents and public liens as and when the same become due and public, the second party shall have the full legal with to pay the same, together with all interest, penalties, and is denoted thereon, and collect the same with interest as part of this contrary with.

out is case of default tein, made is payment of the Forth the labt (foresaid, or of the interest thereon, in whole or in firt, or ill any present, covenant or now ition of this contrage, the the entire port is ught intended to be hereby secured, isoludin such future evances as may be made by the party of the amoond part to the ourties of the first part as hereinbefore set forth, shall at suce sensite due and jayable, and there presents in delety decl rea to is made in trust, and the slid party of the the sart, it's succes ors or assists, or Walter C. Capper, their a ly constituted attor ep or agent, are acrety authorized and encovered at any time thereafter, to sell the property hereby cortroped, or to much thereof as may be necessary, and to grant and convey the same to the funchaser of purchasers thereof, his, her, or their heirs or addidus; which sale shall be made in manner following, to-wit: By giving at least trenty days' notice of the time, place, cannor all terms of sale in some newspaper published in Allegany County, Laryland, which said sale shall be at public auction for cush, 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 makin' suid sale; secondly, to the payment of all moneys owing under this mortgale, 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 Fourteen

- 1 -

UBER 305 PAGE 505

Thousand (114,000.00) bollars, and to cause the policy or policies issues therefor to be so framet or successed as, in case of fire, to inure to the senefit of the northwhee, its successors or assigns, to the extent of its or their lieb or claim hereunder, and to place such policy or pullies forthwith in possession of the morthwhee, or the outware may effect suit insurance and collect the previous thereon with interest to part of the morthwhee with.

TIT. Low the manual and world of the raid forth tor...

ack K. Murray

Laura U. Tourray (ST. 1)

(JE.I)

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'IThing up to noth:

T. U. Hay

STATE OF MARYINEL,

ALLEGATU CONTRY, to-wit:

× ELT

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I I DEEP OERTIFY, That or this M CLy of Min 1954, before to, the subcoriter, a lotary fublic is and for the State and County aforeseid, personally appeared JaCh L. Jürkay and LAULA V. DURAN, his wife, and each boxnowledged the aforegoing mortgade to be their respective act and doed; and at the same tille before me line personally appeared allaNCE W. TINDAL, President of The First Mational bank of Cumberland, the within named mortgagee, and made both in due form of law that the consideration in said mortgage is true and bong fide as therein set forth.

MIT.225 my hand and Notarial Seal.

Elizabet & Brafiel My Commission expires May 2, 1955

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LIGER 305 PAGE 506

FILED AND RECORDED JULY 2" 1954 at 11:55 A.M.



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 Π

- - 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 part ics 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

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.

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

NOTE 305 PAGE 117

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 part to be made and done, then this mortgage shall be void. And the said part is s 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:

per cent interest thereon, payable in 139 monthly payments of not less than \$55.00 on or before the 2nd day of each month hereafter until the whole of the said principal debt and each. 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, 19 66.

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.

To pay all taxes due and assessments legally levied on the said property, which have SECOND: 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 convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptfurther convenant to insure forthwith, and able to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the Fifty-five Hundred and 00/100 - - - - (\$5500.00) - - - Dollars. amount of at least And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said part is a 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 hcreby 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:

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

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

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

Test: Patty linne Danis

(SEAL) (SEAL)

State of Maryland,

Allegang County, to wit:

3 hereby certify that, on this 2nd day of from July, 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 aforegoing mortgage to be their act, before me, also personally appeared Clement C. May and they act: and at the same time.

an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the aforegoing mortgage is true and bona fide as therein set forth: and the said Clement C. May oath that he is the Secretary and agent of the said mortgages and duly authorized by it to

and agent of the said mortgages and duly authorized by it to



Patty in liance Notary Public

In witness whereof. I have hereunto set my hand and affixed my Notorial Seal this 2nd day of July, 1954



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FILED AND RECORDED JULY 2" 1954 at 11:55 A.M.

PURCHASE MONEY

This Mortgage, Made this 2nd day of trans 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 part y 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 part y 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 part y 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 decrees 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 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, foads, 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 aix

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 <u>August</u>, <u>1954</u>, 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 convenant 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 <u>Thirty-two Hundred and 00/100 - - - - Dollars</u>. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

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

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

SECOND: To the payment of all ciaims 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.

macaseader

IRENE VIOLA BILLARD (SEAL) (SEAL)

LIGER 305 PAGE 510 State of Maryland, Allegany County, to wit: I hereby certify that, on this 2nd day of MANNE July, 19 54 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, perbefore me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, per-sonally appeared Irene Viola Billard and she acknowledged the aforegoing mortgage to be her act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgage, and made oath in due form of law that the consideration mentioned in the aforegoing mortgage is true and bona fide as therein set forth: and the said Clement C. May and gasent of the within a solution of the said mortgage and the said bona fide as therein set forth: and the said clement C. May did further in tike manner, make outh 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 Junex July, 1954. Patty and Dania Notary Public i had g NOTARL Compared and Mailed Boccesch To Mager Fraschurg Md FILED AND RECORDED JULY 3" 1954 at 8:40 n.M. This Mortgage, Made this 1 At _____ day of 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 part is _____ 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 sk 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 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 uccessors and assigns, as and when the same is due and payable.

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LEER 305 PAGE 511

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annetized Code of Maryland (1959 Editor.) as repealed and re-enacted, with amendments, by Chapter 223 of the Laws of Maryland, Ed5, or any future amendments thereto.

Now Uperfore. in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the matority 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_______

à.

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

ALL those lots, piecea 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. Wilaon, 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 deeda are duly recorded among the Land Records of Allegany County, Maryland, reference to which deeda 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.

Frouided, that if the said part ics of the first part, their heirs, executors, administra-

tors or assigns, do and shall pay to the said part y_____ of the second part___its_successors_____

everation comparison or assigns, the aforesaid sum of ______

m for La Locoechier and the source of the second and the source of the s

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 berein on their

herein on their 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 partices of the first part hereby covenant to pay when legally demandable.

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

due and payable, and these presents are hereby declared to be made in trust, and the said part y_____

of the second part. its successors networks and assigns, or

COBEY, CARSCADEN and GILCHRIST 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 sale shall be at public 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 sald part ies_of the first part_, their helrs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed

and paid by the mortgagor a, their representatives, heirs or assigns.

And the said part ica 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 successors

acceptable to the mortgagee or ita/assigns, the improvements on the hereby mortgaged land to The amount of at leasy 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 beins or

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

Withess, the hands and seals of said mortgagors.

Witness: to to Bath)

- uty micadd

Lewis R. LEPLEY [Seal] MARY JANE LEPLEY . [Seal]

State of Maryland, Allegany County, to-wit:

Ver de

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I hereby certify. That on this / At 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 aforegoing 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

burt fage is true and bona fide as therein set forth., and further made oath that he is the b ashie of said Bank and duly authorized by it to make this affidavit. -

3. HINESS my hand and Notarial Seal the day and year aforesaid.

Ruth M. Jose Notary Public

Compared and Mailed Incourse To Magel Irouchurg The

HER 305 115 115

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.... مار: 5 ته ب 19% لا تال دعلت الله، دهند .

THIS MORTGAGE. Made this and. July, 1954 Emma C. WINNER, a widow,

Frostburg, Allegany County

of Frostburg, Allegany County , in the State of Maryland, Montgagor , and THE FIDELITY SAVINGS BANK OF FROSTRERG, ALLEGANY COUNTY, MARYLAND, Montgager WHEREAS, the sind Mortgagor is justly indebted unto the Mortgagee in the full and just sam of

Six Hundred and sixty-three - - - - - - - - 10/00

., 663.10 sixteen which is to be repead to **sixteen** consecutive monthly installments of § 41.50 -the date hereof if the effect of the soul Multipage cub, beginning one month from

NOW THIS MORTGAGE WITNESSETH. That in consideration of the promises and of the sum of the bollar, the suid good **down** yind resign and convey unto the and Mortgagee, its successors and assigns in fer simple all that lot of ground Mortgagor doste print Mortgagor does a not cosign and convey into the and Mortgagee, its successors and assigns in for s and prenice located in Election District No. 26 of Allegany County, Md. . кномп. д.,

The Albert J. Winner Farm

ad more fully described in a Deed from George Stern, Trustee dated April 25, 1935

recorded many Land Boards at Allegany County, Maryland Latter 17× Fond 416

TOGETHER with the buildings and improvements theren, on and the rights, alley , ways, waters, privileges, apportenances and advantages thereto belonging or in anywise apportanting

TO HAVE AND TO HOLD the said lot or parcel of ground with the unorsystem is and appartenances aforesaid into the said THE FIDEDITY SAVINGS BANK OF FROSTBERG, ALLEGANY COUNTY, MARYLAND, its successors and using is an include provided that if the and Mortgagor the same include provided that if the and Mortgagor the successors and insight to a solutions administrators or assigns, de **S**² and islaff pay are and be paid to the said Mortgago, its successors and insight to ator said indebtedness, logeller with the interest thereon as and when the same shall become due and payable and, in the new nume, do **S**² and shall perform all the covenants herein on her port to be performed, then this mortgage shall be void.

AND it is accord that until default he made in the premises the sold Mortgagor — inay retain possession of the mortgaged property all of which taxes, mortgage debt and interest thereon sold Mortgagor — hereby covenant 5 — to gay when legally demandable. AND, the sold Mortgagor — hereby covenant 5 — to gay when legally demandable. AND, the sold Mortgagor — hereby covenant 5 — to keep the unrow ments on the sold mortgaged property fully insured egainst loss by fire and other hazards as the sold Mortgager may from time to time require, for the use of the Mortgagee, in some only a coptable to the Mortgage to the extent of its heil thereon and to defiver the pole to the Mortgagee.

Sumpleasy acceptable to the Mortgage to the extent of its hen thereon and to deliver the poncy to the Mortgage. This solution of any covenant or condition of this mortgage, then the entire mortgage delt hereby constituted attorney or agent, are hereby empowered at any time thereoffer, to sell such add property, or so much thereoff as may be seen of shall to one cy the some to the purchaser or his, her or their here or assign. To the side shall be mide as follows. By groug it lead to one cy the some to the purchaser or his, her or their here or assign. To the side shall be mide as follows. By groug it leads twenty days in due of the tone, ple e nonner and it one sole is some as signer published in Allegony County. Maryland which sale is chosed as the one to including taxes and a commission of each per constant to deply. This, to the poyment of all momes owing inder the monte and a commission of each per consistent of and as to the balance, here or assigns, and in core of addectasement but no sele, one-half of the above norms on shall be factly the Mortgagen. Her here or assigns, and in core of addectasement but no sele, one-half of the above here on shall be factly the Mortgagen.

WITNESS houd	and ed		
ATTEST		Emma C. Winne	(SEAL)) Territoria (SEAL) PT
Ralph M. Hace	Non-Convion TAX		(SEAL)
STATE OF MARYLAND,	55		
ALLEGANY COUNTY, to-wil			
I HEREBY CERTIFY, That on	this and day of	July, 1954	. 19, before me,
the Abserbies, a Notary Public of the S	tate and County aforesald, personal County aforesald, personal Country of the second sec	sonally appeared	
the Theorem named in the store	going mortgage and she	acknowledged the aforegoin of THE FIDELITY SAVE	ig mortgage to be her bot NGS BANK OF FROSTREIRC

The ane part also appeared Structor OCCOUNT Treammer of THE FIDELITY SAVINGS BANK OF FROSTBURG. ALLERANN (FT) TTPAMARYLAND, and made oath in due form of law that the consideration set forth in sau nurrigage is true as therein set forth /G. Alvin Kreiling/ As true Saving Mand and Notarial Seal.

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1.32

Ralph M. Race Notary Public

Compared and Mailed Sallesson & To Mulgel Cety

LIBER 305 PAGE 514

This Anntgage, Made this 24 day of 21

in the year Nineteen Hundred and ______, by and between

e trong 1980 a General de Pre



of _____County, in the State of ______

of _____County, in the State of ______i.i.i

part _ _ _ of the second part, WITNESSETH:

do

Whereas, that is a like and Glauge L. Lee, the alie, stand in the insta the first fathers. Name of Conterlart, a corportion, the father is a last sum of the Thousand (Cl.000.00) stater, the ther vith inter at ther on at the rate of six (0.0) for enturing resolution as evidenced by their joint and by the rest intervation as evidenced by their joint and by the rest intervation as above include. The aforesaid optimized in evidence, believe and the revised their joint that the rise intervation as above include. Evil the contactor of Nineberg Delters and the intervation (1.34) certainer conth, where 2^{-1} pay of each and every nonth is of r, from which remembly remember the interest is to be intervation of the remembly remember the interest is to be intervation.

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 there-

of, together with the interest thereon, the said _______ inverses N. Lee and Clear, D. 1999,

is site,

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

. Mitteril and of Curterland, a corporation, its suc essons

huick and assigns, the following property, to-wit: All that lot or parcel of round ituated near what is known as "Mexico Farms" in Allegany County, Itute of Noryland and more particul rly described as follows, to-wit:

BiGINING 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 53%, one of the Land Records of Allegany County, sail 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 50 minutes West 208 feet to a stake, thence South 38 degrees and 50 minutes West 208 feet to

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HEER 305 PAGE 515

a stake standing on the second line of the digrementioned Joberh Taker ford, thence with said line, wouth 63 degrees and 45 minutes That 20% fort to the boginning, contrining one agre, fore or less.

Ballice the same lot or parcel of regular conversed to the martines of the first each increase by mark H. Achilian, et ux, by lead it ed the Ath day of November, 1942, so i recorded about the land count of ill gray Sounty, Hardband, in Liber Ko. 194, foll (57) wearing, be soon, from the operation of this forth of the south of the isocribel countered with and conversion the sector of the first weight to counted do which as conversion the stores of the first weight to counted do which as conversion the stores of the first weight to counted do which as conversion the stores of the first weight to counted do which the two the stores of the store between the stores and the stores and the store of the silver how 126, form 300, the reference to which call be to it is the part of the tables and increases the solution of the stores of the stores of the stores of the table of the store of the store of the stores of the store of the store of the store of the table of the store of the store

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

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

Drovided, that if the said <u>Charlies</u> . Lee and <u>There</u> h. Lee.

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

province that into the for durbaniand, a componition, its acce. some,

жжных хх хнакнянных or assigns, the aforesaid sum of

the Thusand (Cl. C.) Sollars

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

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

preview of the first mert

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

hereby covenant to pay when legally demandable.

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But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to 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 corpor tion, its successors

heirs; maximized and assigns, or <u>Clarence Lippel</u>, its

his hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner 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-By giving at least twenty 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 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 ar companies acceptable to the mortgagees or the increase restored and the increase restored and the increase restored and the increase restored and to the amount of at least sector in used 3 (22,000,00).
 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to must to the banefit of the mortgagee.
 State of the contrast of the mortgage of the mortgage may effect suid insurance in decided the non-mark thereon with interest as part of the mortgage debt.

Illitures, - 1 Bard - Rof and Fortgamers

State of Maryland, Allegany County, to-wit:

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witness to both:

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During a. Luine Merson. Lee, is with,

and they we blacknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared. Herry C. Landing a figure of the interference of Cumberline, a corporation, the within named mortgages, and made oath in due form of law, that the consideration in said wortgage is true and bona fide as therein set forth.

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

Elizabeth D. Brasfiel Notary Public.

to warder in file Istall

SEAL)

My Commission expires Nag 2, 1955

Lompared and scend of the she she hagy acting a 2

File And ...Combed JULY 6"1954 at 10:20 A.m. 29TA JUNE This Mortgage, Made this day of_ tury

year Nineteen Hundred and fifty four _ in the ____by and between___ Josep. W. Delaney and Veronica K. Delaney, his vife,

of Allegany County, in the State of Maryland, part 125of 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:

Wabercas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand Seven Hundred (\$2700.00) 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 and the said installment payment may be applied by the mortgagee in the following order: (1) to of every nature and description, ground rent, fire and tornado insurance premiums and other said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at Le maturity thereof, together with the interest thereon, the said mortgagors do 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 intersection of the easterly right of way line of National Highway and the center of Piney Mountain Road in Election District No. 24 near Ecknert, Allegeny County, Meryland, which said parcel is more particulerly described as followe, 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 5. 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 eaid easterly right of way line North 14 degreese 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



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Filsinger at ix to John H. Rase to the and of the first line 1111An of the word from Herbert Lopsdon et ix to Michael S. Humbertson, dated a flat F, 1941, which is recorded in Liber 191, Folio 28, one of the The child of Alleracy County, Maryland, it also being on the line ivities it. Membertson property from John H. Pase as described in 111 107, Folio 201, Allepany County Land Racords, then with the ter - live of the Scrub Fidre Farm North P6 Sepres 12 minutes East 1 at, "ont" " Paymene "F minites West 106 feat, S at: 20 der o in the East 31 fest, then leaving said farm fence line Spath 15 a work in strutes best 4..5 feet, South 9 degrees 50 minutes West met, 3 ath 11 years o 5 instee East 14.03 feet to the center - Pressid Finer Maintain Boad, and running lown the center + 1 el reseiu road South 70 degrees 56 minutes West 75.5 feet, Enter a average be minutes West 30 feet, South 27 degrees 35 minutes and the first, Forth To Lagress 19 minutes West 193.45 first, more or Lie, to the of by inning, containing in all .202 acres, more S. Loec.

Reference in tereby made to various plats showing said proest; which are recorded in Plat Case Box No. 101, Plat Case Box 1. 105, and State Roads Connission Plat No. 6277 among the Records of Alleganty County, Maryland, for a more lefinite description of said roparty.

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, Allegeny County Land Records, by dead of Michael S. Humbertson et ux dated August 30, 1949, recorand in Liber 22c, Folio 252, Allegeny County Land Records, and by confirmatory deed of Michael S. Humbertson of even data 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 ag-gregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for pay-ing the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto.

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

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance polley 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 any time on said premises, and every part thereof, in good repair and condition, so that the The Mortgagors covenant at

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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. nits, repairs, renewals, and

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

The said mortgagors hereby warrant generally to, and covenant with, the said mort-gagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encundrances, except for this mortgage herein, and do covenant that 199 will execute such further assurances as may be requisite

Conciber 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 bold the above described land and premises unto the said mortgagee,

its successors and assigns, forever, provided that if the said mortgager 6 , their heirs, excentors, 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 impart 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 liess leviced on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor a hereby eovenant to pay when legally demandable.

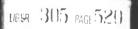
But in case of default being made in payment of the mortgage debt aforesaid, or of the inter-est thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presends are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or there were thereby declared to be more in trust, and the said mortgage, its successors or assigns, or there were thereafter, to sell the property hereby mortgaged, or so much thereof as may be neces-say and to grant and convey the same to the purchasers or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, sale to apply first, to the payment of all expenses incident to such sale including taxes, and a com-mission of cirkt 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 under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagers, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance conjuny or computies acceptable to the mort-gagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousend 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 hereunder, and to place such policy or policies forthwith in possession of the mortgage, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the nortgage debt.

End 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 reads, 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 reads and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

as may be necessary to protect the mortgage under the terms and conditions herein set forth. In consideration of the premises the mortgagers, for themselves and their heirs, and person-al representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts 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 the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become the indeltedness secured by this mortgage. (2) to permit, commit or suffer no wate, impairment or deterioration of said property, or any part thereof, and upon the failure of the wortgager. Bo deterior and the debt hereby secured and the failure of the mortgager B. to comply innertance is to keep the buildings or a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgage, immediately mature the entire principal and interest mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose 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 and apply for the debt hereby grant or assignment, or in any other manner, without any security for the debt intended become due and owing as herein provided; (5) that the whole of said mortgage day any person, persons, partnership or corporation -, other than the mortgagers, hy voluntary or involuntary grant or assignment, or in any other manner, without

mitness, the hand and seal of said mortgagors



Attest:

P. 11.

- Frill Heleccon I durancy -[SEAL] Veronic [SEAL]

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 2 NU day of JUKY

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

ປັດລາວກ່ານສະຫວັດກ່ຽນແຮງແຮງແຮງ V-- Tice K. Dolenojs,ແກດແຮງແຮ່ນລິດ, ore of

the said mortgagors herein and she acknowledged the aforegoing 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. **** C) *****

Alease It Notary Public.

W Mille

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To Pepnsylvania

Communica Lehigh

I HEREBY CERTIFY, that on this 29th day of June 1955, before we, 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 afore-moting mortgage to be his act. -1

Feb. 26, 1955.

TO UIT:

Witness my hand and notarial seal the day and a showe written.

MY COMMISSION EXPIRES

UBER 305 PARE 521

Compared and Mailed Haccordy T. Mtger Frosthing Md

FILLD AND MECOLUCED JULY 6" 1954 at 10:15 A.M. **This Mortgage**, Made this <u>17+4</u> day of <u>June</u> in the year Nineteen Hundred and Fifty <u>Four</u>, hy and between Francis L. Snyder and Ethel Nae Sayder, his wife,

of Allegany ____County, in the State of _____Maryland, _____parties the first part, and

Clarence L. Long and Grace P. Long, his wife,

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

Wilbereas, the parties of the first part are justly and homa fide indebted unto the parties of the second part in the full and just sum of Twenty two Hundred and Ten Bollars, 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 Bollars 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 purc hase money for the hereinafter described property.

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 the following described pieces or parcels of ground situate, lying and being in the Town of Mount Savage, Allegany County Madyland, and more particularly described as follows:

FIRST: Beginning for the same at astake on the south side of "High How", 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 Maning Company of Allegany County to Charles R. Uhl and

wife, bearing date August 17th, 1904 and recorded among the land the land recores of Allegany Countw, Maryland in Liber No. 94, fol 470, and running thence with High Now, North 33 degrees 15 minutes west fifty feet, then South 52 degrees 5 minutes West 114 feet to 'ew low, ther South 33 degrees 15 minutes East 50 feet, then by a straight line to the beginning; containing 17/100 of an acre, more on loss foli or less.

SECOND: Beginning for the same at the end of the first line of the william Dull lot and rugning thence worth 56 degrees 5 minutes east on the second line of the William Dull Fot 120 feet to corner on High Now, thence along High Now, north 29 degrees west 50 feet to a stake, south 56 degrees 5 minutes west 121 feet to a stake of the porth side of New Now, thence along New Yow south 32 degrees east 50 feet to the beginning, containing 1/100 of an acre.

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It being the same property conveyed to the parties of the first part by Mary 1. Lennox, and others, by deed of even date herewith and intended to be recorded among the land records of Alle rany Courty simultaneouslybwith this mortgage, reference to which is hereby made.

Cogether with the buildings and reprovements 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, evenuors i du instrators or assigns, do and shall pay to the said

parties of the second part, their

executor (), administrator () or assigns, the afforesaid sub-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 Harced 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

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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 therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner 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

- A.

heirs or assigns, and 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.

188 305 and 523 And the said parties of the first part 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 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to mure to the benefit of the mortgages s their heirs or assigns, to the extent of their their her or claim hereinder, and to place such policy or jodicies forthwith in 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 habd and sed of and mortgagors; Ehn. 1 Vagan Attest: Francis Cost ISPALT. ISEALT State of Maryland, Allegang County, to-mit: I hereby certify. That on the 17+4 . day of June in the year numeteen Hundred and Fifty four , before me, the subscribe a Notary Public of the State of Maryland, in and for said County, personally appeared Francis E. Snyder and Ethel M. Snyder, his wife, acknowledged the aforegoing contracte to be their respective and ast and deed; and at the same time before me also personally appeared Clarence L. Long and Grace P. Long, his wife, the vithin named mortgagee, and made oath in due form of law, that the consideration mortgage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid. Solwan Hyden Notary Public

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Compared and Maisser Dollared T the H. Legge acty City

LIBER 305 PAGE 524

FILED AND RECURDED JULY 6" 1954 at 10:20 A.M.

This Mortgage, Made this 200 day of Juny in the

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of Allegany County, in the State of Maryland, part 2000 the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws uf the United States of America, of Allegany County, Maryhand, party of the second part, hereinafter called mortgagee, WITNESSETH:

a Budle

55 CENTS 55

unbercas, the said mortgagee has this day loaned to the said mortgagors, the sum of 2 1 the the rout a n/2

- (1200.00; - - - 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:

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

ont of Lot No. 7 as designated and lais out on f a intra witten to the City of Cumberland, we let of it is a contraction of the inter the life but one of The Pacet of Mining Clunty, Maryland, and the Articularly op' - - follore, to- !t:

- 1 the state of the state of the side of Brownian r , i tri e sin Cout. 7 . . rear Fact OP fast from the is a long fitter of 1; is field in singler sensitive interi wide of the Stratesia and interior point being at the end of 52 fest on the fourth line of the sforeseid Lot No. 7 of Agnews At ition, and rurring 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 record line of swid 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.

118ER 305 PAGE 525

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the ag-gregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for pay-ing the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

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

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on my Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneticiary 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

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 husurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

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

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

Concept: 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 bold the above described land and premises unto the said mortgagee,

on the firmed, then this mortgage shall be void.

Rnd it is Elected 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 inter-est thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, its mortgage, its mortgage, and these entire mortgage debt intended to 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 neces-or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such mission of eight per bent, 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 under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagers, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-gagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least one Thousand Fight Mundred & 0.0/100 - (\$1800.00) - 0.00 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 mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

In consideration of the premises the mortgagors, for themselves and their heirs, and person-al representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 16th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts 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 govern-other way from the indebtedness secured by this mortgage (2) to partial commut or suffer to



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UEER JUD PAG YZ!)
waster in pairment or deterioration of said property, or any part illercol, and upon the failure of the most maner to keep the buildings on said property in good condition of repair, the mortgages may default be investigated on the detailer option of said buildings or an increase in the anount of security or the will said demand of the mortgages may be will said demand of the mortgages may be more assured and the failure of the nortgage. To comply that said demand of the mortgages may without notice, institute proceedings to forcelose this begins and anyly for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortal across the appointment of a receiver to collect the rents and profits of said projects of the appointment of a receiver to collect the rents and profits of said projects of the appointment of a receiver to collect the rents and profits of said projects of the said account therefor as the Court may direct; (1) that should the title to the herein mortgages for a period, and account therefor as the Court may direct; or in any other manner, without the instruction of the mortgages with a receiver to collect the rents and profits of said projects with the acquired by any persons, partnership or corporation — , other than the statement is a press and account therefor as the Court may direct; or in any other manner, without the instruction is by voluntary or involutary grant or aspirance, or in any other manner, without the instruction is the other here as a period, become due and owing as herein provided; (5) that the here is a provided by any other manner, without the mortgages with a nortgage shall be more and account therefor as the court may drive is written consent, then there here is the court may obter manner, without the mortgage within the mortgage shall be there here is a specified by the provided of shall be the mortgage of the assistent of a secret within the mortgage.

Miturss, the hand and seal of said mortgagors.

Attest

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and rulet & Everly [SEAL] [SEAL]

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this 240 day of VULY

in the year ninetcen Hundred and Fifty _, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Corry on F. Strang Houstonic H. M. Malaya, 1991 1994,

the said mortgagors herein and _____ acknowledged the aforegoing 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.

Dener I Ja Notary Public.

Compared and Malled Recentedy

URINE 305 RUG 527

FileD And ...CUILED JULY 7" 1954 at 2:05 P.T.

This Mortgage, Made this - 766 -

1117.

in the year nineteen hundred and Fifty Four,

day of

5. Zari Ada a di Loirdine 5. Ada a, dis dife,

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

Thereas, the said Mortgagora are justly and bona fide indebted unto the said Mortgagee in the full and just sum of Three valuations of the said ("1,10", ") believes,

on it can be have point which data with interest at the pole of the show, to nothing the warm on the principal and interest in distingtions which four Delivery and that the method and be first to interest and balance to



200 22

rest local receipt, interest or is collect, white to be character to be

And ubpress, 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 argregate 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.

Non 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 Mortgagora do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit: All woose lots or pre-

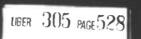
Tela "1" main different in Alle bay County, State of Sarpland, on the esteely side of the Antonial II Mag about $2\frac{1}{2}$ miles contents of the City of Cantorland, and has control as Let 1.12 and the adjoining half of Let We. 13 on the plat of the large and Litzenburg Abultion on said Highway and particularly described in the three and follows, to-writ:

Deginning at a point on the featerly side of the Sational

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 dest 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 Druce and Litzenburg Addition is recorded in Liber No. 113, folie 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 um by deed dated April 29, 1950, and recorded in Liber No. 228, folio 692, one of the Land



more a alloway bounty, Maryland. Reference to said deed is hereby made for

. star escription.

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

Frontided. 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 = -Firse chockaning in finite (C3, intervent) - 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 the intervent 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 seil 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 saie, 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-haif 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 iand, 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 -Hilliam Q. Sudley.

Jourdine J. adams (SEAL)

Millin Q. Sudley,

State of Maryland, Allegany County, to-wit:

3 hereby Certify, that on this - 744 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

J. arl A: S ... Lor ise i. Ad is, his fie,

and acknowledged the aforegoing mortgage to be 5 oir act and deed; and at the same time, before me, also personally appeared Secree C. Jook, 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 leor e 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.

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

> Vallet D. www.rod & Compared magel.

FILED AND RECORDED.JULY 7" 1954 at 9:00 A.M.

This Mortgage, Made this

in the year nineteen hundred and

fifty-four

day of

July

Sa



, 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

Π

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 seli, 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, lts 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 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 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 arlsing 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 ali 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 lnure 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 Troutmon (SEAL)

with SEAL)

100 PAGE 532

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

1 hereby (Certify, that on this $2\sqrt{7}$ da	y of July	in the y	ear nineteen
hundred and	fifty-four	before me, the sub	oscriber, a Notary l	Public of the
State of Mary	and in and for the county afore	said, personally appeare	be	
Harry Trouts	man and Rose Troutman, his	wife,		
and enc deed; and at 1)	h acknowledged, the forego he same time, before me, also p		their Charles A. Pi	act and
President of T	he Liberty Trust Company, the	within named mortga	gee and made oath	in due form
1. Sec. 1. Sec	e consideration in said mortgag es A. Piper	re is true and bona fide	e as therein set for	rth; and the
	like manner, make oath that I doly authorized by it to make		nd agent or attorn	ney for said
	whereof I have hereto set my		notarial seal the d	ay and year

- Geo adichert

Compared Malled Colorado T. J.L. Richardy, atty aty July 19 54 FileD AND NECONDED JULY 7" 1954 at 12:55 P. M. GL day of July, , by

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

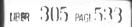
parties of the first part, hereinafter called mortgagor 8, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

Wibccars, the said mortgagee has this day loaned to the said mortgagors , the sum of

TWENTY-SEVEN	HUNDRED							Dollars,
which said sum the mortgagor a					Installmenta			
from the date hereof, at the rate of	six per cent	, (6	3%) p	er a	annum, in the	manr	ner follow	ring:

By the payments of_____ TWENTY-SETTEN

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 sud 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 mortgagor **g** 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 Hoberts Street in the City of Cumberland, Allepany 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 Hoberts 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 63-1/2 degrees Last 30 feet, then North 36-1/2 degrees Last 84 feet to the southern boundary of the right of way of the mestern Maryland Hailway Company, thence with the said right of way, North 53-1/2 degrees mest 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 BLGINNING.

This being the same property which was conveyed by Maude L. "illiams, "idow, unto Rachael Lee Nestor by deed dated March 16, 1954, and recorded among the Land mecords of Allegany County, Maryland, in Liber 257, folio 184, in which deed the said Maude L. "illiams, "idow, 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 asbestoes 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 which property is known as no so appendent bits bits 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, prkor 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 sald 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 bold the aforesaid parcel of ground and premises unto the said mort-

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gagee, its successors and assigns, forever, provided that if the said mortgagors , their heirs, executors, sdministrators or assigns, do and shall pay to the said mortgagec, 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 theirpart to be performed, then this mortgage shall be void.

And it is Hgreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the mcantime, 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 icgally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to 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 pub lished 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, in-cluding 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,

E n ϑ the saft 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. TWENTY-SEVEN HUNDRED

Dollar 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 an 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 hcreby 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 re-pair, 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 mortgagement of the commit with said demand of the mortgage failed by the secured of the immediate repayment of the amount of security down 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 proceed-ings 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 corpor-ation . 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 mort-gage 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 aforegoing 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.

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

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HER 305 MAGE 535 Attest: Rovalie a Crabtice Challe J Nestor (SEAL) Hachael L. Nestor (SEAL) Maude L. Millione (SEAL) Maude L. Millione (SEAL) State of Maryland, Allegany County, to-wit: 6 Th I hereby certify, That on this day of July, in the year nineteen hundred and fifty =four , before me, the subseriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles I. Nestor and Rachael L. Nestor, his wife, and Maude L. nilliams, nidow, the said mortgagors herein and they __acknowledged the aforegoing mortgage to be their ict 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. WITCHESS my hand and Notarial Seal the day and year aforesaid. Rosalie a. Craffice, Notary Public. Comia course FILED AND .: SCORDED JULY 7" 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, Allegany of County, in the State of Maryland parties of the first part, and Wilbur V. Wilson Allegany

part 5 of the second part, WITNESSETH:

are the

Withereas, the integers of the first part are now incented to the party of the result of it and just so of Three Chousand (*3,000.00) Dollars, for it is not very one of a libery tote of even date deresity against each or result of a libery tote of even date deresity against each or result of a libery tote of even date deresity against payable of right of the rivibre of a libery of the orthogonal at any interest ling of .

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 to entirst ert

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

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

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First. All that mintain lot in some of mound situated the basis side of allering Street, in the Sity of Cumberland, Allegany Chunty, Maryland, weight more of Yown Lots Los. 1/7 and 176 of the City of Cumberland, as desired a methal of the task of the plat of Cumberland recorded in Liber E, folio 7k, one of the Land Metoriks of Allegany County, Maryland, and hore marticularly described as follows:

Be jinning at a point on the East side of Allerany Street

distant South 7 de rees 25 minutes West 100 feet from the Southeast intersection of interee and Alle any Streets, and running thence with said East line of Allehany 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 le rees 35 minutes Lest 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

	se of it ress all egress to sail arthe from Allegan: Street.
	of the first site first to said artic in a Allojany Street.
	wight or sty described is the deed on Cath
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water	s, privileges and appurtenances thereunto belonging or in anywise appertaining.
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	heirs, executors, administrators or assigns, do and shall pay to the sa
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the m	cantime do and shall perform all the covenants herein on their part to be
perfor	med, then this mortgage shall be void.
	And it is Agreed that until default be made in the premises, the said
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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 , _____ hills _____ heirs or assigns, to the extent of fils.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 thereou with interest as part of the mortgage debt.

Illituess, the hand and seal of land mortgagors .

Attest

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State of Maryland, Allegang County, to-mit:

I hereby certify. That on this 6 th day of July a Notary Public of the State of Maryland, in and for said County, personally appeared r - - - Donali - Lippol, sich, am Statu, a. Donali - Lippol, single, and _____ acknowledged the aforegoing mortgage to be _____ their act and deed; and at the same time before me also personally appeared

lillur /. .ilson

the within 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.

314 Aview Stand and Notarial Seal the day and year aforesaid.

Marel Fear otary Public

Compared and Course Holivored E

FILED AND RECORDED JULY 8" 1954 at 3:20 P.M.

This Mortgage, Made this _____ 8th

July

in the year nineteen hundred and fifty-four

, by and between

day of



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 provided only montgay to the axt of give Thousand Follows.

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 by 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 Laumdry, thence parallel with said wall and distant 5 feet $\frac{14}{2}$ 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 y provide unto the said Mortgagors by George R. Hughes, Trustee, by deed dated the 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 beionging or in any wise appertaining.

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

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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) ------Dullars, together with the interest thereon when and as the same becumes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this murtgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shalk except by reason of death, cease to own, transfer or dispose of the within described pruperty 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 improvments 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, ur of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to 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, hls or their duly constituted attorney or agent, arc hereby authorized and empowered at any time thereafter, to seli the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of tlme, place, manner and terms uf 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 iand, to the amount of at least

Thirteen Thousand (\$13,000.00) ------ Doilars, 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.

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LIGBR 305 PAGE 541

(Jatuch) Statem (SEAL) Patrick J. Staken - adua y Stoken (SEAL)

Adna G. Stakem

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

Thomas & Keech

ATTEST:

I hereby Certify, that on this Stll day of July in the year nineteen fifty-four hundred and 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 deed; and at the same time, before me, also personally appeared act and 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 esporation and duly authorized by it to make this affidavit.

the systems whereof I have hereto set my hand and affixed my notarial seal the day and year O TRAOKS WELLING

Leo adiebert Notary Public

Compared and Vieland

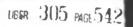
FILED AND RECURSED JULY 8" 1954 at 12:30 P.M. This Mortgage, Made this 6 th day of July in the year Nincteen Hundred and fifty -four by and between John K. Berncord and Leora C. Barncord, his wife _____of Allegany County, in the State of Maryland, partices of the first part, here-

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

WITNESSETH:

undercas, the said mortgages 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 ---- (240.00) ---- 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.

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: Crei al un tranci lice of tar. linitea, and the transformation contractor of the contractor lice in the line still comp Ground, with the Min-, is a levent Contry, State of Marylan , socialis as the followe, to-wit:

2. invine for the same at a state in the southeastenly aire of the County Factables are of 200 1/1 fort on a line orang North Service Fact '50 fortain number than along the southeastenly size of east County Ford South AC Parses Fact 576 fort, then South &3 is reas for its as '1.85.4 fort, then North of Carros West 396 fort to the Ferinning.

It bing the send to entry conveyed by Micheel J. Hosly, there, the Calm Mitchell Permoord and Leona Cathering Barncord, lis the send to Pothn whof June, 1939, and which is recorded buck the Land records of Alleiany Corty, Miryland, in Liber Yo. 186, folio 115.

Excerting, however, from the above described marcel of land all that mart of the same which was conveyed by Michael J. Healy and Fearl C. Healy, his wife, unto Frederick M. Martz by deed dated November 10, 1920, and recorded among the Land Federads of Allegany County, in Liber No. 108, folio 599. Which said part excepted as aforeshid begins at the beginning of the whole tract on the easterly side of the road connecting the blattonal like with the Winchester Foad and the infinite state and the feet of said road North 22 degrees East 90 fort, then show the feet \$2.1 feet to the third line of said to be address for the work of said line of the said whole outlon South \$2 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 be infine.

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 Tiber No. 18^k, folio 176, Land Records of Allegany County, Maryland.

<u>Parcel Two:</u> 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 Listrict No. 29, in Allegany County, Maryland, and described as follows, to-wit:

Beginning et 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 Eecords of Allegany County in Liber No. 131, folio 510, and running along the southeasterly side of the County Foad North 30 degrees Fast 50 feet to a stake, then acrose said whole lot as described in said deed, South 68 degrees Fast 589 feet to intersect the third line of said deed; then with the third line South 33 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 dead dated the 10th day of October, 1941, and recorded among the Land Records of Allepany County, Maryland in Liber No. 191, folio 519.

It being #leo part of the same property conveyed to John Mitchell Barncord and Leor# Catherine Barncord, his wife, by deed from Futh 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.

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"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the ag-gregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for pay-ing the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 mid any amendments thereto."

HOR 305 PAGE 543

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

It is narced that the Mortgagee may nt its option advance sums of money at mytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneticinry 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

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

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

The said mortgagors hereby warrant generally to, and covenant with, the said mort-gagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encombrances, except for this mortgage herein, and do covenant thnt '_ 2"__will execute such further assurances as may be requisite.

Concluct 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 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 ont let is part to be performed, then this mortgage shall be void.

Bnd it is Egreed that until default be made in the premises, the said mortgagor^o may hold and possess the aforesald property, upon 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 aforesald, or of the inter-est thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leggo, its duly constituted attorney or ngent are hereby authorized and empowered, at any time therenfter, to sell the property hereby mortgaged, or so much thereof as may be neces-say and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or nssigns; which sale shall be made in manner following to-wit: By giving at least twenty daya' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said shall be at public 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 com-mission of eight per cent: 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.

Endthe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-gagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand & 00/100 = - - (\$4000, CC) = - - Dollarsand to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, toinure to the benefit of the mortgagee, its successors or assigna, to the extent of its lien or claimhereunder, and to place such policy or policies forthwith in possession of the mortgagee, or themortgage may effect said insurance and collect the premiums thereon with interest as part of themortgage debt.

End 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 failing 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 mortgagora, for themselves and their heirs, and person-al representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 16th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evi-dencing the payment of all liens for public improvements within ninety days after the same shall become due and marble and to pay and discharge within ninety days after due date all govern-mental evid the mort of march the mortgaged property, on this mortgage or note or in any

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IEER JUJ PAGE J4 other way from the indebtedness secured by this morigage; (2) to permit, commit or suffer no waste impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgager to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the journeliate repayment of the debt hereby secured and the failure of the mortgager ε 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 mortgage, 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 precises and account therefor as the Court may direct; (4) that should the title to the herein mort-gaged property be acquired by any person, persons, partnership or corporation ..., other than the mort ragoes, by voluntary or involuntary grant or assignment, or in any other manner, without and per-onal representatives and assigns, without the mortgage'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 aforegoing covenants or conditions for thirty consecutive days.

mitness, the hand and seal of said mortgagors .

Attest Attest: Hillian Harman John Di Barneord [SEAL] Lora C surnesrd [SEAL] . C. Pricory

State of Maryland, Allegany County, to-wit:

U DTA

100 March 1

6 +4 I hereby certify, That on this.____ day of July

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

eta. Terre a relate C. Parneore, Michife,

the said mortgagors herein and they acknowledged the aforegoing 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 BLIC WITNESS my hand and Notarial Seal the day and year aforesaid. of any that he had the proper authority to make this affidavit as agent for the said mortgagee.

William Marman Notary Public.

Compared and Vacdod 1 in ed 5 7 Leo N. Legge atty 2

FILED AND LECULED JULY 8" 1954 at 12:30 P.M.

vear Nineteen Hundred and fifty - Star _____ by and between ______

Exerce M. Michaers Vergeret F. Michle, Sightide,

of Allegany County, in the State of Maryland, partles of the first part, hereinafter called mortgagors, and First Federai 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 ioaned to the said mortgagors, the sum of <u>HX THOLEFER THEORE FUNCTED & OF/101 - - - (\$6300.00) - - Dollars</u>, which said sum the mortgagors agree to repay in instailments with interest thereon from the date hereof, at the rate of <u>b</u> per cent. per annum, in the manner following:

How Observed on the prompt payment of the premises, and of the sum of one doilar in hand 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 Lit, there on parcel of ground lyin, and the in the vectorly side of Pane Struct in Electic: District M. 19, LaVale, Altoury Corry, Maryland, snown are estimated as the Trail Lot in Twarlinds A fitton to LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Mar Case 118 among the Land Becor a of altoury County, Maryland, which said lot is more particularly caceriled as follows, to-vit:

Sectioning for the seme at an iron pin set at the sortheasterly corner of Let No. 22 in said a dition as shown on shid that, said point daing of the westerly side of Rane Street and 225 feet more or less from the center line of U.S. Boute No. 40 on a line in range with Bane Street, and running then South 67 degrees 30 minutes West 189.5 feet to an iron pipe, then North 22 degrees 30 minutes West 82 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/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

ng the Land

ei ultan otsig with the * there nacorain; re

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

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

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

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 ndvance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

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

Cogether 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 charter the said mortgage, 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 hereinont sirpart to be performed, then this mortgage shall be void.

End it is Harced that until default be made in the premises, the said mortgagor ε may hold and possess the aforesaid property, upon 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 ε 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 shull at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or George W. Leege, its duly constituted attorney or agent nre hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be neces-or assigns; which sale shall be mnde in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which sale shall be nt public auction for cash, and the proceeds arising from such sale to apply first, 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 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.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-gagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least S1x 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 llen or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee debt.

End 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.

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IEER JUJ PAGE 37.1 and the more and the more second by this more and pay and the pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall extend the way from the ind-bedness secured by this more area (2) to permit, commit or suffer no undergoed property, or any part thereof, and upon the failure of the more average to keep the buildings on said property in good condition of repair, the more average developed the ind-bedness secured by this more average in the amount of security, secured and the failure of the more average in the amount of security, secured and the failure of the more average in the developed of the more average for a period of thirty days shall constitute a breach of this more average in and apply for the appointment of a receiver as therein after provided; (3) and the holder of this solve and apply for the appointment of a receiver to collect the rent, and profiles of said property in any direction of an area where and apply for the appointment of a receiver to collect the rent, and profiles of said area in property in any other boards of said area in property be acquired by any person, persons, partnership or corporation in the whole of said property is and assess, without the nort areas within the whole the interval of any other boards of the whole of said property is and assess, without the nort areas within the whole of said property is and assess, without the nort areas within the whole the interval of any distance of any other boards, without the should the title to the herein more areas and account therefor as the Court may direct; (1) that should the title to the herein more and property be acquired by any person, persons partnership or corporation in the whole of said property be acquired by any person, persons there are any other boards without or involuntary grant or as imment, or or any other boards withou

Mitness, the hand and seal of said mortgagors.

Attest:

George W Hickle [SEAL]

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 774 day of Jury

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

G tree . Fickle Fra Margaret L. Hickle, dis vife,

the said mortgagors herein and they acknowledged the aforegoing 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. 10414 GV THE ANTI ONN dette 4-5

Alered Letta Notary Public.

Compared and Steered 13 to and 5 To the S. Lagge alty alty Wey 19 54

LIBER 305 PAGE 548

FILED AND GECORGED JULY 9" 1954 at 12:05 P.M. PURCHASE MONEY

This Mortgage, Made this & TN day of Juny in the

year Nunction Hundred and fifty -four by and between

Lawrence E. Shanholtz and Clara E. Shanholtz, his wife,

of Allegany County, in the State of Maryland, partles 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:

UDbcrcas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousand Four Hundred $\triangleq 00/100 - - - (\$4400.00) - - - Dollars,$ which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of \Re per cent. per annum, in the manner following:

By the payment of **Thirty-five** & 96/100 - - - (135.96) - - - 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 aforeanid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Row Cberefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at Le 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-

All those lots, pieces or pareels 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, Cresaptewn, 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 NeMullen 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 NeMullen 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 easid 10 foot alley North 8 degrees West 134.4 feet to the place of beginning.

WHOLE LOTS HOS. 150 and 151: 1700 of a rollour artal anto

BEGINNING for the same at the intersection of the northerly

INDER 305 PAGE 549

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/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 eaid 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. Coek 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 ag-gregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for pay-ing the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any ameadments 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 Aceident Lisurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional colla-teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid bal-

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

The Mortgagors eovenant 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 eovenant 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 llens and encumbrances, except for this mortgage herein, and do covenant that they _will execute such further assurances as may be requisite.

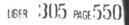
Concther with the buildings and Improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee,

its successors and assigns, forever, provided that if the said mortgagor 8 , <u>their</u> 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 ontheirpart to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the inter-est thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. 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 neces-or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such asle to apply first, to the payment of all expenses incident to such sale including taxes, and a com-moneys owing under this mortgage, whether the same shall have then matured or not; and as to under the above power but no sale, one-half of the sbove commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns, and in case of advertisement the mortgagors, representatives, heirs or assigns, and in case of advertisement the mortgagors, representatives, heirs or assigns, and in case of advertisement



Anothe said mortgagors, further covenant to insure forthwith, and peading the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-gagee or its successors or assigns, the improvements on the hereby mortgaged iand 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 eadorsed, as in efface of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lieu or elaim hereunder, and to place such policy or policies forthwith in 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 peading such proceedings as may be necessary to protect the mortgage under the terms and conditions hereia set forth.

Mitness, the hand and seat of said mortgagors.

Attest: Currence E. SEAL] Clara E. Shanholts [SEAL]

State of Maryland, Allegany County, to-wit:

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- -- V

I hereby certify, That on this____ 8 711 day of VULY

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,

Dene L Ha

Public

the said mortgagors herein and they acknowledged the aforegoing 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. - - 0 0 0 -.101.

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

Compared and Mailed Mettered To John R. Treeber To Leberty A

FILED AND RECURDED JULY 9" 1954 at 10:30 A.A.

16FR 305 PAGE 551

Oliis Mortgage, made this 8th day of Julv

, in the

year Nineteen Hundred and Fifty four , by and between

ł

James L. Shroyer and Edna M. Shroyer, his wife,

hereinafter called Mortgagor \mathfrak{S} , which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part 108 of the first part and John k. Treiber and sorsh k. Treiber, his wife, ad Jennie k. Lazarus and Tobius Lazarus, her husband,

hereinafter called Mortgagee S , which expression shall include tatives, successors and assigns, where the context so requires or admits, of Allegany County, State of their Maryland, part is sof the second part, witnesseth:

WHEREAS, The services of the first rtare indepted anto the said rties of the second art in the full nu just sum of Three Hundred and Fifty pollars (\$350.00), this day losned the services of the first rt, which rincial sum, with interest at 6% per annua, conjuted semi-annually, is to be readed by the services of the first part to the rties of the second art in syments of Fifteen bollars (\$15.00) per sonth; said syments to be anylied first to interest and the plance to rincial. The first of said a nthly segments to be auc and symble of should from the date hereof and to continue monthly until the amount of rincial nu interest is plan in full.

This mortgage is executed to secure part of the purchase money for property herein described and conveyed, and is, therefore, athe Furchase 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 5 do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee 3 the following property, to-wit:

and those loss or parcels of land in Election District #4 known as Lots Nos. 229, 330, 31, 532, 233 and 334 of the Cumberland rark Addition to the City of Cumberland, Maryland, as shown on a plat thereof, locsted, lying in the said on the westarily side of Clark Avenue (formerly Amron Avenue), each of said lots fronts 25 feet on Clark Avenue and runs back on even width of 100 feet to 1 1.-foot alley. The said Lot No. 239 of said lots to be a niveyed herein is located at the southwesterly corner of the intersection of Clark Avenue (formerly Warren Avenue) and Clement Street.

It being port of the same property which was conveyed to John A. Treiber and Jennie R. Lazarus by The Second National Bank of Cumber-Land, Cumberland, Maryland, Trustee, et al., by deed dated December 17th, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 203, folio 495. It being also the same property which was conveyed by John R. Treiber and Darah K. Treiber, his wife, and Jennie R. Lazarus and Tobies Lazarus, her husband, by deed dated the day of July, 1954, and to be recorded among the Land Mecords 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, wsys, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

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

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 vold.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor S 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 duea and chargea 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 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 S. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be raid by the Mortgagon. of said commissions shall be paid by the Mortgagor® to the person advertising.

AND the said Mortgagors further convenant to insure forthwith, and pending the existence of AND the said Mortgagors further convenant 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 liundred and Plfty pollers ((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 5 to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee 3 ; and to pay the remaining of a solution of the mortgage 5.

the premium or premiums for said insurance when due.

WITNESS the hand and seal 5 of said Mortgagor

George Hugues . James A Shoup Surge Hugue Q. Edan In Shoup

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(SEAL) (SEAL) (SEAL) (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

	y certify that on this re me, the subscriber,		day of		, in the year
					of the State of Maryland
in and for sai	id County, personally	appeared,	James A.	Shroyer :	and Sdns M. Shroyer,
his wife,					
the within na	med Mortgagor S	and ackno	wledged the f	oregoing mortga	age to be their
act and deed.	And at the same til	me, before i	ne, also perso	nally appeared	John R. Treiber and
Jersh R.	Treiber, his	wife, ar	d Jennie	R. Lazarus	and Tobias Lazarus,
her huse	nd, itter the		the wi	thin named Mor	tgagee S , and made oath in
due form of]	as that the considera	tion in said	mortgage is t	rue and bona fie	rtgagee ^S , and made oath in de as therein set forth.
	55 Cal hand sing No				
		No. Carlo	te day and ye	ar mast above wi	nuen.

Storger Hugher

Contrared and Kalua Delivered E

UBER 305 PAGE 553

FILED AND RECURSED JULY 9" 1954 at 2:35 P.M.

This Mortgage, Made this _____ 9th ____ day of

July in the year nineteen hundred and fifty-four Francis H. Mattingly and Mildred Ann Mattingly, his wife,

, by and between



(55) COM 55

54

of Allegany County, Maryland, of the first part, hereinafter sometimes cailed 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

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 beionging 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 shail 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 defauit 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 Mortgages's option, prior to the full payment of the mortgage

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident 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 Mortgagors to the person advertising.

AND the said Mortgagors further convenant 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 Jollars (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 S to the extent of their lien or claim

hereunder, and to place such policy or policies forthwith in possession of the Mortgagee S; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal S of said Mortgagor

George Hughes fr.

· · · · · ·

James A Shoyp (SEAL) (SEAL) (SEAL) (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this gth [day of July , in the year
19_54, before me, the subscriber, a Notary Fublic of the State of Maryland,
in and for said County, personally appeared, JEMOS A. Shroyer and Edne M. Shroyer,
his wife,
the within named Mortgagor S , and acknowledged the foregoing mortgage to be
act and deed. And at the same time, before me, also personally appeared John R. Treiber and
Sersh R. Treiber, his wife, and Jennie R. Lezerus and Tobias Lezerus,
her husb.nd, the within named Mortgagee ^S , and made oath in due form of as that the consideration in said mortgage is true and bona fide as therein set forth.
due form of lay that the consideration in said mortgage is true and bona fide as therein set forth.
WITHERS of hand and Notarial Seal the day and year last above written.

Hroge Hugher

Compared and Colum Delivered E 7. mitgel aty

Julia 19 FILD AND ABCURDD JULY 9" 1954 at 2:55 P.M.

LIGER 305 PAGE 553

This Mortgage, Made this _____9th

July.

in the year nineteen hundred and fifty-four Francis H. Mattingly and Mildred Ann Mattingly, his wife, , by and between

day of



17 and

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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 extenda 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 Recorda 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) ----- Doilars, 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 shail be deemed a defauit under this mortgage if the said mortgagor ahall, 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 ad-vances 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 improvments 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 pollcy or policies forthwith in 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, stlpulations and covenants aforesald 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.

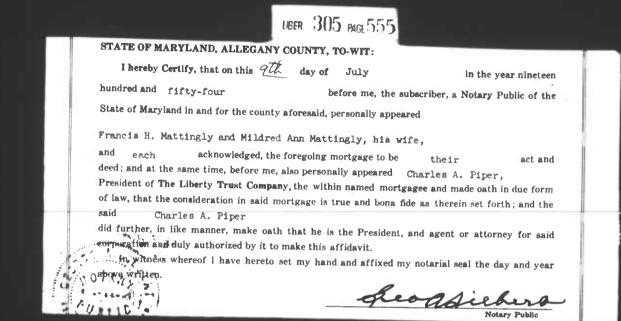
ATTEST:

1 V - 1

Thomas L. Keech

Francis H. Mattingly (SEAL) michael an mettinglyBEAL)

Mildred Ann Mattingly



Mark Oty

FILED AND RECORDED JULY 9" 1954 at 3:00 P.M.

THIS MORTGAGE, Made this 24th day of <u>fine</u> 1954, by and between GIUSEPPE GIULIANO and ROSEA WA GIULIANO, his wife, of Allegany County, Earyland, parties of the first part, and THE FIRST NATIONAL LANK OF GUIGERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

THEREAS, 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 $1^{\underline{s}}$ day of \underline{August} , 1954, and a like and equal sum of not less than Thirty Three (\$33.00) Dollars on the said $1^{\underline{s}}$ day of each and every month thereafter. Said monthly payments to be applied first to interest and the balance we unpaid principal debt, the entire unpaid principal, together with interest due thereon, to become due and payable ten years from

LIGER 305 PAGE 556

date of this mortage.

NO , TELEFORE, C.I. ORTON . IT ESSETH:

That for an in consideration of the precises and of the a of Out (,1.00) Dollar in hand haid, and is order to secure the int i symmetro. The blid indeffedhess, to effect with the interest ther on, and i or er to reduce the promit payment of such future symmets, together with the interest thereon, as may be made by the thring of the effect of the first mark prior to the fill poweent of the dipresuld portrate indeffedhess, and not ended in it the interest thereon (u500.00) offer, and the effect of Five Fundred (u500.00) offer, and the effect of the dipresent vice for other educe the total mortal e indebtedness to exceed the priving arount 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 (for erly called Lee Street) in the City of Junkerland, 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. 87, folio 50, arong the Land Records of Allegany County, Maryland, and which is particularly described as follows, to-wit:

BEGINAING for the same on the westerly side of South Gedar 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 aeed 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 minety 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,

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LIBER 305 PAGE 557

December, 1939, and recorded among the Land Records of Allevany County, Laryland, in Liber No. 186, folio 309.

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TOTETUER, with the buildings and improvements therebe, and the rights, roads, ways, where, privileges and a jurtenences therebuts belon in or in anywise appertuining.

IRCVIDED, that if the sold parties of the first rt, their being executors, administrators or besing, compare half of to be added to the second part, its successors or assigns, the aforesald sum of Three Thousand three undred (\$3,3(0.00) Dollars, together with the interest thereon, in the number and at the interest thereon, as muy be made by the party of the second part to the parties of the first part as pereinbefore 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 remises, the snid parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, asserments and public liens levied on said property, all of which taxes, morthage eebt 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 essigns; which sale shall be made in manner

EIBER 305 PAGE 558

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, Karyland, which said sale shall be at public auction for each, and the proceeds arising from such sale to apply first, to the parment of all expenses incident to such sale, including takes and a consission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys oving under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first mart us 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 morthlight property to the amount of at least Three Thommen Three Condred ($_{4}3,300.00$) Dollars, and to heuse the policy or policies insued therefor to be so framed or encorsed as in case of fire, do indue 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 mortgages may effect suid insurance and collect the remiums thereon with interest as part of the mortgage debt.

Witness' P. & Wagner #15

ITHESS as to both; MRS RoseANNA Giuliano

a. a. Helmick

(SEAL) GIUSEPTE CIULIANO MARK inhono (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

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I VEREBY CERTIFY, that on this 24 day of June 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared GIUSEPFE GIULIANO and ROSEANNA GIULIANO, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL,

e.

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The First ational Bank of Curborland, the within and mort agee, and made oath in due for of 1 a that the consecurition named in said mortgage is true and fond fide a terrin conviorti.

Imits my hand the interial Seul.

Lionary Villo by commission expires May 2, 1955

Tutque 201 munher il

FILED AND A SCORDEDJULY 10" 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 Allegany County, in the State of Maryland, parties of the first part, and William H. Quantz

of <u>Allegany</u> County, in the State of <u>Maryland</u>, party of the second part, WITNESSETH:

Whereas, the said parties of the first part stand

Wibereas, 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;

LINE 305 MR 560

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

hers and assigns, the following property, to-wit

1. State of Maryland, in the State of Maryland, known and the state of Allegany County, in the State of Maryland, known and the state of a Lot Turber I4, Lot Number I5, Lot Number I6 and Lot Turber I7, in L. and L. Fark Addition, as shown on the Flat of said L. and L. Fark Addition, said Flat being recorded among the Land Becords of Allegany County, State of Maryland, in Flat Book Number I, issee 63, and being all of the same properties that were conveyed unto the said John Samuel Robison and the said Deretha Robison, his wife, by John Edward Fazenbaker and Leona Logsdon Fazenbaker, his mife, by deed dated June 24, A. D. 1952 and recorded among the Land Records of Allegany County, State of Maryland, in Liber Number 24I, 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.

Cogctber with the buildings and improvements thereon, and the rights, roads, waya, 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 H. Quentz, 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 Hgreed 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 itens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

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hereby covenant to pay when legally demandable.

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

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

USER 305 Mg 561

William H. Quentz, his

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William H. Quentz, 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 heir or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Gene berland. Maryland, which said sale shall be at public auction for each and the merson
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 2. their representatives, heirs or assigns.
BnD the said perties of the first pert
further covenant to
incure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or hig assigns, the improvements on the hereby mortgaged land to the amount of at least
Five Thousand and Sine Hundred
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to have a the barrely with the barrely bar
Activity and the extent
of FLE CP their lies or claim hereunder, and to place such policy or polices forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.
Mitness, the hand and seal of said mortgagor #
Attest
Jesalie a Crabtice jour line Policon (SEAL)
/ John Samuel Robison
Marelle M. Believen (SEAL)
Deretha M. Robison
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
John Samuel Robison and Deretha K. Robison, his wife,
and sach acknowledged the aforegoing mortgage to be their
act and deed; and at the same time before me also personally appeared
William H. Guantz,
the within minered mortgagee and made oath in due form of law, that the consideration in said
a portage a trac and bona fide as therein set forth.
1/18-19- E

hand and Notarial Seal the day and year aforesaid. w Ser. 15 Rosalie a. Craffice Notary Public



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Compared and Mailed Detterned F. T. Janua & averett atty atty

FILED AND ECONDED JULY 10" 1994 at 11:20 A.H. **Chis Anortgage**, Made this <u>29 <u>B</u> day of <u>1990</u> in the year Nineteen Hundred and <u>1995</u>, by and between in the year Nineteen Hundred and <u>1995</u>, or hust serie, of <u>County</u>, in the State of <u>1999</u>, both Additional part ics of the first part, and <u>1995</u>, <u>199</u></u>

Undergas, the parties of the first part are indebted unto the rises of the second part in the full and just sum of Four Thousand lines (4,00,00), and which caid principal sum of Four Thousand lines (4,00,00), the parties of the first part agree to repay (1) provide without interest.

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 there-

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

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

ALL that lot or percel of ground situate, lying and being in the oity 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, ball of a said lot LIGER 305 MIGE 563

in the set of the set ана на село 1958) ^{на село} на село 5,516, 5. 10-1 · · · · · · Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or ln anywise appertaining. provided, that if the said ______ and has a first goot, heirs, executors; administrutors or assigns, do and shall pay to the said executor , administrator or assigns, the aforesaid sum of or costand bellers together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on thoir nart to be performed, then this mortgage shall be vold. And it is Hgreed that until default be made in the premises, the said 102 tios a to a fair was set may hold and possess the aforesaid property, upon paying in . the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or_____ James Alfred Avirett his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shail be made in manner 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 sald sale shall be at public 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 5, their representatives heirs or assigns.

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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

which your one will say here we wanted

LIGER 305 PAGE 564 company or companies acceptable to the mortgagee or Laster of assigns, the improvements on the hereby mortgaged land to the amount of at least vand in the struct of a structure of Dollars. and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to muse to the benefit of the mortgages (z = 200 ° 2° _____ heirs or assigns, to the extent d their lien or claim hereunder, and to place such policy or policies forthwith he presentation of the martgagee -, or the mortgagee may effect said insurance and collect the promiums therean with interest as part of the mortgage debt. Witness, the hand and collof and nortgager . Attest Helen & Schnald ISEALI - april & Schmald ISEALI 14 -1 dat 20 Til in a July , 1004, where no, ____ Hedger. derner millte in and fer the state of Galiforn's Lapin net los Angeles, seggenelly spaced ALLED 1. Romann, a lo person alose many is mineri ed to the within torig condelof a side executed the same. Lynn Mc Commission Deploy Mar. 17, 1958 Comfasten expires State of Maryland, Allegany County, to-wit: I hereby certify. That on this 29 H 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 THIEN T. SUMMER and _____ acknowledged the aforegoing mortgage to be lier 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 myrigage in true and bona fide as therein set forth. Ser THERESS my hand and Notarial Seal the day and year aforesaid. Gronne J. Mu

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Charles A Laneky,

LIGER 305 MIGE 565

FILED AND RECORDED JULY 10" 1954 at 8:30 A.M. THIS CHATTEL MORTGAGE, Made this /6714 day of Octo BER, 1953, by HARRIS MQTOR 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 hereinafterdescribed 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) payable monthly 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:

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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 Nortgagor'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 STANDS FOR PORTSON OF CONCEDERATION SOBJECT TO MO. STANDS) E-VND., ATTY.

(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,

LIGER 305 MIGE 566

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.

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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.

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LIGER 305 PAGE 567

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.

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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

LIBER 305 PAGE 568

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.

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It is further agreed that in the event of default nerein 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.

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LIDER 305 PAGE 569

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 WMC, TRVINGits duly authorized Vice - President, and has caused its corporate seal to be affixed, attested by SAMUEL L. SILBER its duly authorized Secterary, the day and year first above written.

ATTEST 495. L. 5 19 Determent Sellen Samuel L. Silber STATE OF MARYLAND, Secretary

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HARKIS MOTOR EXPRESS, INC. By_LOFC F Gresident VICE Wm. C. Irving

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CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this /6 th day of ℓ difference in the subscriber, a Notary Public of the State of Maryland in and for Baltimore fourly, personally appeared $WM \cdot c. xavinc$ who, in the aforesaid city, being duly sworn, acknowledged himself to be the VICE - President of HARRIS MOTOR EXPRESS, INC., a body corpor-ate, 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 $\ell CT \cdot \delta S R / \ell$ 1953, for the purposes therein contained, by signing the name of the corporation by himself as ViCC - 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 16, 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 and official seal of Other , 1953. South Belt Notaty Public Hons Salar Notary Public Dorothy I. Belt

Action 241-242

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LIGER 305 PAGE 570

EXHIBIT A

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HARRIS MOTOR EXPRESS, INC.

VEHICLE	SERIAL NO.	TITLE NO.
THACTORS:		
Federal Truck Tractor - New Federal Truck Tractor - Used Federal Truck Tractor - Used Federal Truck Tractor - Used Federal Truck Tractor - New Federal Truck Tractor - New Federal Truck Tractor - New	125111 150238 141324 156895 139852 139851 125169	Md. F-209603 Md. F-209594 Md. F-209607 Md. F-209601 Md. F-209608 Md. F-209609 Md. F-209609
Federal Truck Tractor - Used Federal Truck Tractor - Used	156404 150923 157126 130898 146865 156043 155049 152295 152295 152294 8966078	Md. F-209599 Md. F-209606 Md. F-209600 Md. F-209596 Md. F-209595 Md. F-209598 Md. F-209595 Md. F-209595 Md. F-209597 Md. F-209597 Md. F-209602
SEMI-TRAILERS:		
Fruehauf Trailer - Used Fruehauf Trailer - Used Fruehauf Trailer - Used Fruehauf Trailer - Used Trailmobile Trailer - Used Trailmobile Trailer - Used Fruehauf Trailer - Used	AV-5467 AV-147567 AV-171731 AV-171730 46-101-2224 46-101-7038 AV-171312 AV-171312 AV-171311 AV-152474 AV-164272 AV-164271 AV-164271 AV-164271 AV-152476 R-120849 AV-9645 AV-9645 AV-9645 AV-158635 AV-158635 AV-158635 AV-158635 AV-158635 AV-158635 AV-158635 AV-158635 AV-158635 AV-165891 AV-165889	Md. F-209586 Md. F-209588 Md. F-209589 Md. F-209590 Md. F-209590 Md. F-209572 Md. F-209572 Md. F-209573 Md. F-209578 Md. F-209578 Md. F-209576 Md. F-209576 Md. F-209573 Md. F-209573 Md. F-209573 Md. F-209574 Md. F-209587 Md. F-209587 Md. F-209584 Md. F-209584 Md. F-209584 Md. F-209580
Kingham Trailer TRUCKS:	9734	
Federal Truck - New Chevrolet Truck - New Chevrolet Truck - New Chevrolet Pickup - Used Chevrolet Truck - New GMC Truck - New GMC Truck - New GMC Truck - New GMC Truck - New Chevrolet Truck - New	184-140893 14TKF-2325 14TKF-2278 14FB01-2782 14UKI-3207 FF353-4597 353-24-P5081 FC454-15286 303-24-P4405 14VKK-1949	Md. F-209613 Md. F-209611 Md. F-209610 Md. F-209612 Md. F-209615 Md. F-209615 Md. F-209620 Md. F-209620 Md. F-209621 Md. F-209619 Md. F-209619 Md. F-209617
Federal Truck - New GMC Truck - New Chevrolet Truck Federal Truck GMC Truck	184-140892 353-24-P3845 229390 141356 FC102109516	Md. F-209618 Md. F-209616 Va. W.Va. W.Va. W.Va.

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LIGER 305 PAGE 71

EXHIBIT B

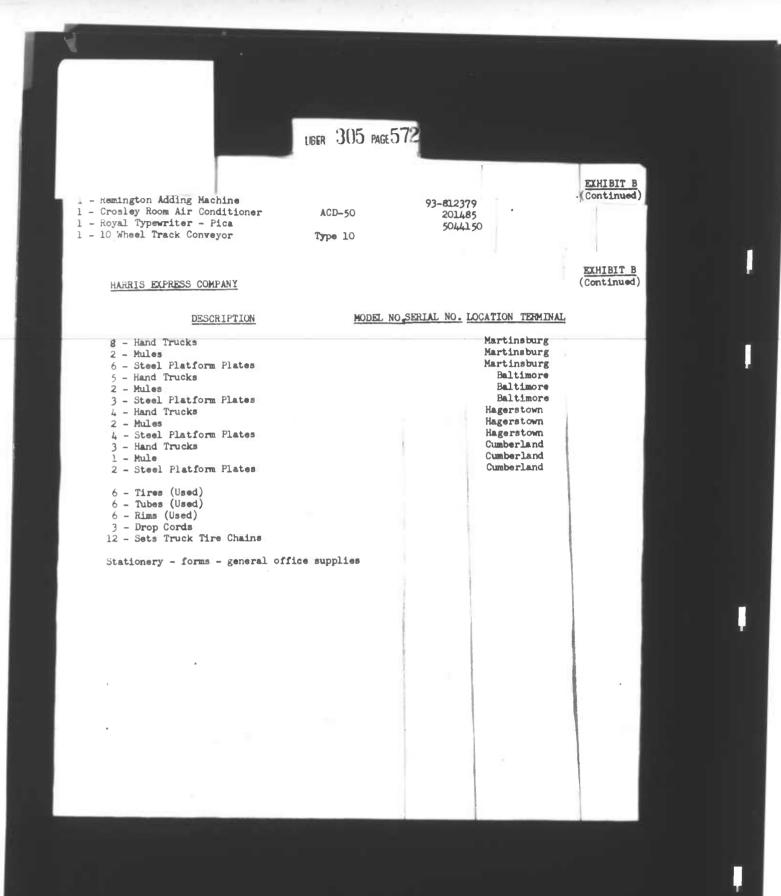
Y.

				EXHIBIT
	HA	URRIS EXPRESS COMPA	א <u>י</u>	
DESCRIPTION	MODEL NO.	SERIAL NO.	LOCATION TERMIN	AL
l - Desk - Chair - File l - Royal Typewriter - Pica l - File Cabinet	KMCEL 5	4680753	Martinsburg Martinsburg	
2 - Tables) 3 - Chair)			+	
2 - Cushions) 2 - Costumers)				
3 - Steel Desks - Gray				
1 - Royal Typewriter 1 - Remington Adding Machine	9381-5	4857181		
1 - Steel Desk)	7J01-3	93-988465		
2 - Typewriter Stands) 1 - Royal Typewriter		1002817	5 D	
1 - Royal Typewriter		4902847 4905124		
 Remington Adding Machine - Electri ARO-100-21 Air Conditioner ARO-100-21 Air Conditioner 	le 9381-5	93-994126 17¥4540		
Air Compressor with A.S.M.E. Tank	W-3106-H	17¥4509	Martinsburg	
Steel File Cabinet 2 Desks and 2 chairs 1 Steel File Cabinet			Martinsburg Martinsburg	
Westinghouse Electric Refrigerator	6 cu. ft.		Martinsburg Martinsburg	
Carrier Air Condition Unit Royal Typewriter		74388	Martinsburg	
Underwood Sunstrand Adding Machine	7120-P	KH M2229 213 647653	Martinsburg	
Gray Desk and Oak Chair Underwood Sunstrand Adding Machine	7120-P	600817	Martinsburg	
2 - Walnut Chairs)	2266	690847	Martinsburg	
1 - Gray Typewriter Stand) 2 - Brown Chairs)	1618			
Royal Typewriter - Pica	KMG	461977 1	Baltimore	
Friden Calculator Air Compressor - Curtis	V907	STW 10-6621	Baltimore Baltimore	
Royal Typewriter	1901		Baltimore	
Remington Rand Adding Machine		M265387	Baltimore	
HARRIS EXPRESS COMPANY			1.2	EXHIBIT B Continued)
DESCRIPTION	MODEL NO.	SERIAL NO.	LOCATION TERMINAL	
Desk and Chair Carrier Air Condition Unit Coleman Oil Burner		92942	Baltimore Baltimore	
Clary Adding Machine Mahogany Kneehole Desk		A-1-35836	Baltimore Burke St. Office	
Checkwriter - Checkmeter 1 Steel File Cabinet		6-4050211	Burke St. Office Burke St. Office Burke St. Office	
Desk and Chair Royal Standard Typewriter Steel Safe	•	KMN3560583	Burke St. Office Burke St. Office	
Carrier Air Condition Unit Steel Letter File	1440-L	91848	Burke St. Office Burke St. Office Burke St. Office	
Remington Electric Portable Adding Ma	chine	93-859739	Burke St. Office	
1 - Used Desk)			Cumberland	
1 - Adding Machine - Remington) 1 - Royal Typewriter)		N104557	Cumberland	
2 - Chairs) 1 - Steel Desk)		alance Jost 2	Cumberland Cumberland	
1 - 4 Drawer File)		Contraction of the local division of the loc	Cumberland Cumberland	
1 - Gray Art Metal Desk) 1 - Gray 4-Drawer File)		1223	Hagerstown	- 12
2 - Marble Chairs)	FR	States of the		-
1 - Gray Typewriter Stand) 1 - Gray Wastebasket)		The Markey		
1'- Gray Costumer)		State - State	En de la composition de la com	
1 - Cash Box 1 - Staplemaster				

EXHIBIT B

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Compared and Mailed Descent To Mitgee Granteville Md 125 115 FILED AND ARCOLAND ULY 12" 1954 - 12:50 P.M. This Mortgage, made this 0 day of etay /, in the -1 2 8 10M incomparison of the first personal representatives, succes or and assigned to be even admits or requires, of Allegany County, State of Maryland, part of the first per and and the second sec which expression shall include here is defined warpageee which expression shall include hears, personal represen-tative, according and as ges, where the context so requires or admits, of Allegany County. State of Mark ethics, personal part, write oth WHEREAS.

NOW. THEREFORE, this deep of mortgage witnesseth that, in consideration of the premise-atid be sum of One Dollar in hand paid, the said Mortgagor — do — hereby bargain and sell, give grant convex, release and confirm onto the said Mortgagee — the following property, to-wit:

. . .

and the second second

n Evelyn Tenney Stray, hi the, by strice with Chicy Di Snay without aph Strukey, her muschin, by deel with the both may of Sectomber, 1901, na rectrications the Lon Mecorie of Theory Sculty, with his, in Liber No. . . follo 3....

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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 Three Thousand Four Landred Dollars (43,400.00) ------

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 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 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 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

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 daya' notice of the time, place, manner and terms of sale. In some newspaper published in *Quantum Section 2019*, Alleguny 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 downed advisable by the percent salling.

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 cheale, including taxes, and a commission of eight per cent to the party making said sale; secondly,

1 FR 305 M 571

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 M-righger. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall to paid by the Mortgagor. In the person advertising.

AND the said Mortgagor _____ further convenant to insure forthwith, and pending the existence of this nortgage, 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 Trade

dollars, and to cause the policy or policies usued therefor to be so framed or endorsed, as in ease of loss, to and to the bene it of the Mortgagee — to the extent of $\frac{12}{12}$ — hen or claim here on the policy or policies for this the most such policy or policies for the the Mortgagee — to the extent of $\frac{12}{12}$ — here or claim here on the policy or policies for the the most such policy or policies for the the most such policy or policies for the determined of the Mortgagee — to the extent of the Mortgagee — to the extent of the mortgagee — to the policy of the most such policy of policies for the determined of the Mortgagee — to the extent of the mortgagee — to the policy of the mortgagee — to the extent of the mortgagee — to the policy of the mortgagee — to the extent of the mortgagee — to the policy of the mortgagee — to the extent of the mortgagee — to the policy of the mortgagee — to the extent of mortgagee — to the e

WITNESS the band and set $\tau_{\rm e}$ of said Mortgagor

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	> 2 9774 ALT - 2244 (SEAL)
JUSEPH E EAHEY	# 73
	(SEAL)
	~ (SLAL)
2.4%	
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STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

1175,3 + +

I here be correctly that on this 2 day of culy . in the year of the subscriber, a lise of sublide of the State of Maryland. وفات الشربان والزا

t - within named Mortgagor $\frac{1}{2}$, and acknowledged the foregoing mortgage to be $\frac{1}{2}$. The second sec is and deed. And at the same time, before me, also personally appeared = 3332 is β , β ,

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the within named Mortgagee and made oath in the within named Mortgagee and hone fide as therein set forth; in DUTENESS methand and Notarial Seal the day and year last above written. This of the output of the Wither M. Buff and Mortgage and the day and year last above written. This of the output wither M. Buff Mortgage and Notary Public stary Public Garrett County Notary Public My commune report May 2, 19

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Compared and Mai' d Helecos To Magee 106 f. Liberty for

115001

FILD all assorbed JULY 13" 1954 at 8:40 a.... This Mortgage, was de July VIRGIL O. WEBER and VIOLET A. WEBER, his wife, Allegany Maryland. 10.5 IRVING MILLENSON Allegany

County in the surgery Maryland,

HER SHE DO

of the construct Warnesseries \mathbf{W}

lillerras, 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 the perannum in monthly installments of \$50,00 each; said payments include both principal and interest, which interest shall be calculated and credited semiwith an interest of the

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 princi, al sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

Strick Middle As, there is strange dual arm on the control control of a provided for the experimental of the Armonica of Code of Marchael (1992) for one is more deal and rescale days in some of the Code of the Larks of Marchael (1993) for any set.

Nom Cherefore, a consideration of the process shall be the same to be an early and provided a conformation the prompt payment of the solid statement of the mature of the mature of the solid

or there is the interest there an including any future advected the sold part ical or the pre-

where grant, bargain and self, convert, refines and constant enterthe and part \boldsymbol{y}

or the second part, his successors MARA and a signal the following property, toward

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.

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

Brouided, that if the said parties _____ of the first part, their, heirs, executors, administra-

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tors or assigns, do and shall pay to the said part Y of the second part, his successors

BER 305 LOS REA

And it is Agreed that much default is made in the prenetses, the setd part ics of the prenetses, the setd part ics of the preperty, upon paying in the meantanes all taxes are not and petite new levied on setd property, all which taxes, mertgage debt and inter-

server the sud part less of the first part hard's a variant of the part when locally derivability

By diverse of default being in the inpresence of the new terms defat after said, or of the inter $r_{\rm eff}$ and reduce advances is whole or in part, or in $m_{\rm eff}$ agains used, reversed or condition of $r_{\rm eff}$ and $r_{\rm eff}$ is a larger defat of the ded to be hereby several shall at once have a $r_{\rm eff}$ and $r_{\rm eff}$ is a larger defat of the ded to be hereby several shall at once have a

nous, executer a

COBEY, CARSCADEN and GILCHRIST is this, for or their duly constituted attorneys or sends are hereby authorized and ennowered, at any time thereafter, to sell the property horefortorizated or so each thereof as may be necessary, and to grant and convey the same to the bechasir or conclusions thereof, his, her or their beins or assigns: which side shall be made if there following theory is an environment of the form of the first part and convey the same to the authorized of side to see new paper published in Comberland. Maryland, which said side shall be at public method for each, and the proceeds arising from such sale to apply first to the paramet of all expenses incident to such sale, including all taxes levied, and are publish of eight per cent, to the target selling or racking said sale; secondly, to the payment of all moneys owing under this next, gase, whether the same shall have been then matured or not; and as to the balance, to pay is even

to the mid-part ies of the first part, their heirs, or assigns, and jocase of the efficiency trader the above power but no sale, eve-half of the above commission shall be allowed with a doy the most agors, their representatives, heirs or assigns.

And the said part is of the first part further covenant to insure forthwith, and the said part is of the first part further covenant to insure forthwith, and the aber also constants of this mortgage, to keep insured by some insurance company or contains experiments to the mortgage or his assigns, the improvements on the hereby mertgaged hand to the account of at least Thirty-eight Hundred Twenty-five and 00/100 - - - -Dolfars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire evolution losses to inner to the benefit of the mortgage - his successors, heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies for this in possession of the mortgagee or the mortgage may effect said

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

Witness, the hands and seals of said mortgagor s.

Witness:

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VIRGIL O. WEBER [Seal] Violet A. Weber [Seal]

State of Maryland. Allegany County, to-wit:

J hereby certify. That on this 12th day of July in the year nineteen hundred and <u>fifty-four</u>, 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,

USER 305 PAGE 577

and they acknowledged the aforegoing 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

Larry ann

Notary Public

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mortgage is true and bona fide as therein set forth. $\mathbf{M} = \mathbf{M} \mathbf{A}$

S. Y. T. AD. S.

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

FILED AND RECORDED JULY 13" 1954 at 8:30 A.M. THIS MORTGAGE, Made this <u>38</u> day of <u>finne</u> 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 ($4\frac{1}{276}$) per annum, which said sum is part of the purchase price of the property herminafter described, and this mortgsge 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 Nimety Two Dollars and Nimety Five Cents (92.95) on account of interest and principal, beginning on the <u>lat</u> day of <u>Murcuit</u>, 1954, and centimuing on the same day of each and every meath thereafter until the whole of said principal sum and interest is paid. The said

LIGFR 305 PAGE 578

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) Dellars and net 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 read leading from Frestburg to Midlethian, known as Midlethian Read, 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 herizontal distances used throughout). Then leaving said read, 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 Midlethian Read and with said read 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.

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TOGETHER with the buildings and improvements thereen,

HEFR 305 PAGE 579

and the rights, reads, 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 ehall perform all the covenants herein on their part to be performed, then thie 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 poeseee the aforeeaid property, upon paying in the meantime, all taxee, asseesments and public liens levied on said property, all of which taxes, mertgage 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 eame 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 eccond part, its successors or assigns, or Walter C. Capper, their duly constituted attorney, or agent, are hereby authorized and empewered at any time thereafter, to sell the property hereby mertgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser er purchasere thereof; his, her er their heirs er aseigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of wale in some newspaper published in Allegany County, Maryland,

UGER 305 PAGE 580

which said sale shall be at public auotion for oash, 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 te 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) Dellars, and to cause the policy or policies issued therefor to be so framed or endersed, 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 pelicy or policies forthwith in 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) Bernice K. Kohout (SEAL)

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STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

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I HEREBY CERTIFY, That on this $\underline{L} \underbrace{f}_{\underline{L}} day of the state and County aforesaid, personally appeared JOSEFH A. KOHOUT and BERNICE K. KOHOUT, his wife, and each acknowledged the aforegoing mertgage to be their respective act and deed; and, at the same time, before me also personally appeared H. C. LANDIS,$

1872 305 PAGE 581

Vice President of The First National Bank of Cumberland, the within named mertgagee, and made oath in due form of law that the consideration in said mortgage is true and bena fide as therein set forth;

WITNESS my hand and Notarial Seal.

Elizabeth H. Brosfield

My commission cap. 13 May 2, 19

Compared and Mailed Delgeral-

FILED AND RECORDED JULY 13" 1954 at 1:50 P.L. This Anortgage, Made this 13th day of July , by and between in the year Nineteen Hundred and Fifty____ which a maxing it domestic call in the of -----_____County, in the State of_____ part. of the first part, and . .____County, in the State of_____ of part______ of the second part, WITNESSETH:

Whereas,

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The parties of the first part are now indente- man The parties of the first part are now indepict of the party of the decode part in the full and just succeed the constant biont numbered (21,700.0) Dollars, this day hands the first part by the party of the second part, which is clear with interest at on per shown is to e replied you clearlies if the first part to the party of the second part is appendents of not less than inity-hour and collections (34.0) bollar, 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.



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

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13th July , date, had

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do give, grant, bargain and sell, convey, release and confirm unto the said $$\vec{\nabla}^{1}$$.

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

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

were not with an execute allering: Jonaty, Duryland.

provided, that if the said <u>parties of the first part</u>,

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

 exceeptarx, administrator or assigns, the aforesaid sum of <u>sl.800.00</u>
</u>

HOR 305 PAGE 553

together with the interest 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

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to 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 therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public 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____

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,

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further 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

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 , inclusion 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.

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Attest: - Pater W Sandisk no.t. Feter W. Sand Freda V. Land [SEAL] Witness to me (SEAL) Land, Ind. [SEAL] T. V. Frci Cumberland, Md. Freda V. [SEAL]

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

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

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The APOLEGALD PROPERTY is the same property conveyed by deed of even date nerewith by and between Aarshall T. Aann and Viera V. Mann, his wife, and said A. Thomas Mann, Jr., and betty Jean Mann, his wife, and which said deed is to be recorded simultaneously with the recordation of this mortgage among the Land mecords of Allegany County, Maryland; a specific reference to said deed is made for a full and more particular description of the land hereby conveyed by way of mortgage.

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

<u>.</u>



provided, that if the stid is Trayers will, J., und wett, wear thur,

11, t., ir heirs, executors, administrators or alsegns, do and shall pay to the said

ASCRATCS . MANDAMENTALE or assigns, the aforesaid sup of

together with the inter st thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on $\lim_{n\to\infty} \frac{1}{12^n}$

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[SEAL]

performed, then this mortgage shall be void.

Hnd it is Rgrced that until default be made in the premises, the said

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

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hereby covenant to pay when legally demandable.

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

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

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heirs, executors, and ministrators 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 therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days unite of the time, place, manner and terms of sale in some newspaper published in **Store** days unite of the time, place, manner and terms of sale in some newspaper published in **Store** 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 ومثله واللباء

with draw heirs or assigns, and in ease 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 is allowed pathe, or, and well, weall main, .. is

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

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

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Attest . Thomas Mans East marges M. call marges B [SEAL] Jean Maria [SEAL] [SEAL]

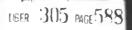
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State of Maryland, Allegany County, to-wit:	-
in the tear number Hundred and Lifty (1) a Notary Public of the State of Maryland, in and for said County, person a second secon	fore me, the subservice, ally appeared
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act and deed; and at the same time before ice also personally appeared	
the within moved mortgages, and made oath in due form of law, that the mortgage is true and home fide as therein set for forth, some fine that the set of	6. a.(1. 10.1. v)
WIPNESS my hand and Notarial Seal the day and year aforesaid.	Notary Public.

Compared and Mailed Ballmoody

FILED AND HE COHDED JULY 13"1954 at 11:20 A.M.

THIS MORTGAGE, Made this _____ 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 partias of the first part covenent and agree to pay in equal monthly . installments of not less than Forty Three Dollars and Four Cents (ϕ 43.04) beginning on the <u>1</u> day of <u>luquet</u>, 1954, and a like and equal sum of not less than Forty Three Dollara and Four Cents (ϕ 43.04) on the said <u>7th</u> 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.

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NOW, HEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.60) 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 tha full payment of the aforasaid mortgaga indebtednass, and not excaeding in the aggregate the sum of Five Hundrad (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtednass to axcaed the original amount thereof and to be used for paying of the costs of any rapairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sall, convey, raleasa and confirm unto the said party of the second part, its successors and assigns, all those lots, pieces or parcals of ground lying and being in Allagany County, Maryland, situata in the City of Cumberland on the southarly side of Greane Streat 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 proparty is of record among that 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 Southarly side of Greane Streat at the end of the first line of Lot No. 1 in said Addition and running than with Greans Street South seventy-nine dagrees fifty-three minutes West thirty and five-tenths feet, then South thirty minutes East ninety-five and nine-tenths feet to a ten foot lane, then 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

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LIGER 305 PAGE 589

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

LIEFR 305 PAGE 590

have the full legal right to pay the same, together with all interest, penalties, end legal charges thereon, and collect the same with interest as part of this mortgage debt.

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But in case of default being made in payment of the mortgege debt aforesaid, or of the interest thereon, in whole or in part, or in any egreement, covenant, or condition of this mortrage, 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 et once become que end payable, and these presents are hereby declared to be made in truat, 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 et any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary. and to grant and convey the same to the purchaaer or purchaaers thereof, his, her, or their heirs or assigns; which sale shall ba made in manner following, to-wit: By giving at least twenty days' notice of the time, plece, manner and terms of sale in some newspaper published in Allegany County, Maryland, which seid sala shall be at public auction for cash, and the proceeds arising from auch sale to apply first, to the payment of all expenses incident to such sele, including texes end e 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 herainbefore set forth, whether tha same shall have then maturad or not; and as to the balance, to pay it over to the said parties of the first part, their hairs or asaigna, end in cese of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagora, their representatives, hairs or assigna.

And the said parties of the first part furthar covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptabla 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 andorsed, as in case of firs, to inure to the benefit of the mortgagee its successors or assigns, to the axtent of its or their lien or claim hereunder, and to place such policy or policies forthwith in

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possession of the mortgages, or the mortgages may effect suid insurance and collect the premiums thereon with interest as part of the mortgages debt.

"ITNESS the hands and seala of the said mortgagors.

WITNESS as to both:

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Kenneth L. Gingepich (SEAL) Gingerich (SEAL) 10 4 1

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 2^{-2} day of July, 1954, before me, the subscriber, a Notary Fublic in and for the State and County aforesaid, personally appeared KENNETH L. GINGERICH and EMMA C. GINGERICH, his wife, and each acknowledged the aforegoing 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. Brasfield My Commission expires May 2, 1955

Compared and Sector Delivered & To Leo 24 Legge atty City

WITNESSETH

16FR 305 MGE 592

FILED AND RECORDED JULY 13" 1954 at 11:00 Å.M.

Unit Hurtgage, Made this 272 day of July ________ in the

year Nucleon 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, here-

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

By the payment of <u>Forty-seven and 45/100 - - - (\$47, 45) - - - -</u>Dollarson or before the first day of each and every month from the date hereof, until the whole of saidprincipal 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) tothe payment of interest; (2) to the payment of all taxes, water rent, assessments or public chargesof every mature and description, ground rent, fire and tornado insurance premiums and othercharges 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 thegranting of said advance.</u>

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 Le maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

ALL those lots, pieces and parcels of land lying and being in Allegany 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 526, 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

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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. USR 305 PAG 513

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 if the mortgage so option prior to the full payment of the mortgage debt, but not to exceed in the ag-gregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for pay-ing the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the Lawarry sessions in the year 19 b and any amount subscript."

It is agree d that the Mortgages may at its option advance sures of noney at anythear for the payment of premiums on any Health and Accident Incurance policy assigned to the Mortgages in wherein the Mortgages is the Beneficiary and which is held by the Mortgages as additional colla-nees of this indebtedness, and any sums of money so advanced shall be added to the unpaid bal-mes 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 Mortgages or wherein the Mortgages is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedmiss, 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 suid premises, and every part thereof, in mod 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 ishall be added to the unpaid balance of this indebtedness.

The said mortgagers hereby warrant generally to and covenant with, the said mort-game 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.

Conctber 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 bold the above described land and premises unto the said mortgagee.

its successors and assigns, forever, provided that if the said mortgagor •, their here, executors, administrators or assigns, do and shall pay to the said mortgage, its successors or assigns, the aforeand indebtedness together with the interest thereon, as and when the same shall become dup and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

But in case of default being made in payment of the mortgage debt aforesaid, or of the inter-est thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or theory 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 neces-say and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Marviand, which said sale shall be at public 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 com-mission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have them 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. But in case of default being made in payment of the mortgage debt aforesaid, or of the inter-

Bnothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-gagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-five Hundred and 00/100 - - - - - -(\$7500.00) - - Dollarsand to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, toinure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claimhereunder, and to place such policy or policies forthwith in possession of the mortgagee, or themortgagee may effect said insurance and collect the premiums thereon with interest as part of themortgage debt.

Bnd the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issuel and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages 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 p



al representatives to nervely covenant with the mortgages as follows: (1) to deliver to the mortgages on or before March 15th of each year tax recipts evidencing the payment of all low-fully increased taxes for the preceding calendar year: to deliver to the mortgages recipts evi-dencing the narment of all hens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall recuted hybes that is as the made on the prortgaged property, on this mortgage of recipts and other way from the ind-biddness secured by this mortgage; (2) to permit, commit or suffer no exacts, in pairment or deterioration of said property in good condition of repair, the mortgager may decome the lowed by the buildings on said property in good condition of repair, the mortgager may decome the ind-biddness for a period of thirty days shall constitute a breach of this is well to narry out of the debt hereby secured and the failure of the nortgagers is to ecceptly with said decard of the mortgages for a period of thirty days shall constitute a breach of this is when all apply for the appointment of a receiver, as bereinafter provided; (3) and the holder of the nortgage is naw direct is shall be entitled (without regard to the adorgive of secures and account therefor as the Court may direct; (1) that should the title to the herein mort-sect account due to a provide of a neceiver to collect the rents and profiles of said provides and account therefor as the Court may direct; (1) that should the title to the herein mort-sect account, by collective and assignment, persons, partnership or corporation is other than the extreme be writted consent, or should the same be encodered by the mortgagers, there there of said perior all mortgage dobt intended hereby to be secured shall become due and demandable after advected is and mortgage dobt intended hereby to be secured shall become due and demandable after of said recipientis and assigns, without the mortgager's

Mitness, the hand and seal of said mortgagors

Attest: Bert J. Graham [SEAL] Caroline B. ankane (SEAL) Graham

State of Maryland, Allegany County, to-wit:

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I hereby certify. That on this 974 day of July

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

Bert J. Graham and Caroline B. Graham, his wife,

the said mortgagors herein and they __acknowledged the aforegoing 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.

Genere L. Ha

Notary Public.

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

18FR 305 PAGE 595

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FILED AND RECORDED JULY 14" 1954 at 11:00 A.M.

This Mortgage, Made this 1924

July

in the year nineteen hundred and fifty-four

, by and between

day of

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,

Harry S. Castle and Janet V. Castle, his wife.

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

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 bearings 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 reversing the said second line of the aforementioned Kruczevski 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 /3K day of July, 1954, and to be duly filed for record among the Land Records of Allegany County, Maryland.

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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 19^{15} 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 deht 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 George R. Hughes , its, his or their duly constituted attorney or successors and assigns, or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, 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 poicy 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.

USER 1305 200 597

Janet V. Castie (SEAL) STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 1314 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

Marry E. Castle and Janet V. Castle, his wife,

ATTEST:

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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. Fiper

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.

Mm. a. Sauking

Mary E. Castle (SEAL)

Commend and Belles Deliv red mitgel Isty

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FILED AND RECORDED JULY 14" 1954 at 2:00 P.M.

This Mortgage, Made this

in the year nineteen hundred and fifty-four

day of , by and between

play 19 1 54



July George C. Jones and Loretta M. Jones, his wife,

of Aliegany 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)-----

- Dollara payable to the order of the said The Liberty Trust Company, one year after date with interest from

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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

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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 Folk 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 Sumberland, 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 Folk 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 improvments 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.

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HIRR 305 PAGE 599

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

Thirty-Five Hundred (\$3500.00)-----Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

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

WITNESS, the hand and seal of said mortgagor.

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ATTEST:

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Loretta M. Jone

LIGER 305 PAGE 600

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I hereby Certify, that on this 14 Today of July in the year nineteen fifty-four hundred and 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. Grandiebert Notary Public

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